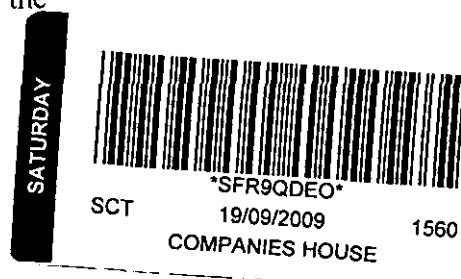


SCOTTISH HIGHLAND GAMES ASSOCIATION LIMITED
MEMORANDUM OF ASSOCIATION

1. The name of the Company is "The Scottish Highland Games Association Limited" (hereinafter called "the Association").
2. The Registered Office of the Company will be situated in Scotland.
3. The object for which the Company is established are as follows;
 - 3:1:1 To encourage and foster the highest of ethics and performance in Traditional Highland Games events and in Open Athletics.
 - 3:1:2 To lay down and enforce Rules and Regulations covering all aspects of Traditional Highland Games and Open Athletics activities.
 - 3:1:3 To assist in the promotion, development, and presentation of Traditional Highland Games and Open Athletics Meetings.
 - 3:1:4 To stage, manage, present, operate and / or promote Traditional Highland Games, Open Athletics meetings and / or events, games, sporting, recreational and leisure events and activities of all kinds.
 - 3:1:5 To act as proprietors, operators, and / or managers of entertainment venues, leisure, recreational and sports centres of all kinds.
 - 3:1:6 To act as managers, agents, and personal representatives of sportsmen and women, artistes, authors, performers, groups, bands, entertainers of all kinds, distributors, agents and managers for musicals, pantomimes, shows, plays, theatrical film and television productions and to act as agents for the purchase, sale hiring and exploitation thereof.
- 3:2 To solicit, receive and accept financial assistance, grants, donations, subscriptions, endowments, gifts (both inter vivos and testamentary) and loans of or of any interest in money, rents, heritable and other property whatsoever real or personal subject or not to any specific trusts or conditions or burdens.
- 3:3 To take such steps by personal or written appeals, public meetings, film shows, sales of booklets and advertising matter, or otherwise, as may from time to time be deemed expedient for procuring contributions or donations or income to enable the Association to carry out its objects so far as it may require such assistance.
- 3:4 To arrange for and provide for or join in arranging and providing for the holding of meetings and classes, and to publish and / or print magazines, books, pamphlets, and papers.
- 3:5 To undertake, execute and perform any charitable trust or other conditions affecting any property of any description of the Association whether acquired by gift or otherwise.
- 3:6 To purchase, take on feu, lease, hire, take in exchange, and otherwise acquire any property and gifts which may be advantageous for the purposes of the activities of the Association.
- 3:7 To improve, manage, develop, turn to account and otherwise deal with all or any part of the undertaking, property and rights of the Association.



3:8 To sell, feu, let, hire, license, give in exchange and otherwise dispose of all or any part of the undertaking, property and rights of the Association.

3:9 To lend money and give credit to any person, with or without security, and to grant guarantees and contracts of indemnity on behalf of any person.

3:10 To borrow money and give security (including without prejudice to the foregoing generally, standard securities and floating charges) for the payment of money by, or the performance of other obligations of, the Association or any other person.

3:11 To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.

3:12 To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections, concessions and discoveries or techniques of any kind and to disclaim, alter, modify, develop, use and turn to account and to manufacture under or grant licences or privileges in respect of the same and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Association may acquire or propose to acquire and / or to secure the exploitation of the same by means to sources of finance from third parties and the provision of expertise.

3:13 To employ such employees as the Board of Directors may from time to time think desirable and on such terms and conditions as the Board may decide.

3:14 To remunerate any individual in the employment of the Association and to establish, maintain and contribute to any pension or superannuation fund for the benefit of, and to give or procure the giving of any donation, pension, allowance or remuneration to, and to make any payment for or towards the insurance of any individual, who is or was at any time in the employment of the Association and the wife, widow, relatives and dependants of any such individual; and to establish, subsidise and subscribe to any institution, association, club and fund which may benefit any such person.

3:15 To apply for, promote and obtain any Private Act of Parliament, charter, privilege concession, licence or authorisations of any government, state or municipality, Provisional Order or licence of the Board of Trade or other authority to enable the Association to carry out its objects, alter its constitution, and achieve any other purpose which may promote the Association's interests, and to oppose or object to any application or proceedings which may prejudice the Association's interests.

3:16 To enter into any arrangement with any organisation, government or authority which may be advantageous for the purpose of the

activities of the Association and to obtain from any such organisation, government or authority any charter, right, privilege or concession, which the Association may think desirable and to carry out, exercise and comply with any such changes, rights, privileges and concessions.

3:17 To enter into partnership or any other arrangement for sharing profit, co-operation or mutual assistance with any person, firm, trust, association or company carrying on or engaged in, any business or transaction which the Association is authorised to carry on or engage in, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Association.

3:18 To give any debentures or securities and accept any shares, debentures or securities as consideration for any business, property and rights acquired or disposed of.

3:19 To affect insurance against risks of all kinds.

3:20 To invest monies of the Association not immediately required for the purposes of its activities in such investments and securities (including land in any part of the world) and that in such a manner as may from time to time be considered advantageous (subject to compliance with any applicable legal requirement) and to dispose of and vary such investments and securities.

3:21 To carry on (whether on its own account or in partnership or association with others) any other business which may seem to the Association capable of being conveniently carried on in connection or in conjunction with the objects of the Association or calculated directly or indirectly to enhance the value of or render more profitable any of the Association's property.

3:22 To liaise or amalgamate with any charitable body, society or company incorporated or unincorporated, having objects altogether or in part similar or ancillary to those of the Association, such body, society or company being prohibited from distributing profits and assets among their members to at least the extent imposed by this Memorandum of Association upon the Association.

3:23 To subscribe for, take, purchase and otherwise acquire and hold shares, stocks, debentures and other interests in any company with which the Association is authorised to amalgamate and to acquire and take over the whole or any part of the undertaking, assets, and liabilities of any body, incorporated or unincorporated, with which the Association is authorised to amalgamate.

3:24 To transfer with or without valuable consideration all or any part of the undertaking, property and rights of the Association to any body, incorporated or unincorporated.

3:25 To subscribe and make contributions to or otherwise support charitable bodies, whether incorporated or unincorporated, and to make donations for any charitable purpose connected with the activities of the Association or in the furtherance of its objects.

3:26 To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking of any of the liabilities of the Association or of undertaking any business or operations which may appear likely to assist or benefit the Association and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or part of the shares or securities of any such company as aforesaid.

3:27 To procure the Association to be registered or recognised in any part of the world.

3:28 To carry out any of these objects in any part of the world as principal, agent, contractor, trustee or in any capacity and through an agent, contractor, sub-contractor, trustee or any person acting in any other capacity and either alone or in conjunction with others.

3:29 To procure and print, publish, issue and distribute, gratuitously or otherwise, newspapers, periodicals, books, pamphlets, leaflets, photographs, advertisements, appeals or other publicity material.

3:30 To co-operate with and enter into any arrangement with ecclesiastical authorities, educational authorities, national authorities, local authorities or associations, societies or other bodies, corporate or unincorporate and for the purpose of promoting the objects of the Association, co-operate with manufacture, dealers or other traders and with the press and other sources of publicity.

3:31 To alter from time to time by special resolution the Memorandum or Articles of Association of the Association or either of them in terms of the powers to that effect conferred by law.

3:32 To pay out of the funds of the Association all reasonable costs and expenses, preliminary or incidental to the formation of the Association and its registration.

3:33 To do anything which may be incidental or conducive to the attainment of any of the objects of the Association. Provided that the Association shall not support with its funds any object, or endeavour to impose on or procure to be observed by its Members or others, any regulation, restriction or condition which, if an object of the Association would make it a Trade Union.

And it is declared that in this clause where the context so admits, "property" means any property, heritable or moveable, real or personal, wherever situated:

4.4.1 Subject to Clause 4:2 and the provisions of the Association's Articles of Association.

(a) The income and property of the Association shall be applied solely towards the promotion of its objects as set out in Clause 3 of this Memorandum of Association.

(b) No part of the income of the Association shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to the Members of the Association.

(c) No Director of the Association shall be appointed to any office in

the Association in respect of which a salary or fee is payable; and
(d) No benefit in money or money's worth shall be given by the Association to any Director except repayment of out of pocket expenses.

4.2. The Association shall, notwithstanding the provisions of Clause 4:1 be entitled:

(a) To pay reasonable and proper remuneration to any Director, member of the General Council or Member of the Association in return for services actually rendered to the Association.

(b) To pay interest at a rate not exceeding a commercial rate on money lent to the Association by any Director, member of the General Council or Member of the Association.

(c) To pay at a rate not exceeding the open market rent for premises let to the Association by any Director, member of the general Council or Member of the Association.

(d) To purchase assets from, or sell assets to, any Director, member of the General Council or Member of the Association providing such purchase or sale is at market value; and

(e) To pay any company or firm on a commercial basis for any services rendered to the Association notwithstanding that a Director, member of the General Council or Member may hold a share or shares or be otherwise interested in such company or firm and such Director, member of the General Council or Member shall not be bound to account for any share of the profit he may directly or indirectly receive in respect of such payment, provided that no Director shall be entitled to vote on any Resolution for the awarding of any contract by the Association to such company or firm.

5. The liability of the Members is limited.

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

7. 7.1 If on the winding up of the Association any property remains after satisfaction of all the Association's debts and liabilities, such as property shall not be paid to or distributed among the Members of the Association but shall be given or transferred to a body or bodies having objects altogether or in part similar to the objects of the Association and the constitution of it restricts the distribution of income and assets among Members to an extent at least as great as does Clause 4 of this Memorandum of Association, and if and so far as effect cannot be given to the aforesaid provision, then to some charitable body, corporation, institution or the like having objects similar to the objects of the Association.

7:2 The body or bodies to which property is transferred under

Clause 7:1 shall be determined by the Members of the Association at or before the time of dissolution or, failing such determination and approval, by such court as may have or may acquire jurisdiction.

8. 8.1. Accounting records shall be kept in accordance with all applicable statutory requirements and such accounting records shall, in particular, contain entries from day to day of all sums of money received and expended by the Association and the matters in respect of which such receipt and expenditure take place and a record of the assets and liabilities of the Association; such accounting records shall be open to inspection at all times by any Director of the Association and subject to any reasonable restrictions as to the time and manner of inspecting them that may be imposed in accordance with the regulations of the Director for the time being in force, such accounts shall be open to the inspection of the Members.

8:2 The Association's auditors shall make a report to the Members on the accounts examined by them and on every balance sheet and income and expenditure account, copies of which are to be laid before the Association in General Meeting.

We the several persons whose names and address are subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association.

ARTICLES OF ASSOCIATION OF THE SCOTTISH HIGHLAND GAMES ASSOCIATION LIMITED INTERPRETATION

1. In these regulations

"the Act" means the Companies Act 1985 to 1989 including any statutory modification or re-enactment thereof for the time being in force.

"the Articles" means the Articles of Association of the Association.

"the Association" means the Scottish Highland Games Association Limited.

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

"executed" includes any mode of execution.

"the General Council" means the committee specified in article []

"office" means the registered office of the Association.

"the Memorandum" means the Memorandum of Association of the Association

“the seal” means the common seal of the Association.

“secretary” means the secretary of the Association or any other person appointed to perform the duties of the secretary of the Association, including a joint, assistant or deputy secretary.

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

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

2. (a) The subscribers to the Memorandum and such other persons as are admitted to membership in accordance with the Articles shall be members of the Association.

There shall be the following classes of members, namely;

(i) Full members: being organisations which are located and operating in Scotland which are actively involved in the promoting development and presentation of Open Athletics and Traditional Highland Games subject to undergoing on at least one occasion after making written application for membership a supervision of applicant games conducted by and receiving a supportive report from not fewer than two General Council members appointed by the General Council for that purpose.

(ii) Associate members: being organisations which are either located in Scotland and whose members regularly participate in events regularly presented at Highland Games and / or Open Athletic Meetings in Scotland, or located outwith Scotland but are regularly involved in the presentation of Traditional Highland Games and / or Open Athletic Meetings and which agree to adopt and apply the Rules and to abide by the decisions of the Association and / or the General Council thereof as appropriate

(iii) Honorary members: being individuals who have given outstanding service to the promotion, development or presentation of Traditional Highland Games and/or Open Athletics.

(c) All applications for membership, except in the case of an Honorary member, shall require to be in writing and in such form as the General Council may require. Honorary members shall require to sign an acceptance of membership in such form as the General Council may require. Applications for membership in the case of Full members shall require to be signed by the President or Chairman and the Secretary of the organisation and shall be accompanied by a copy its constitution and a list of its office bearers. All applications shall require to be approved by the membership. An honorary member shall require to be recommended by the General Council and shall be only admitted to

membership and after such recommendation has been approved by the Association in General meeting.

(d) Full membership shall be open to existing members of the Scottish Highland Games Association as at the date of incorporation of the Association.

(e) The privileges of membership shall not transferable.

(f) Any member shall cease to be a member of the Association and their name shall be removed from the Register of members accordingly, subject to the undertaking provided for in Clause 6 of the Memorandum if:

(i) the member resigns from membership by notice in writing given to the Secretary.

(ii) the member's annual subscription remains unpaid after the next following the date when it became due, and the Board of Directors resolves that such membership be terminated.

(iii) the member is expelled from membership by the General Council in accordance with Article [] hereof.

3. Each member, except Honorary members, shall pay a subscription annually or otherwise as may be determined from time to time by vote of a pre-season meeting of the Association. Annual subscription shall be due for payment on or before the Annual General Meeting in October each year. The annual subscription shall be due by any member who has not given written notice of resignation prior to the Annual General Meeting. Failure to make payment by the due date shall result in the defaulting member being debarred from participating in and benefiting from any of the activities of the Association until such time as the monies due are paid to the Association together with such additional penalty for late payment as may be fixed from time to time by the General Council.

GENERAL MEETINGS:

4. The Association will hold general meeting in October each year known as the annual general meeting and general meeting prior to 31 March each year known as the pre-season meeting. All general meetings other than annual general meetings and pre-season meeting shall be called extraordinary general meetings.

5. The directors may call general meetings and, on the requisition of the General Council or of members representing not less than one quarter of the members having a right to attend and vote thereat, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient directors to call a general meeting, any director may call a general meeting.

NOTICE OF GENERAL MEETINGS:

6. An annual general meeting or a general meeting called for a passing of a special resolution shall be called by at least thirty clear day's notice. All other general meetings shall be called by at least

fourteen clear day's notice but a general meeting may be called by shorter notice if it is so agreed.

(a) in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and

(b) in the case of any other meeting by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety-five per cent of the total voting rights at the meeting of all the members. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such. Only items of business notified in writing to the Secretary prior to 30 September immediately before the annual general meeting may be considered at the annual general meeting except with the consent of the President, whom failing the Chairman of the annual general meeting if that is not the President.

The notice shall be given to all the members and to the directors, members of the General Council and auditors.

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

PROCEEDINGS AT GENERAL MEETINGS:

8. No business shall be transacted at any meetings unless a quorum is present. Persons representing not less than one quarter of the members having a right to attend and vote upon the business to be transacted, each being a proxy for a Full member or a duly authorised delegate of a Full Member shall be a quorum. Without prejudice to the provisions of Article 22 each Full member is entitled to be represented by two duly authorised delegates.

9. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the directors may determine.

10. The President, or in his absence some other director nominated by the directors shall preside as chairman of the meeting, but if neither the chairman nor such other director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number to be chairman and. If there is only one director present and willing to act, he shall be the chairman.

11. If no director is willing to act as chairman, or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman.

12. A director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting.

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

14. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may demanded:-

(a) by the chairman; or

(b) by at least two persons being a proxy for a duly authorised delegate of Full members having a right to vote at the meeting.

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

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

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

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

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

20. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded.

In any other case at least seven clear days' notice shall be given

specifying the time and place at which the poll is to be taken.

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

VOTE OF MEMBERS

22. On a poll every Full member shall have only one vote.

23. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.

24. An instrument appointing a proxy shall be writing, executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the directors may approve):-

The Scottish Highland Games Association Limited
I/We, , of , being a member/members of the above
named company, hereby appoint of or failing him, of
as my/our proxy to vote in my/our name(s) and on my/our behalf at the
annual general meeting of the company to be held on
and at any adjournment thereof. Signed;

25. Where it is desired to afford members an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any form which is usual or which the directors may approve.): -

The Scottish Highland Games Association Limited
I/We of being a member/members of the above
named company, hereby appoint of or failing him of
as my/our proxy to vote in my/our proxy to vote in my/our
name(s) and on my/our behalf at the annual/extraordinary general
meeting of the company, to be held on 19 and at any adjournment
thereof.

This form is to be used in respect of the resolutions mentioned below
as follows;

Resolution No 1 *for *against

Resolution No 2 *for *against

*Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he thinks fit or
abstain from voting.

Signed this day of 19

26. The instrument appointing a proxy and any authority under
which it is executed or a copy of such authority certified notari- ally or

in some other way approved by the directors may;

(a) be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Association in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

(b) in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or

(c) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any director; and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

27. A vote given or poll demanded by proxy or by the duly authorised delegate of a member shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Association at the office or at such other place at which the instrument was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

NUMBER OF DIRECTORS

28. Unless otherwise determined by ordinary resolution the number of directors (other than alternate directors) shall not be subject to any maximum but shall be not less than two.

ALTERNATE DIRECTORS

29. Any director (other than an alternate director) may appoint any other director, or any other person approved by resolution of the directors and willing to act, to be an alternate director and may remove from office an alternate director so appointed by him.

An alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointer is a member, to attend and vote at any such meeting at which the director appointing him is not personally present, and generally to perform all the functions of his appointer as a director in his absence but shall not be entitled to receive any remuneration from the Association for his services as a alternate director. But is shall not be necessary to give notice of such meetings to an alternate director who is absent from the United Kingdom.

31. An alternate director shall cease to be an alternate director if his appointer ceases to be a director.

32. Any appointment or removal of an alternate director shall be by notice to the Association signed by the director making or revoking the appointment or in any other manner approved by the director.

33. Save as otherwise provided in the articles, a alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him.

POWER OF DIRECTORS

34. Subject to the provisions of the Act, the Memorandum and Articles and to any directors given by special resolution, the business of the Association shall be managed by the directors who may exercise all the powers of the Association. No alteration of the Memorandum or articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this resolution by this regulation shall not be limited by any such special power to the directors by the articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.

35. The directors may, by power of attorney or otherwise appoint any person to be the agent of the Association for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

DELEGATION OF DIRECTORS' POWERS

36. The directors may delegate any of their powers to any committee consisting of one or more directors or any director or member holding any executive office such of their powers as they consider desirable to be exercised by him. In particular the directors may delegate any of their powers to the General Council as provided for in Article [], subject to the limitation therein provided. Any such delegation may be made subject to any conditions the directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the articles regulating the proceedings of directors so far as they are capable of applying.

APPOINTMENT AND RETIREMENT OF DIRECTORS

37. The initial directors shall be appointed by the subscribers. There shall be a President, Vice-President and a Treasurer. The President, Vice-President, and Treasurer shall each be elected for a term of three years and shall demit office at the third annual general meeting after appointment. The President shall not be eligible for re-electing at the annual general meeting at which he demits office.

38. If the Association at the meeting at which a director retires does not fill the vacancy the retiring director shall, if willing to act, be deemed to have been re-appointed unless the meeting it is resolved not

to fill the vacancy or unless a resolution for the reappointment of the director is put to the meeting and lost.

39. No person other than a director retiring shall be appointed or re-appointed a director at any general meeting unless;

(a) he is recommended by the directors; or

(b) not less than fourteen nor more than thirty-five clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Association of the intention to propose that person for appointment or reappointment stating the particulars which would, if he were so appointed, be required to be included in the Association's register of directors together with notice executed by that person of his willingness to be appointed or re-appointed.

40. Not less than seven or more than twenty-eight clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person who is recommended by the directors for appointment or reappointment as a director at the meeting or in respect of whom notice has been duly given to the Association of the intention to propose him at the meeting for appointment as a director. The notice shall give particulars of that person which would, if he were so appointed or re-appointed be required to be included in the Association's register of directors.

41. Subject as aforesaid, the Association may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.

42. The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with the articles as the maximum number of directors. A director so appointed shall hold office until the next following annual general meeting. If not appointed at such annual general meeting, he shall vacate office at the conclusion thereof.

43. Subject as aforesaid, a director who retires at an annual general meeting may, if willing to act, be reappointed. If he is not re-appointed, he shall retain office until the meeting appoints someone in his place, or if it does not do so, until the end of the meeting.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

44. The office of a director shall be vacated if:

(a) he ceases to be a director by virtue of any provision of the Act or the Company Directors Disqualifying Act 1986 or he becomes prohibited by law from being a director; or

(b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

(c) he is, or may be, suffering from mental disorder and either:

(i) he becomes a patient for the purposes of Part VIII of the Mental Health Act 1983 or, the Mental Health (Scotland) Act 1984 (as the case

may be); or

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

or

(d) he resigns his office by notice to the Association; or

(e) he is removed from office by resolution duly passed pursuant to Section 303 of the Act; or

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

REMUNERATION OF DIRECTORS

45. The directors shall be unpaid unless the Association by ordinary resolution otherwise determine.

DIRECTOR'S EXPENSES

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

DIRECTORS' APPOINTMENTS AND INTERESTS

47. Subject to the provisions of the Act, the directors may enter into an agreement or arrangement with any director for his employment by the Association or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made upon such terms as the directors determine and they may remunerate any such director for his services as they think fit. Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim to damages for breach of the contract of service between the director and the Association.

48. Subject to the provisions of the Act, and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director notwithstanding his office:

(a) may be a party to, or otherwise interested in, any transaction or arrangement with the Association or in which the Association is otherwise interested:

(b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Association or in which the Association is otherwise interested; and

(c) shall not, by reason of his office, be accountable to the Association for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or

arrangement shall be liable to be avoided on the ground of any such interest or benefit.

49. For the purposes of Article 48:-

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

(b) an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

PROCEEDINGS OF DIRECTORS

50. Subject to the provisions of the articles, the directors may regulate their proceedings as they think fit. A director may, and the secretary at the request of a director shall, call a meeting of the directors. It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote. A director who is also an alternate director shall be entitled in the absence of his appointer to a separate vote on behalf of his appointer in addition to his own vote.

51. The quorum for the transaction of the business of the directors may be fixed by the directors and unless is fixed at any other number shall be two. A person who holds office only as an alternate director shall, if his appointer is not present, be counted in the quorum.

52. The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number, but, if the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of filling vacancies or calling a general meeting.

53. Unless he is willing to do so, the Chairman shall preside at every meeting of directors at which he is present. But if there is no director holding that office, or if the director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairman of the meeting.

54. All acts done by a meeting of directors, or of a committee of directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.

55. A director may participate in a meeting of the board of directors

or of a committee of the board by means of conference telephone or similar communications equipment whereby all the directors participating in the meeting can hear each other, and the directors participating in a meeting in this manner shall be deemed to be present in person at such meeting.

56. A resolution in writing signed by all directors entitled to receive notice of a meeting of directors or of a committee of directors (which signature may be evidenced by letter, telex, cable, electronic mail, facsimile or otherwise as the directors may from time to time resolve to permit) shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held and may consist of several documents in the like form each signed by one or more directors; but a resolution signed by an alternate director need not be signed by his appointer, and if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.

57. Save as otherwise provided by the articles, a director shall not vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Association unless his interest or duty arises only because the case falls within one or more of the following paragraphs:-

(a) the resolution relates to the giving to him of a guarantee, security or indemnity in respect of money lent to, or an obligation incurred by him for the benefit of the Association or any of its subsidiaries;

(b) the resolution relates to the giving to a third party of a guarantee, security or indemnity of an obligation of the Association or any of its subsidiaries for which the director has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by giving of security;

(c) his interests arises by virtue of his subscribing or agreeing to subscribe for any debentures of the Association or any of its subsidiaries, or by virtue of his being, or intending to become, a participant in the underwriting or sub-underwriting of an offer of any such shares, debentures, or other securities by the Association or any of its subsidiaries for subscription, purchase or exchange;

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

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

59. The Association may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the articles prohibiting a director from voting at a meeting of directors or of a committee of directors.

60. If a question arises at a meeting of directors or a committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any director other than himself shall be final and conclusive.

SECRETARY

61. The initial Secretary shall be appointed by the subscribers. The Secretary shall be elected for a term of three years and shall demit office at the third annual general meeting after appointment. If he is not re-appointed, he shall retain office until the meeting appoints someone in his place or if it does not do so, until the end of the meeting. The directors may appoint a person who is willing to act to be secretary if said office is vacant and a person so appointed shall hold office only until the next following annual general meeting.

GENERAL COUNCIL

62 (a) There shall be a General Council to conduct the day to day business of the Association who shall comprise:

(i) Each of the Directors and the Secretary

(ii) Eighteen representatives of Full members elected as follows:

A representative shall serve a term of three years from the date of the AGM in the relevant year irrespective of the date of his appointment, but shall be eligible for re-election thereafter in accordance with the provisions of this Article.

Nominations of representatives must be made in writing to the Secretary of the Association and must be accompanied by an undertaking in writing from the nominated individual that he/she will, if elected, fulfil their obligations to the General Council and confirm their membership of a qualifying Games Committee. Nomination papers with supporting documentation must be returned to the Secretary of the Association not later than 31 August in any one year. There shall be three representatives for each of the six constituency areas. These areas shall comprise Highlands, Grampian, Fife, Tayside, Strathclyde, and Borders. Each Full Member shall be appointed to one of the said constituency areas as the General Council may determine from time to time.

In the event of there being three or fewer nominations for any area as defined in paragraph 3 thereof, these parties shall be elected to serve on the General Council without the need for any further procedure. In the event of there being four or more nominations for any such area then an election in that area shall be held as hereinafter defined.

Where four or more nominations are received for any area, the Secretary shall issue forthwith to each Full Member within that area a

list of the nominations so received. Each Full Member shall be entitled to vote for up to three of the persons whose names appear on the list issued by the Secretary and must return the voting paper to the Secretary not later than the Wednesday immediately preceding the Annual General Meeting of the Association in the relevant election year. The three nominated persons with the highest votes polled shall be elected to serve on the General Council without any further procedure. In the event of a tie in the number of votes polled by any of the nominated persons, the Full Members of the area in question who are represented at the Annual General Meeting shall be polled to determine the person to serve as the Council member. In the event that this poll results in a tie, then all of the Full Member Games represented at the Annual general Meeting shall be polled to determine which person shall be elected to serve as the Council Member for that area. In the event of this still resulting in a tie, these persons who have tied, shall draw lots to decide the winner.

In the event of a vacancy arising for whatever reason in any of the areas, there shall be a by-election in that area and the foregoing rules shall apply to that by-election as they apply to a full election. There shall be no by-election within 6 months of the AGM in any relevant election year.

A by-election would only be to replace the candidate or candidates whose retiral has occasioned the by-election.

(b) The General Council shall normally meet as and when necessary. The necessary quorum for the transaction of regular business shall be five together with a director. All matters shall be decided by a simple majority.

(c) The General Council shall, subject to any restrictions or limitations imposed by the directors, have power:

(i) ensure that games, sports meetings and events organised and presented by members are in accordance with the Rules and Regulations of the Association:

(ii) to appoint not more than three expert observers to attend the games, sports meetings and events organised and presented by members as SGA Representatives.

(iii) to consider reports by SGA Representatives acting under (ii) above regarding []

(iv) to promulgate and administer Rules relating to discipline and Rules and Regulations relating to games and events as Traditional Highland Games and Open Athletics.

(v) to assist members in the organisation and presentation of games sports meetings and events.

(vi) to promote national and international championships.

(vii) to appoint such sub-committees as shall appear to them desirable, providing that such sub-committees shall be given clear terms of reference and shall be required to keep minutes of meetings;

declaring that the Management Committee may ratify or rescind all recommendations or decisions of sub-committees. In particular subcommittees shall be appointed with responsibility for (i) Track Events; (ii) Field Events; (iii) Highland Dancing and Piping; (iv) Finance Marketing and Promotion; and (v) Constitution.

(viii) to co-opt additional members in an advisory capacity and shall be able to fill vacancies on the General Council which occur during any term of office.

(ix) consider and accept or reject all applications for membership of the Association.

MINUTES

63. The directors shall cause minutes to be made in books kept for the purpose:-

- (a) of all appointments of officers made by the directors; and
- (b) of all proceedings at meetings of the Association, of the directors, of committees of directors, and of the General Council and sub-committees thereof including the names of the directors or committee members present at such meeting.

THE SEAL

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

ACCOUNTS

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

NOTICES

66. Any notice to be given to or by any person pursuant to the articles shall be in writing except that a notice calling a meeting of the directors need not be in writing

67. The Association may give any notice to a member either personally or by sending it by post in a prepaid envelope addresses to the member at his registered address or by leaving it at that address. A member whose registered address is not within the United Kingdom and who gives to the Association an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Association.

68. A member present, either in person or by proxy, at any meeting of the Association shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

69. Proof that an envelope containing a notice was properly addresses, prepaid and posted shall be conclusive evidence that the

notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

70. The directors alone shall be empowered to make, alter, suspend or rescind any Rules and Regulations for the purpose of regulating the affairs of the Association, but that only upon a recommendation thereanent by the General Council. Notices of new, altered, suspended or rescinded bye-laws shall be sent by the directors to all members within one month of the meeting at which the bye-law was made, altered, suspended or rescinded.

EXPULSION AND SUSPENSION OF MEMBERS

71. (a) Should the conduct of any member in the opinion of the General Council be injurious to the objects and interests of the Association, or should any member fail to comply with the requirements of the Memorandum or Articles or any Rules or Regulations made thereunder, the General Council, having in its opinion given a reasonable opportunity to the member to furnish a written explanation (and/or a personal hearing, if the member so elects, shall be empowered to expel such member from the Association, or alternatively suspend the privileges of membership of such member for such period and on such other terms and conditions as the General Council shall in its absolute discretion think fit.

(b) Any member expelled or suspended by the General Council under the preceding paragraph may, within 7 days of the receipt of the notice of such expulsion or suspension, appeal from the decision of the General Council to the next general meeting of the Association. Pending the hearing of such appeal the decision of the General Council shall stand.

INDEMNITY

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