



The Companies Act 2006

Private company limited by guarantee and not having a share capital

**ST AYLES SKIFF INTERNATIONAL LIMITED**

**MEMORANDUM and ARTICLES of ASSOCIATION**

**Company no. SC690111**

## **NAME**

1. The name of the company is "ST AYLES SKIFF INTERNATIONAL LIMITED"

## **REGISTERED OFFICE**

2. The Registered Office of St Ayles Skiff International will be situated in Scotland.

## **OBJECTS and POWERS**

3. The objects of St Ayles Skiff International are:

### ***General***

(i) to act as the international class association, for boats of the type and design known as "St Ayles Skiff" in the sport of fixed seat coastal rowing and racing, and, as such, to act as the governing body for, and to co-operate with, such coastal and community rowing associations, and national class associations, throughout the world as may be appropriate and expedient, and be responsible for the sanctioning and organisation of world championship racing events for boats of the St Ayles Skiff Class;

(ii) to secure, as far as practicable, a uniform policy in all matters affecting the administration and development of the sport and recreation of fixed seat coastal rowing and racing and to that end to cooperate with and enter into agreements with such coastal and community rowing associations, and national class associations, as become members of, or affiliated to, the Company;

### ***Encourage, foster and develop***

(iii) to encourage, foster and develop the St Ayles Skiff Class and its participation in fixed seat coastal rowing and racing throughout the world, within all ages and sections of the population, without discrimination of any kind, and to promote health, wellbeing and participation in the recreational activities associated with the sport;

### ***Standards***

(iv) to establish and maintain a set of Building and Measurement Rules as the international standard rules of build and construction, world-wide, for the St Ayles Skiff ;

(v) to establish and maintain a set of Rules of Racing for St Ayles Skiff, as the international standard;

(vi) to establish and maintain a record of registered St Ayles Skiff rowing boats compliant with the Building and Measurement Rules as mentioned in paragraph (iv) above;

(vii) to establish and maintain a list of registered and authorised suppliers of St Ayles Skiff kits from which St Ayles Skiff rowing boats are built;

### ***Events***

(viii) to promote international co-operation and friendship by participation of rowers, coastal and community rowing associations, and national class associations in other countries in St Ayles Skiff fixed seat coastal rowing and racing competitions and events, and by encouraging the organisation of the same within the United Kingdom or elsewhere, in which parties from other countries may take part;

(ix) to promote and organise, or assist in promoting and organising, meetings, events, championships, trials, gatherings and other competitive and recreational events, and to approve facilities and arrangements for such events to be run under the auspices of the Company;

(x) to cooperate with and to promote a common approach by the national associations to competition rules and regulations, and minimum prescribed safety standards for events;

(xi) to promote the publication of an annual programme of all events held internationally for St Ayles Skiffs engaged in the sport of fixed seat coastal rowing and racing;

(xii) on behalf of the St Ayles Skiff Class to prepare and issue (and from time to time revise, as necessary) guidelines and policies concerning all forms and aspects of fixed seat coastal rowing, the conduct and management of any of the events referred to above and to promote the observance of the same by members, affiliates and others participating or competing in fixed seat coastal rowing and racing;

### ***Volunteers***

(xiii) on behalf of the St Ayles Skiff Class to support, promote and develop the recruitment, training and recognition of volunteers to operate and assist at all levels and in all capacities (including coaching, running clubs, officiating at events and organising and assisting at events) in support of the sport and recreation of fixed seat coastal rowing and racing;

### ***Technical advice***

(xiv) to provide and co-ordinate technical and other information regarding event organisation, safety, boat design, and training, for St Ayles Skiffs participating in the sport of fixed seat coastal rowing and racing;

(xv) to encourage and foster research and development, technical improvements and the dissemination of information in all areas relating to the equipment, skills, techniques and rules associated with St Ayles Skiff participating in fixed seat coastal rowing and racing;

(xvi) to provide information and advice to member, or affiliated, national associations and their members by means of books, periodicals, magazines, journals, leaflets, advertisements or any other appropriate methods including the Company's official website;

***Commercial opportunities***

(xvii) to develop, lead and assist in commercial, marketing and public relations policies and activities concerning the participation of the St Ayles Skiff in for the sport of fixed seat coastal rowing and racing, including, in particular, the sourcing and procuring of commercial support and sponsorship to assist with the funding of the Company, national and international competition and any other activities administered by the Company;

***Assistance***

(xviii) to provide member, or affiliated, national associations with such administration and management services as may, from time to time, be required;

***Other***

(xix) the Company shall have the following powers exercisable in furtherance of the said objects but not otherwise, namely:

(a) to purchase, take on lease or in exchange, hire or otherwise acquire heritable or personal property;

(b) to construct, maintain and alter any houses, buildings, offices or installations;

(c) to sell, lease, mortgage, charge or dispose of all or any part of the property or assets of the Company;

(d) to borrow or raise money for the objects of the Company on such terms and on such security as may be thought fit, subject to such consents as may be required by law;

(e) to take and accept any gift of money, property or other assets, whether subject to any special trust or not, for any one or more of the objects of the Company;

(f) to issue appeals and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the form of donations, subscriptions or otherwise;

(g) to collect and receive money and funds by way of contributions, donations, subscriptions, legacies, grants or any other lawful method, and to accept and receive gifts of property of any description for or towards all or any of the objects of the Company;

(h) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;

(i) to invest monies of the Company, if not immediately required for its purposes, in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents as may for the time being be imposed or required by law;

(j) to establish subsidiary or associated companies, and to carry on through any subsidiary or associated company any activities which the Company is authorised to carry on, and to make any arrangements whatsoever with such company (including any arrangements for taking the profits or bearing the losses of any such activities) as may be thought fit;

(k) to make any donations in cash or assets or establish or support or aid in the establishment or support of or guarantee or lend money (with or without security) to or for any charitable associations or institutions in any way connected with the purposes of the Company or calculated to further its objects;

(l) to engage and pay any person or persons, whether on a full time or part time basis or whether as consultant or employee, to supervise, organise, carry on the work of or advise the Company, and to pay in return for such services rendered to the Company their salaries, wages, fees and pensions;

(m) to subscribe to, or become a member of, any other association or body whose objects are wholly or partly similar to the objects of the Company, or the establishment or promotion of which may be beneficial to the Company;

(n) to initiate, support, and co-operate with others in proposals and activities calculated to assist in the promotion of the objects of the Company;

(o) to pay out of the funds of the Company the costs, charges and reasonable expenses of and incidental to the formation and registration of the Company; and

(p) to do all such lawful things as will further, or are conducive and incidental to, the attainment of the objects of the Company or any of them.

**LIMITED LIABILITY**

4. The liability of the Members is limited.

**UNDERTAKING to CONTRIBUTE to ASSETS**

5. Every Member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up while the member is a member, or within one year after the member ceases to be a Member, for payment of the debts and liabilities of the Company contracted before the member ceases 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 One pound sterling (£1).

We, the subscribers to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum.