

REGULATIONS OF SNOWSPORT SCOTLAND LIMITED ("SSS")

Company Number: SC095587

These Regulations should be read in conjunction with the Articles of Association of SSS ("the Articles").

Unless the context otherwise requires, words and expressions defined in the Articles have the same meanings in these Regulations.

1. Membership

1.1. Membership of SSS shall be open to individuals and organisations in accordance with article 24.1 of the Articles.

1.2. All Individual Members and Organisational Members of SSS shall be entitled to attend, speak and vote at general meetings of SSS and shall be bound by the limited guarantee provisions, in accordance with the provision of the Articles.

1.3. Youth Members and Honorary Members shall be to attend general meetings of the Company, but shall not have the right to speak or vote at such general meetings. Neither Youth Members nor Honorary Members shall be bound by the limited guarantee provisions in the Articles.

1.4. Procedure for admission

Article 24.2 of the Articles sets out the procedure by which individuals and organisations can apply to SSS to become members.

1.5. Membership classes and categories or packages of benefits provided

The membership classes of SSS are Individual Member, Organisational Member.

In accordance with article 25.2, the Board may create different and/or multiple categories or packages of benefits for Organisational Members and Individual Members. The categories or packages of benefits provided to, and the annual membership fees payable by, each Organisational or Individual Member will be determined by the Board from time to time.

INTERIM NOTE:

Details are provided below for the various categories of membership and affiliation the Board would wish to implement once draft Articles are approved by the membership. For a variety of reasons, the categories would be implemented at different times as summarised in the table below:

CATEGORY	RENEWAL	LAUNCH	COMMENTS
Clubs	Annual	1.9.18	Current membership structure would continue until 1.9.18
Competitors	Rolling	1.6.18	Current membership structure would continue until 1.6.18
Coaches	Rolling	1.6.18	Current membership structure would continue until 1.6.18

Other Organisations	Annual	ASAP	
Individuals	Rolling	ASAP	
Subscriber	Rolling	ASAP	
Fan	Rolling	ASAP	

The Organisational Member Class will have two categories, namely Clubs and Other Organisations and will derive benefits as follows:

ORGANISATIONAL MEMBERSHIP

All organisations, including clubs, facilities, ski schools and training groups are offered one membership product according to their profit status

BENEFITS FOR ORG	CLUBS	OTHER ORGANISATIONS
Public Liability Insurance	Y	N
Officers & Directors Insurance	Y	N
Employers Liability Insurance	Y	N
Organisational Governance Development Toolkits	Y	Y
Support with Participation Development	Y	Y
Event Equipment Training & Admin Support	Y	Y
Child Protection support	Y	Y
Organisational NGB Accreditation Scheme	Y	Y
Newsletter (for the org)	Y	Y
Vote (for the org)	Y	Y
BENEFITS FOR ORG's MEMBERS		
Blanket Public Liability for every member	Y	N
Blanket Public Liability for every season ticket holder, or registered or affiliated customer	N	Y
Membership Card for individual club members	N	N
Retail Discounts for individual club members	N	N
Newsletter for individual club members	N	N
Uplift discount for individual club members	N	N
Vote for individual club member	N	N

Core fee paid by organisation	£50	£50/£250
Per capita fee paid by organisation	£3	£3/£0

Notes:

Club members and/or Season Ticket Holders etc are not Individual Members or Affiliates of SSS by default until they register for an Individual Membership product. Therefore, they do not have a vote until they do so.

The Individual Member Class will have 3 categories, namely Member, Competitor and Coach and will derive benefits as follows:

INDIVIDUAL MEMBERSHIPS

CATEGORY	SSS MEMBER		SSS COMPETITOR (Required for BASS, BARTS & FIS competitors)		SSS COACH	
	For members of affiliated clubs/orgs	For everyone else	For members of affiliated clubs/orgs	For everyone else	Volunteer Coach	Professional Coach
TOTAL COST	£7/£5	£25/£20	£15/£10	£25/£20	£20/£15	£60/£55
BENEFITS						
Membership Card offering a selection of uplift, retail, insurance and travel discounts	Y	Y	Y	Y	Y	Y
Newsletters and feeds	Y	Y	Y	Y	Y	Y
Public Liability Insurance for UK Residents for recreational snowsports and competition activities (Global)	Already included via club membership per capita fee	Y	Already included via club membership per capita fee	Y	Y	Y
Personal Injury Benefit Insurance for Permanent Disability or Death (Global)	Y	Y	Y	Y	Y	Y
Vote	Y	Y	Y	Y	Y	Y
Competitor License & Alpine seeding number	N	N	Y	Y	£10	£10
Coaching License	N	N	N	N	Y	Y
Professional Indemnity and public liability insurance for coaching activity in the UK and abroad	N	N	N	N	Y	Y

If an individual member upgrades to a competitor or coach membership they only pay the difference in price.

The choice of category or package of benefits selected by the relevant Individual Member, or Organisational Member shall not prejudice the rights and obligations of each Individual Member or Organisational Member otherwise set out in the Articles.

1.6. Term and termination of membership

Membership of SSS is continual unless terminated in accordance with the Articles and as such membership does not require to be renewed each year. Notwithstanding this, Individual Members, Organisational Members and Youth Members require to pay an annual membership fee to SSS in order to receive the benefits attaching to each category of membership.

In accordance with the Articles, a member's annual membership fee shall be due for payment on the anniversary of the date on which his/its membership commenced and failure by any member to pay his/its annual membership fee on or prior to the due date will result in that member's applicable rights and privileges of membership being automatically suspended until such fees have been paid in full. Failure by any member to pay its annual membership fees within three months of the due date may result in that member's membership of SSS being terminated by the Board. The Board may also terminate the membership of any member without his/its consent in accordance with article 26.3 of the Articles.

An individual's membership will terminate when that person dies and an organisation's membership will terminate when it ceases to exist.

Any member may withdraw from membership of SSS by giving seven days' notice to SSS in writing.

2. **Affiliation**

2.1. Affiliation to SSS shall be open to individuals in accordance with article 24.3 of the Articles.

2.2. Affiliates are not members of SSS and while they are entitled to attend and speak at general meetings of SSS, they have no entitlement to vote. Given they are not members of SSS, Affiliates shall not be bound by the limited guarantee provisions of the Articles.

2.3. Procedure for affiliation

Any applicant wishing to become affiliated to SSS shall be required to complete an application form in the format provided by SSS, as determined and published by the Board from time to time.

Applications for affiliation shall require to be signed by the applicant and in the case of an applicant that is a club, facility or other organisation, a senior member or employee or an office bearer of that club, facility or other organisation and shall be entitled to sign the application form. An application form from a club, facility or other organisation shall be accompanied by a copy of that club, facility or other organisation's constitution and a list of its office bearers.

In submitting an application form to SSS for affiliation, the applicant shall include payment of the appropriate annual affiliation fee and agrees (and where the form is submitted on behalf

of club, facility or other organisation, such club, facility or other organisation and its members (if relevant) shall be deemed to be agree) to be bound by the terms of the Articles and these Regulations and accept the policies, rules and conditions of SSS.

2.4. Categories or packages of benefits provided

In accordance with article 25.2, the Board may create different and/or multiple categories or packages of benefits for Affiliates. The categories or packages of benefits provided to, and the annual affiliation fees payable by, each Affiliate will be determined by the Board from time to time. On adoption of these Regulations, it is proposed that the categories or packages of benefits shall be as follows:

INDIVIDUAL AFFILIATES

CATEGORY	SSS SUBSCRIBER	SSS FAN / SUPPORTER
For:	Non-members wishing to be included news media feeds	Non-members wishing to offer support to the sport
TOTAL COST	£0	£10
BENEFITS		
Membership Card offering discounts	N	Y
Newsletter	Y	Y
Public Liability Insurance for UK Residents for recreational and competition activities	N	N
Personal Injury Insurance Benefit - Permanent Disability or Death	N	N
Vote	N	N
Competitor License & Alpine seeding number where applicable ** See definition of where required	N	N
Coaching License	N	N
Professional Indemnity for coaching activity in the UK and abroad	N	N

The choice of category or package of benefits selected by the relevant Affiliate shall not prejudice the rights and obligations of each Affiliate otherwise set out in the Articles.

2.5. Term and termination of affiliation

An Affiliate shall be entitled to attend and speak at any general meeting of SSS, but shall have no entitlement to vote.

The term of affiliation shall be a 1 year period, commencing on the date on which the application to SSS for affiliation is accepted and confirmed to the Affiliate.

At the end of the term of affiliation such affiliation shall terminate unless the Affiliate has applied to renew his/its affiliation and paid the relevant affiliation fees.

Any Affiliate may withdraw from its term of affiliation by giving seven days' notice to SSS in writing. Notwithstanding resignation of affiliation, affiliation fees paid by the Affiliate for the year in which such Affiliate withdraws will not be refunded.

Affiliation is not transferable and affiliation will terminate when that person/body dies or ceases to exist.

The Board may terminate the affiliation of any Affiliate without his/its consent by giving him/it written notice, in the reasonable opinion of the directors:

- he/it is guilty of conduct which has or is likely to have a serious adverse effect on SSS or bring SSS or any or all of the members and/or directors into disrepute;
- he/it has acted or has threatened to act in a manner which is contrary to the interests of SSS as a whole; or
- he/it has failed to observe the terms of the Rules and Regulations.

Any Affiliate whose affiliation is terminated on one of these grounds shall not be entitled to a refund of any annual affiliation fees and shall remain liable to pay to SSS any sum owed by him/it.

3. **Finance**

The financial year of SSS shall be 1 April to 31 March.

The Board shall determine whether an auditor should be appointed and if required, the auditor shall be appointed at each appropriate AGM.

4. **Committees**

4.1. In accordance with the Articles, the directors may delegate any of the powers which are conferred on them under the Articles to a committee.

4.2. Appointments to committees

The Board has the power to co-opt any person to a committee as it deems appropriate. Notwithstanding this, any vacancies on a committee will be intimated to the snowsport community in such manner as the Board may determine and on the SSS website. Nominations may be made by member organisations (with the consent of the nominee) and individuals can apply to the Board for consideration. Unless stated otherwise, the Chairperson and CEO shall be ex-officio members of all committees.

4.3. Terms of Office

With the exception of ex-officio members, committee member may serve a term of office of three years and can serve a maximum of two consecutive terms after which they must retire from the committee. A member of a committee who has served the maximum consecutive term of six years will be eligible for reappointment to that committee after a period of twelve months.

The Board shall appoint representatives to serve on external bodies (e.g. BSS). The terms of office for such representation may not be the same as for appointments to the Board or

committees and shall be determined by the regulations of the external body. In addition, such external representatives shall be co-opted by the Board to the relevant committee to maintain continuity and communication between SSS and the external body.

4.4. Meetings

Each committee shall meet as often as is necessary to carry out its remit but, as a minimum, each committee must meet twice per annum.

4.5. Procedure

Each committee shall be serviced by a relevant member of SSS staff who shall make all preparations for meetings and record notes, including accurate recording of recommendations to the Board. Notes will be made available to the Board. Committee members shall be bound by the SSS Committee Code of Conduct.

4.6. Sub-committees

Each committee shall be able to appoint a sub-committee to fulfil a part of its remit, provided that the provisions laid out above are followed.

4.7. **Terms of Reference: Finance Committee**

4.7.1. **Accountability**

The Finance Committee is a committee of the Board.

4.7.2. **Membership**

The Finance Committee shall consist of:

- The Independent finance director appointed in accordance with article 21.3 (acting as chairperson of the Finance Committee);
- Any one of the directors appointed in accordance with either article 21.4 or elected in accordance with article 21.5; and
- Such additional members as may be appointed by the Board.

4.7.3. **Secretariat:** The Accounts and Office Manager will be in attendance

4.7.4. **Remit**

- To consider and make recommendations to the Board on all matters relating to the budgets and financial management of SSS.
- To consider and make recommendations to the Board on matters relating to staffing structures, financial compliance, human resources and office premises.

4.8. **Terms of Reference: Remuneration Committee**

4.8.1. **Accountability**

The Remuneration Committee is a committee of the Board.

4.8.2. **Membership**

The Remuneration Committee shall consist of:

- The Independent chairperson of SSS appointed in accordance with article 21.3 (acting as chairperson of the Remuneration Committee);
- The Independent finance director appointed in accordance with article 21.3; and
- Any one of the directors appointed in accordance with either article 21.4 or elected in accordance with article 21.5, other than the Sports Directors.

4.8.3. **Secretariat:** The CEO (in attendance only)

4.8.4. **Remit**

- To consider and oversee the implementation of a fair and reasonable performance related remuneration system for SSS.
- To determine the process by which annual remuneration is set.
- To consider the recommendations of the CEO for annual remuneration using the agreed process and to report to the Board thereon.
- To review the annual remuneration of the CEO and report to the Board thereon.
- To consider the implications of any independent review of salaries and packages against the market.

4.9. **Terms of Reference: Governance Committee**

4.9.1. **Accountability**

The Governance Committee is a committee of the Board.

4.9.2. **Membership**

The Governance Committee shall consist of:

- The Independent chairperson of SSS appointed in accordance with article 21.3 (acting as chairperson of the Governance Committee);
- Any two of the directors appointed in accordance with either article 21.4 or elected in accordance with article 21.5, other than the Sports Directors; and
- Such additional members as may be appointed by the Board.

4.9.3. **Secretariat:** The CEO

4.9.4. **Remit**

- To consider and make recommendations to the Board on all matters relating to Governance in accordance with the 12 principles of good governance as follows:
 - Commitment to implementing the Nolan Principles www.scotland.gov.uk/publications/2006/07/11153800/11
 - Commitment to continuous improvement
 - Strategic planning framework
 - Appropriate board composition
 - Succession planning
 - Effective performance management systems
 - Clear roles and responsibilities
 - Legally compliant
 - Effective control environment
 - Appropriate operational structure
 - Positive relations and partnerships
 - Proactive GB and home nation engagement

4.10. **Terms of Reference: Business Committee**

4.10.1. **Accountability**

The Business Committee is a committee of the Board.

4.10.2. **Membership**

The Business Committee shall consist of:

- One director of the Board (acting as chairperson of the Business Committee);
- Any one of the directors appointed in accordance with either article 21.4 or elected in accordance with article 21.5; and
- Such additional members as may be appointed by the Board.

4.10.3. **Secretariat:** The CEO

4.10.4. **Remit**

- To consider and make recommendations to the Board on all matters relating to business related marketing and communications.
- To consider and make recommendations to the Board on all matters relating to commercial activity.

4.11. **Terms of Reference: Alpine Committee**

4.11.1. **Accountability**

The Alpine Committee is a committee of the Board.

4.11.2. **Membership**

The Alpine Committee shall consist of:

- The Sports Director, having responsibility for the Alpine discipline, elected in accordance with article 21.5 (acting as chairperson of the Alpine Committee);
- Any one of the directors elected in accordance with article 21.5; and
- Such additional members as may be appointed by the Board.

4.11.3. **Secretariat:** A member of the SSS Management Team

4.11.4. **Remit**

- To consider and make recommendations to the Board on all matters relating to following aspects as they relate to Alpine disciplines:
 - Squad selection, preparation and management
 - Participation programmes
 - Performance development programmes
 - Coaching requirements
 - Competition
 - Communication

4.12. **Terms of Reference: Park & Pipe Committee**

4.12.1. **Accountability**

The Park & Pipe Committee is a committee of the Board.

4.12.2. **Membership**

The Park & Pipe Committee shall consist of:

- The Sports Director, having responsibility for the Park & Pipe discipline, elected in accordance with article 21.5 (acting as chairperson of the Park & Pipe Committee);
- Any one of the directors elected in accordance with article 21.5; and
- Such additional members as may be appointed by the Board.

4.12.3. **Secretariat:** A member of the SSS Management Team

4.12.4. **Remit**

- To consider and make recommendations to the Board on all matters relating to following aspects as they relate to Park & Pipe disciplines:
 - Squad selection, preparation and management
 - Participation programmes
 - Performance development programmes
 - Coaching requirements
 - Competition
 - Communication

4.13. **Terms of Reference: Nordic Committee**

4.13.1. **Accountability**

The Nordic Committee is a committee of the Board.

4.13.2. **Membership**

The Nordic Committee shall consist of:

- The Sports Director, having responsibility for the Nordic discipline, elected in accordance with article 21.5 (acting as chairperson of the Nordic Committee);
- Any one of the directors elected in accordance with article 21.5; and
- Such additional members as may be appointed by the Board.

4.13.3. **Secretariat:** A member of the SSS Management Team

4.13.4. **Remit**

- To consider and make recommendations to the Board on all matters relating to following aspects as they relate to Nordic disciplines:
 - Squad selection, preparation and management
 - Participation programmes
 - Performance development programmes
 - Coaching requirements
 - Competition
 - Communication

5. **Regional and National Forums**

- 5.1. The Board will establish Regional and National Forums to provide the Board with a means of engaging with the Snowsport community and so that participants, and those with an interest, in Snowsports can bring important issues to the attention of the Board.
- 5.2. The purpose of the Forums will be to debate and consider key strategic issues and make recommendations to the Board. Forums and topics for discussion can be proposed by any member of SSS or Affiliate.
- 5.3. There shall be a minimum of two meetings of each Forum held annually.
- 5.4. The Board shall ensure that each Forum is appropriately supported with secretariat facilities.
- 5.5. Members of the Board and staff shall attend and participate fully in debates.

6. **Policies and procedures of SSS**

- 6.1. The Board shall at all times ensure that the following policies and procedures are maintained and applied by SSS as required:
 - Disciplinary Procedures
 - Anti-Corruption
 - Ant-Doping and Clean Sport
 - Board Director Code of Conduct
 - Committee Code of Conduct
 - Conflict of Interest
 - Data Protection
 - Equality
 - Ethical Sponsorship
 - Finance (including Reserves)
 - Fraud
 - Gifts and Hospitality
 - Health and Safety
 - Managing Challenging Behaviour
 - Risk Management
 - Whistleblowing

The Board may establish, publish and enforce any further policies and procedures for the control and governance of Snowsports in Scotland that are required from time to time.

