

THE COMPANIES ACT CAP 308



**BY-LAW NO. 1**

A by-law relating generally to  
the conduct of the affairs of:

**THE ATHLETICS ASSOCIATION OF BARBADOS INC.**

**Incorporated 17<sup>th</sup> November, 2015**

**This by-law was approved and adopted at a General Meeting held on 12<sup>th</sup> May 2016 at the BOA's headquarters as the document governing the activities of the AAB Inc.**

## Contents

Article 1 .....	4
THE COMPANY .....	4
Article 2 .....	4
DEFINITIONS AND INTERPRETATION .....	4
Article 3 .....	7
SEAL.....	7
Article 4 .....	7
AFFILIATION.....	7
Article 5 .....	7
REGISTERED OFFICE .....	7
Article 6 .....	7
MAIN OBJECTS .....	7
Article 7 .....	9
MEMBERSHIP.....	9
REGISTER OF MEMBERS .....	10
DISCONTINUANCE OF MEMBERSHIP .....	11
CESSATION OF MEMBERSHIP .....	11
MEETINGS OF MEMBERS.....	13
Article 8 .....	18
SUBSCRIPTIONS AND FEES .....	18
Article 9 .....	19
AFFILIATES CONSTITUTIONS.....	19
Article 10 .....	19
DELEGATES .....	19
Article 11 .....	20
POWERS OF THE COMPANY .....	20
Article 12 .....	21
SUBSCRIPTIONS .....	21
Article 13 .....	21
OFFICERS.....	21
Article 14 .....	23
DIRECTORS .....	23
MEETINGS OF DIRECTORS .....	26
Article 15 .....	28
CHIEF EXECUTIVE OFFICER .....	28
Article 16 .....	28
STAFF.....	28
Article 17 .....	28
FOR THE PROTECTION OF DIRECTORS AND OFFICERS .....	28
Article 18 .....	30
COMMITTEES.....	30
Article 19 .....	30
NOTICES.....	30
Article 20 .....	32
INDEMNITY FOR OFFICERS AND EMPLOYEES .....	32
Article 21 .....	32
CHEQUES, DRAFTS AND NOTES .....	32

Article 22 .....	33
EXECUTION OF INSTRUMENTS.....	33
Article 23 .....	33
SIGNATURES.....	33
Article 24 .....	34
FINANCIAL YEAR .....	34
Article 25 .....	34
COURT OF ARBITRATION FOR SPORT .....	34
Article 26 .....	35
ANTI-DOPING COMPLIANCE .....	35
Article 27 .....	35
CHILD PROTECTION POLICY .....	35
Article 28 .....	35
AMENDMENT TO BY-LAW.....	35

**COMPANIES ACT CHAPTER 308 OF THE LAWS OF BARBADOS**

**THE ATHLETICS ASSOCIATION OF BARBADOS INC.**

COMPANY NO. 40058

**BY-LAW NO.1**

*A by-law relating generally to the conduct of the affairs of:*

**THE ATHLETICS ASSOCIATION OF BARBADOS**

**Article 1**

***THE COMPANY***

- 1.1. BE IT ENACTED as the general by-law of the Athletics Association of Barbados (hereinafter sometimes called "the Company") as follows:

**Article 2**

***DEFINITIONS AND INTERPRETATION***

- 2.1. In this by-law and all other by-laws of the Company, unless the context otherwise requires:

All terms contained in the by-laws and defined in the Act or the Regulations shall have the meanings given to such terms in the Act or the Regulations;

The singular includes the plural and the plural includes the singular; the masculine gender includes the feminine and neuter genders; the word "person" includes bodies corporate, companies, partnerships, syndicates, trusts and any association of persons; and the word "individual" means a natural person.

“**AAB**” means the Athletics Association of Barbados Inc.

"**Act**" means the Companies Act Chapter 308 of the Laws of Barbados, as from time to time amended and every statute substituted therefor and, in the

case of such substitution, any references in the by-laws of the Company to provisions of the Act shall be read as references to the substituted provisions therefor in the new statute or statutes;

**“Athletics”** means Track and Field, Road Running, Race Walking and Cross Country Running;

**“BOA”** means Barbados Olympic Association Inc;

**“Board”** means the Board of Directors of the Athletics Association of Barbados Inc. (AAB);

**“by-laws”** means any by-laws of the Company from time to time in force;

**“CACAC”** means the Central American and Caribbean Athletics Confederation;

**“Clubs”** means sporting organisations affiliated to the AAB;

**“Competitions”** means and includes:

- (i) any championship or games (national or otherwise) organised or conducted by a member association for or on behalf of the AAB.
- (ii) any championship or games (national or otherwise) sponsored, conducted by, or on behalf of the AAB.
- (iii) any international championship or games at which the AAB is represented.

**“Delegate”** means the person elected or appointed from time to time by a School or Club to act for or on behalf of that School or Club and to represent at General meetings;

**“Financial Year”** means the period between the 1<sup>st</sup> day of

- (i) October in one year and the 30<sup>th</sup> day of September in the subsequent year, or such other period as may be determined by the Board;

(ii) all terms contained in the by-laws and defined in the Act or the Regulations shall have the meanings given to such terms in the Act or the Regulations.

**“IAAF”** means the International Association of Athletics Federations – the World Governing Body for Athletics;

**“Intellectual Property”** means all rights or goodwill subsisting in copyright, business names, trademarks (or signs), logos, designs, or patents or marks relating to the AAB or any event, competition, championship, meeting or sporting activity of or conducted, promoted or administered by the AAB;

**“Life Member”** means an individual upon whom Life Membership of the AAB had been conferred under Article 7.3 (iv a and b);

**“NACAC”** means North American, Central American and Caribbean Athletics Confederation;

**“NADO”** means National Anti-Doping Organisation;

**“Regulations”** means any regulations made under the Act, and every regulation substituted therefor and, in the case of such substitution, any references in the by-laws of the Company to provisions of the Regulations shall be read as references to the substituted provisions therefor in the new regulations;

**“Schools”** means schools affiliated to the AAB and shall include colleges and universities;

**“WADA”** means World Anti-Doping Agency.

### Article 3

#### **SEAL**

- 3.1. The common seal, an impression of which appears in the margin hereof shall be the common seal of the company.



### Article 4

#### **AFFILIATION**

- 4.1. The Company shall be affiliated to the:
- IAAF
  - NACAC
  - CACAC
  - BOA and
  - Such other national, regional or international organisations as determined from time to time by the Board by resolution.

### Article 5

#### **REGISTERED OFFICE**

- 5.1. The registered office of the Company shall be at WORRELL'S HOUSE WHITEPARK ROAD, SAINT MICHAEL in the Island of BARBADOS or at such other address as the Board may fix from to time by resolution.

### Article 6

#### **MAIN OBJECTS**

- 6.1. To develop, manage and regulate Athletics in Barbados without discrimination.
- 6.2. To ensure that the conduct of Athletics in Barbados shall be governed by the standards, regulations and rules laid down by the IAAF.

- 6.3. To promote and conduct athletic meetings in Barbados and to join with other associations and/or organisations in promoting and controlling Athletics regionally and internationally.
- 6.4. To make regulations for the establishment and documentation of National and such other athletic records in Barbados as may be agreed upon by the Board.
- 6.5. To ensure that Athletics plays its role as a sport in the educational and cultural advancement of all citizens and residents in Barbados.
- 6.6. To encourage physical systematic exercise and education in BARBADOS.
- 6.7. To establish and maintain joint collaboration with any organisation (not being a member of the Company) which is devoted to or is formed wholly, partially or otherwise for the promotion of physical culture or some other activity in athletics either generally, occasionally or on a single occasion.
- 6.8. To establish and maintain throughout BARBADOS uniform rules for its members for the governance of athletics.
- 6.9. To encourage and promote the interests of and to maintain discipline among its members.
- 6.10. To establish Clubs and to maintain discipline among these Associations.
- 6.11. To foster healthy inter-Club and inter-school rivalry in Athletics among its members and to promote inter-Club, inter-School, regional, international or other competitions from time to time.
- 6.12. To arrange and/or provide for or join with others in arranging and/or providing for the holding of courses for the instruction and teaching of athletics.



- 6.13. To foster the provision of playgrounds, gymnasia, stadia, fields and other amenities for athletics in BARBADOS.

## **Article 7**

### **MEMBERSHIP**

- 7.1. Membership in the Company is open both to individuals and organizations, subject to ratification by the Board.
- 7.2. Application for membership shall be made to the Secretary in writing and approved by the Board upon such form as the Board may from time to time prescribe and shall be supported by such evidence as may be required.
- 7.3. There shall be 4 categories of membership:
- (i) **Individual Members**

Individual Financial Members 18 years and over who have applied and shall have 1 vote at General Meetings and have:

    - (a) Successfully completed a recognised course of training in officiating or coaching or
    - (b) Volunteered in non-coaching or non-officiating activities with the Company or its affiliates for 2 years or more.
    - (c) Given administrative service to the Company or its affiliates.
    - (d) Represented Barbados in Athletics Competitions.

- (ii) **Member Clubs**

Member Clubs shall be represented at General Meetings by one delegate, who shall be 18 years or older and shall have one vote. They shall pay the appropriate subscription as determined by the Board.

- (iii) **Member Schools**

Member Schools shall be represented at General Meetings by one delegate, who shall be 18 years or older and shall have one vote. They shall pay the appropriate subscription as determined by the Board.

**(iv) Honorary Life Vice Presidents**

(a) Honorary Life Vice Presidents, being those individuals who have provided long and meritorious service to the AAB. Honorary Life Vice Presidents shall only be appointed by special resolution at a General Meeting. Nominations for Honorary Life Vice Presidency must be submitted by Financial Members and must be received by the Secretary. Honorary Life Vice Presidents shall be entitled to attend and debate at meetings without the right to nominate, second, vote or become a Director.

(b) Life Members, being those members who prior to incorporation of the Company paid the equivalent of 10 years “Individual Member” subscriptions at the date of application and were accorded the status of “individual life members”. Life Members shall be entitled to all of the rights and privileges of Member, provided that no more individuals shall be accorded Life Membership.

***REGISTER OF MEMBERS***

- 7.4. Each Club and School shall maintain in a form and with such details as are required by the AAB, a register of all their respective members and shall provide prompt and regular updates of that register to the AAB when required by the Board.
- 7.5. The Board has the right and power from time to time to create new categories of membership with such rights, privileges and obligations as are determined applicable.
- 7.6. The Secretary shall keep and maintain a register of all AAB members. Having regard to privacy and confidentiality considerations, an extract of the register excluding the address and any confidential information of any Member, Officer or Delegate shall be available for inspection but not copying upon reasonable request by a Member.

## ***DISCONTINUANCE OF MEMBERSHIP***

### **7.7. A Member's Withdrawal Of Membership**

A Member may withdraw membership by 28 days written notice to the Board. Such withdrawal shall be confirmed only by approval of the Board, which approval may not be unreasonably withheld.

### **7.8. Member's Failure To Comply**

Where a Member fails to comply with his financial obligations, including those listed under **Article 12**, the Board may determine that Member to be not of good standing and that member's membership shall lapse. On determination that a Member is not of good standing, the Board shall give notice to the Member of its failure to meet the said obligations and of its pending lapse of Membership.

### **7.9. Forfeiture of Rights**

A Member who or which ceases to be a Member, for whatever reason, shall forfeit all right in and claim upon the AAB and its property including Intellectual Property. Any AAB documents, records or other property in the possession, custody or control of that Member shall be returned to the AAB immediately.

### **7.10. Representation Rights**

Where a Member ceases to be a Member of the AAB, he shall also forfeit all representation rights at General Meetings.

### **7.11. Membership May be Reinstated**

Membership which has lapsed, been withdrawn or terminated under its by-laws, if any, may be reinstated at the discretion of the AAB, on application in accordance with the by-laws and otherwise on such conditions as the Board sees fit.

## ***CESSATION OF MEMBERSHIP***

### **7.12. Non-payment of Subscription**

When a member fails to pay the annual subscription within 6 months after the same shall become due, the Board may order that the member be suspended for such period as the Board may be determined or that the member's name be struck

off the list of members whereupon the member shall cease to be a member of the Company.

7.13. **Disciplinary Action**

(i) The Board shall appoint a disciplinary committee. The disciplinary committee so appointed shall comprise 5 persons, 1 of whom shall be an attorney and none of whom shall be a Director or former Director who has held office within the last 2 years.

(ii) If in the opinion of the Board a Member is in breach of the provisions of the by-law(s) or any rules or regulations of the sport or if he fails to comply with a decision of an authorised official or sub-committee member whether in Competition or out of Competition or if he conducts himself in a manner which is or may be injurious to the Company or act in a manner which will bring the Company or the sport into disrepute or which is prejudicial to the interests of the Company; the Board may within 28 days of the date that the alleged breach or misconduct is reported to the Board refer the matter to the disciplinary committee for investigation or determination.

7.14. Members will be subject to the jurisdiction, penalties and appeal mechanisms of the AAB set out in the by-laws.

7.15. Members undergoing disciplinary proceedings shall be given an opportunity to be heard.

7.16. A member resigning or expelled or whose name is struck off the register of members shall nevertheless remain liable for all moneys then due from him to the Company.

*Comment to Article 7*

*There shall be a specific procedure for a Member who faces a disciplinary charge:*

(i) *The Disciplinary Committee shall comprise no less than five (5) members (not including Board Members) from whom any three (3) shall form a panel for the purpose of a disciplinary hearing.*

- (ii) *The Disciplinary Committee or someone delegated by it shall conduct an investigation to determine whether an offence has been committed. The investigator shall/shall not be eligible to form part of the panel referred to in (i) above.*
- (iii) *The offence, if any, must be identified under the applicable rules/laws of the AAB.*
- (iv) *The Member shall be notified by the Secretary of the AAB of the offence and given notice of the ensuing disciplinary hearing.*
- (v) *The Member shall be informed of his right to be represented at the hearing. Such representative may be qualified in law. The Member shall be entitled to bring witnesses to the hearing.*
- (vi) *At the hearing, the Member shall be afforded the opportunity to be heard and to defend the charge laid against him.*
- (vii) *The decision of the Disciplinary Committee shall be communicated to the Member in writing indicating the penalty, if any, imposed by the Disciplinary Committee.*
- (viii) *The Member shall have a right of appeal to the Court of Arbitration in Lausanne, Switzerland.*

## **MEETINGS OF MEMBERS**

### **7.17. Annual General Meetings**

- (i) Subject to the provisions of **section 105** of the Act, the Annual General Meeting of the members shall be held on such day in each year and at such time as the Board may by resolution determine at any place within BARBADOS.
- (ii) The agenda shall include:
  - Reading of the notice convening the Annual General Meeting
  - Confirmation of delegates' credentials and proxies.
  - Roll call
  - Confirmation of the minutes of the previous Annual General Meeting and matters arising there from.

- A President’s report on activities
- A Treasurer’s report.
- An audited financial statement.
- The appointment of an auditor.
- Where, applicable, the election of Directors.
- Motions and resolutions.
- Any other business that has been lawfully placed on the agenda

(iii) Nominations for election to the Board can only be accepted if they are received by the Secretary not less than fourteen (14) days before the date set aside for the Annual General Meeting.

(iv) Any member desirous of having a motion or resolution placed on the Agenda for the Annual General Meeting shall submit the same in writing to the Honorary Secretary of the Association by the 30<sup>th</sup> day of September. Any motion or resolution received after the deadline would be rejected unless there is clear evidence that the document was sent before the deadline.

7.18. **Special General Meetings:** Special meetings of members may be convened by order of the President, First Vice President or by the directors at any date and time and at any place within Barbados or, if all the members entitled to vote at such meeting so agree, outside Barbados.

7.18.1 The directors shall, on the requisition of ten percent of the members of the Company that have a right to vote at the meeting requisitioned, forthwith convene a meeting of members, and in the case of such requisition the following provisions shall have effect:

- (a) the requisition must state the purposes of the meeting and must be signed by the requisitionists and deposited at the Registered Office, and may consist of several documents in like form each signed by one or more of the requisitionists;
- (b) if the directors do not, within twenty-one days from the date of the requisition being so deposited, proceed to convene a meeting, the

requisitionists or any of them may themselves convene the meeting, but any meeting so convened shall not be held after three months from the date of such deposit;

(c) unless subsection (3) of section **129** of the Act applies, the directors shall be deemed not to have duly convened the meeting if they do not give such notice as is required by the Act within fourteen days from the deposit of the requisition;

(d) any meeting convened under this paragraph by the requisitionists shall be called as nearly as possible in the manner in which meetings are to be called pursuant to the by-laws and Divisions E and F of Part I of the Act.

7.19. **Notice:** A printed, written or typewritten notice stating the day, hour and place of meeting shall be given by serving such notice on each member entitled to attend such meeting, on each director and on the auditor of the Company in the manner specified in paragraph 19.1 hereof, not less than twenty-one days or more than fifty days (in each case exclusive of the day on which the notice is delivered or sent and of the day for which notice is given) before the date of the meeting. Notice of a meeting at which special business is to be transacted shall state (a) the nature of that business in sufficient detail to permit the member to form a reasoned judgment thereon, and (b) the text of any special resolution to be submitted to the meeting.

7.20. **Waiver of Notice:** A member and any other person entitled to attend a meeting of members may in any manner waive notice of a meeting of members and attendance of any such person at a meeting of members shall constitute a waiver of notice of the meeting except where such person attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

7.21. **Omission of Notice:** The accidental omission to give notice of any meeting or any irregularity in the notice of any meeting or the non-receipt of any notice by any member, director or the auditor of the Company shall not invalidate any resolution passed or any proceedings taken at any meeting of the members.

7.22. **Votes:** Except in the case of election of Directors, which shall be by secret ballot, every question submitted to any meeting of members shall be decided in the first instance by a show of hands unless a person entitled to vote at the meeting has demanded a ballot and, if the Articles so provide, in the case of an equality of votes the chairman of the meeting shall on a ballot have a casting vote in addition to any votes to which he may be otherwise entitled.

7.22.1 At every meeting at which he is entitled to vote, every member, proxy holder or individual authorized to represent a member who is present in person shall have one vote on a show of hands. Upon a ballot at which he is entitled to vote, every member, proxy holder or individual authorized to represent a member shall, subject to the Articles, have one vote.

7.22.2 At any meeting unless a ballot is demanded, a declaration by the chairman of the meeting that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact.

7.22.3 When the President and the Vice-Presidents are absent, the persons who are present and entitled to vote shall choose another director as chairman of the meeting; but if no director is present or all the directors present decline to take the chair, the persons who are present and entitled to vote shall choose one of their number to be chairman.

7.22.4 A ballot may, either before or after any vote by a show of hands, be demanded by any person entitled to vote at the meeting. If at any meeting a ballot is demanded on the election of a chairman or on the question of adjournment, it shall be taken forthwith without adjournment. If at any meeting a ballot is demanded on any other question or as to the election of directors, the vote shall be taken by ballot in such manner and either at once, later in the meeting or after adjournment as the chairman of the meeting directs. The result of a ballot shall be deemed to be the resolution of the meeting at which the ballot was demanded. A demand for a ballot may be withdrawn.



7.23 **Proxies:** Votes at meetings of members may be given either personally or by proxy or, in the case of a member who is a body corporate or association, by an individual authorized by a resolution of the directors or governing body of that body corporate or association to represent it at meetings of members of the company.

7.23.1 A proxy shall be executed by the member or his attorney authorized in writing and is valid only at the meeting in respect of which it is given or any adjournment thereof.

7.23.2 A person appointed by proxy need not be a member.

7.23.3 Subject to the provisions of Part V of the Regulations, a proxy may be in the following form:

*The undersigned member of The Athletics Association of Barbados Inc hereby appoints [Name] of [Address] or failing him, [Name] of [Address] as the nominee of the undersigned to attend and act for the undersigned and on behalf of the undersigned at the meeting of the members of the said Company to be held on the [ ]day of [ ] 20 and at any adjournment or adjournments thereof in the same manner, to the same extent and with the same powers as if the undersigned were present at the said meeting or such adjournment or adjournments thereof.*

*DATED this                      day of                      20                      .*

\_\_\_\_\_  
*Signature of member*

7.24 **Adjournment:** The chairman of any meeting may, with the consent of the meeting, adjourn the same from time to time to a fixed time and place and no notice of such adjournment need be given to the members unless the meeting is adjourned by one or more adjournments for an aggregate of thirty days or more in which case notice of the adjourned meeting shall be given as for an original meeting. Any business that might have been brought before, or dealt with at, the

original meeting in accordance with the notice calling the same may be brought before, or dealt with at, any adjourned meeting for which no notice is required.

7.25 **Quorum:** Subject to the Act, a quorum for the transaction of business at any meeting of the members shall be one-third of the financial membership of the Company ordinarily resident in Barbados, present in person, each being either a member entitled to vote thereat, or a duly appointed proxy holder or representative of a member so entitled. If a quorum is present at the opening of any meeting of the members, the members present or represented may proceed with the business of the meeting notwithstanding a quorum is not present throughout the meeting. If a quorum is not present within 30 minutes of the time fixed for a meeting of members, the persons present and entitled to vote may adjourn the meeting to the same day 30 days after at the same time and at the same place but may not transact any other business. If at the adjourned meeting a quorum is not present within 30 minutes of the appointed time, the members present shall constitute a quorum and may transact any business of the meeting.

7.26 **Resolution in lieu of meeting:** Notwithstanding any of the foregoing provisions of this by-law, a resolution in writing signed by all the members entitled to vote on that resolution at a meeting of the members is, subject to section 128 of the Act, as valid as if it had been passed at a meeting of the members.

## **Article 8**

### ***SUBSCRIPTIONS AND FEES***

- 8.1. Fees including annual membership fees payable by Members to the AAB shall be determined by resolution at the Annual General Meeting on the recommendation of the Board.
- 8.2. Moneys payable to the AAB by the Members shall be forwarded to the Treasurer for the AAB's use by such dates as are prescribed by the Board.

## Article 9

### *AFFILIATES CONSTITUTIONS*

- 9.1. Each Member Club and School shall take all necessary steps to ensure its constituent documents are in a form acceptable to the AAB and are consistent with the Objects of the AAB.
  
- 9.2. Each Member acknowledges and agrees that this by-law constitutes a contract between each of them and the AAB and by accepting membership to the Company binds himself to any related by-laws, rules and regulations now and henceforth.

## Article 10

### *DELEGATES*

- 10.1. **Appointment of Delegates** Each Member Club and School shall be entitled to appoint one Delegate. A Delegate must:
  - (a) be an Individual Member of the Member Club or School which appoints him;  
and
  - (b) be appropriately empowered by that Member Club or School to make decisions at General Meetings.
  
- 10.2. **Delegates as Representatives** Delegates shall represent their Member Club or School at General Meetings and shall have full power to consider and vote on resolutions at General Meetings.
  
- 10.3. **Delegates who become Officers** A Delegate shall immediately cease to function as a Delegate upon election as an Officer and shall be replaced by an Alternate Delegate.
  
- 10.4. **Secretary to Be Advised** Each Member Club and School shall advise the Secretary of its appointed Delegate and its Alternate Delegate and shall advise the Secretary of any change in the appointments prior to the next General Meeting following the change.

- 10.5. **Alternate Delegates** A Member Club or School may appoint an Alternate Delegate. An Alternate Delegate must comply with the requirements for Delegates set out in **Article 10** and has such rights and powers as does a Delegate.

*Comment to Article 10*

*(i) The role of the Delegate is to represent his Member Club or School and express its wishes. He therefore acts as spokesman for his Club or School and not as an individual. A Member Club or School shall be responsible for choosing as its Delegate such person as can properly meet the abovementioned expectation.*

*(ii) The Member Club or School shall advise the Secretary of its Delegate no less than fourteen (14) days before the meeting in which the Delegate is expected to participate.*

*(iii) Such communication to the Secretary may be by facsimile, registered mail, hand delivery or electronically.*

## **Article 11**

### ***POWERS OF THE COMPANY***

The Company may:

- 11.1. become a Member of and co-operate with another Association or organisation, whether incorporated or not, whose objects are altogether or in part similar to those of the AAB.
- 11.2. purchase or otherwise acquire any lands, buildings, easements or property, real and personal, and any rights or privileges which may be requisite for the purposes and objects of the AAB.
- 11.3. take such steps as may be deemed expedient for the purpose of procuring contributions to the funds of the AAB in the form of donations, annual subscription fees or other donations.
- 11.4. appoint from time to time and with or without remuneration, agents, attorneys or any persons under power of attorney or otherwise.

- 11.5. hire and employ staff, terminate their employment and to pay to them and to other persons for services rendered to the AAB such fees, salaries, wages gratuities and bonuses as may be thought fit.
- 11.6. undertake and execute any trust which may seem to the AAB conducive to any of its objects.
- 11.7. exercise jurisdiction over all Members in all matters pertaining to athletics including discipline, expulsion, suspension, disqualification or otherwise dealing with them.
- 11.8. impose levies or fines.

## **Article 12**

### ***SUBSCRIPTIONS***

- 12.1. The annual subscription for individuals and for other classes of membership shall be determined from time to time by the Board.
- 12.2. All annual subscriptions (except the first subscription of a new member) shall be payable on the first day of each new financial year.

## **Article 13**

### ***OFFICERS***

- 13.1. The Company shall be managed by a board of 10 directors elected at the General Meeting and shall hold office for a term of four years, but shall be eligible for re-election.
- 13.2. The Officers of the Company shall consist of a **President**, a **First Vice-President**, a **Second Vice-President** a **Treasurer** and an **Assistant Treasurer**, a **Secretary** and an **Assistant Secretary** who shall be ordinary members of the Company.

- 13.3. In the case of a casual vacancy in any of the offices, the directors shall appoint one of their number to fill such casual vacancy until the next General Meeting.
- 13.4. In the case of the absence or inability to act, of the President, the Vice-President or any other officer of the Company or for any other reason that the directors may deem sufficient, the directors may delegate all or any of the powers of such officer to any other officer or to any director for the time being, provided that a majority of the Board concur therein.
- 13.5. **The President:** The President shall, if present, preside at all meetings of the directors and members. He shall sign all instruments which require his signature and shall perform all duties incidental to his office and shall have such other powers and duties as may from time to time be assigned to him by the directors.
- 13.6. **The First Vice-President:** The First Vice-President shall be vested with all the powers and shall perform all the duties of the President in the event of the President's absence or disability or refusal to act. The First Vice-President shall have such powers and duties as may from time to time be assigned to him by the directors.
- 13.7. **The Second Vice-President:** The Second Vice-President shall be vested with all the powers and shall perform all the duties of the First Vice-President in the event of the First Vice-President's absence or disability or refusal to act. The Second Vice-President shall have such powers and duties as may from time to time be assigned to him by the directors.
- 13.8. **The Secretary:** The Secretary shall, when present, act as Secretary of all meetings, shall have charge of the minute books of the Company, the seal of the Company and the documents and registers referred to in section 170 of the Act, and shall perform such other duties as the directors require of him.
- 13.9. **The Assistant Secretary:** The Assistant Secretary shall be of general assistance to the Secretary, act in his absence and shall enjoy, for the time being, the same rights as if he were the Secretary.

- 13.10. **The Treasurer:** The Treasurer shall keep such books of accounts of the funds of the Company in such bank or banks or with such depository or depositories as the Board may direct and shall perform other such duties as the Directors require of him. He shall present a Treasurer's report and audited financial statements at the annual General Meeting of the AAB.
- 13.11. **The Assistant Treasurer:** The Assistant Treasurer shall be of general assistance to the Treasurer, act in his absence and shall enjoy, for the time being, the same rights as if he were the Treasurer.

## **Article 14**

### ***DIRECTORS***

- 14.1. The Directors of the Company shall be
- (i) the Officers, as hereinbefore provided at Article 13;
  - (ii) three individuals who shall be elected at a General Meeting and, who shall hold office for four years and be eligible for re-election.
- 14.2. Unless sooner determined, a Director's term of office shall, subject to the provisions, if any, of the articles of incorporation of the Company, be from the date of the meeting at which he is elected or appointed until the conclusion of the 4<sup>th</sup> General Meeting next following or until his successor is elected or appointed.
- 14.3. Candidates for election as a Director or Officer shall be proposed and seconded by 2 members in good standing and entitled to vote at General Meetings of the Company.
- 14.4. The names of the candidates nominated for election together with the names of their respective proposers and seconders shall be submitted in writing to the Secretary of the Company by 4:30 p.m. no later than 14 days before the date of the General Meeting.

- 14.5. Every nomination for election shall be accompanied by a memorandum signed by the individual nominated indicating the consent of that individual to be nominated and his willingness to serve if elected.

*See Below*

*I, [NAME OF NOMINEE], hereby accept my nomination to serve in the office of [OFFICE FOR WHICH NOMINATED] of the AAB for the upcoming term.*

---

*Nominee's Signature*

- 14.6. If an incumbent or Officer or other Director does not intend to stand for re-election such Officer or other Director shall declare such intention in writing to the Secretary by 4:30 p.m. at least 30 days before the date of the General Meeting and such notification shall be communicated to members of the Company.
- 14.7. In respect of any office or other directorship, if no nomination has been, or an insufficient number of nominations has been duly received by the Secretary, then nominations for such office or other directorship may be received and acted upon at the General Meeting provided the written consent of the candidate has been received.
- 14.8. If 2 or more candidates acquire an equal number of votes, a secret ballot shall be taken in respect of those candidates and, if they again obtain an equal number of votes the chairman of the meeting shall by lot determine the election as between those candidates.
- 14.9. If a casual vacancy occurs, other than in any of the offices, the directors may appoint an ordinary member of the Company to fill the vacancy.
- 14.10. The Board may appoint any member of the Company to be a supernumerary director for any period, not exceeding its term of office, in its absolute discretion. Such member shall not be entitled to vote at meetings of the directors.



- 14.11. **Powers:** The affairs of the Company shall be managed by the directors who may exercise all such powers and do all such acts and things as may be exercised or done by the Company and are not by the by-laws or any special resolution of the Company or the Act expressly directed or required to be done by the Company at a general meeting of the Company.
- 14.12. **Qualification:** A director shall be an ordinary member of the Company.
- 14.13. **Term of office:** Unless sooner determined, a director's term of office shall, subject to the provisions, if any, of the Articles of Incorporation of the Company, be from the date of the meeting at which he is elected or appointed until the conclusion of the 4<sup>th</sup> Annual General Meeting next following or until his successor is elected or appointed.
- 14.14. **Removal from office:** The members of the Company may, by ordinary resolution at a special meeting, remove any director from office.
- 14.15. **Vacancy filled:** A vacancy created by the removal of a director may be filled at the meeting at which the director is removed from office.
- (i) If the vacancy is not filled, it may be filled by the directors.
- (ii) A director elected or appointed holds office for the unexpired term of his predecessor.
- 14.16. **Remuneration:** The directors shall serve *without remuneration and no director shall directly or indirectly receive any profit from his position as such; provided that a director may be paid or reimbursed for reasonable expenses incurred by him in the performance of his duties as approved by the Board.*
- 14.17. **Vacating of office:** The office of a director of the Company is not transferable and shall be vacated
- if by notice in writing he resigns his office;
  - if he ceases to be a member of the Company;

- if he does not attend four consecutive meetings of the directors, unless the directors otherwise determine;
- if he is removed from office in accordance with paragraph 14.14;
- if he becomes bankrupt or suspends payment or compounds with his creditors or makes an unauthorized assignment or is declared insolvent;
- if he is found to be of unsound mind;
- if he is convicted of any criminal offence;
- if he fails to declare any interest which he has in a matter before the Board, or is convicted of any criminal offence involving fraud or dishonesty.

### ***MEETINGS OF DIRECTORS***

14.18. **Place:** Meetings of the directors and of any committee of the directors may be held either at the registered office or at any other place within or outside Barbados.

14.19. **Convener:** A meeting of directors may be convened by the President, the Vice-President, or any two directors at any time and the Secretary by direction of any such officer or any two directors shall convene a meeting of directors.

14.20. **Notice:** The notice of any meeting of the directors shall specify the purpose of or the business to be transacted at the meeting. Notice of any such meeting shall be served in the manner specified in Article 10 hereof not less than two days (exclusive of the day on which the notice is delivered or sent but inclusive of the day for which notice is given) before the meeting is to take place. A director may in any manner waive notice of a meeting of the directors and attendance of a director at a meeting of the directors shall constitute a waiver of notice of the meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

- (i) It shall not be necessary to give notice of a meeting of the directors to a newly elected or appointed director for a meeting held immediately following the

election of directors by the members or the appointment to fill a vacancy among the directors.

(ii) Meetings of the directors may be held at any time without formal notice if all the directors are present or those absent waive notice or signify their consent in writing to the meeting being held in their absence. Notice of any meetings or any irregularity in any meeting or the notice thereof may be waived by any director.

14.21. **Quorum:** 5 directors shall form a quorum for the transaction of business and, notwithstanding any vacancy among the directors, a quorum may exercise all the powers of the directors. No business shall be transacted at a meeting of directors unless a quorum is present.

(i) A director may, if all the directors consent, participate in a meeting of directors or of any committee of the directors by means of such telephone or other communications facilities as permit all persons participating in the meeting to hear each other and a director participating in such a meeting by such means is deemed to be present at that meeting.

14.22. **Voting:** Questions arising at any meeting of the directors shall be decided by a majority of votes. In case of an equality of votes, the chairman of the meeting in addition to his original vote shall have a second or casting vote.

14.23. **Resolution in lieu of meeting:** Notwithstanding any of the foregoing provisions of this by-law, a resolution in writing signed by all the directors entitled to vote on that resolution at a meeting of the directors or any committee of the directors is as valid as if it had been passed at a meeting of the directors or any committee of the directors.

## **Article 15**

### ***CHIEF EXECUTIVE OFFICER***

- 15.1. The directors may from time to time appoint a Chief Executive Officer and may delegate to him full authority to manage and direct the business and affairs of the Company (except such matters and duties as by law must be transacted or performed by the directors or by the members in general meeting) and to employ and discharge agents and employees of the Company or may delegate to him any lesser power. He shall conform to all lawful orders given to him by the directors of the Company. He shall at all reasonable times give to the directors or any of them all information they may require regarding the affairs of the Company.

## **Article 16**

### ***STAFF***

- 16.1. The Company shall appoint such staff as is required for the attainment of its purpose and the staff shall be paid remuneration agreed by the Board of Directors.
- 16.2. No member of the Board of Directors may be appointed a member of staff within two years of ceasing to be a director.

## **Article 17**

### ***FOR THE PROTECTION OF DIRECTORS AND OFFICERS***

- 17.1. No director or officer of the Company shall be liable to the Company for –
- (i) the acts, receipts, neglects or defaults of any other director or officer or employee or for joining in any receipt or act for conformity;
  - (ii) any loss, damage or expense incurred by the Company through the insufficiency or deficiency of title to any property acquired by the Company or for or on behalf of the Company;

(iii)the insufficiency or deficiency of any security in or upon which any of the moneys of or belonging to the Company shall be placed out or invested;

(iv)any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, including any person with whom any moneys, securities or effects shall be lodged or deposited;

(v) any other loss, damage or misfortune whatever which may happen in the execution of the duties of his respective office or trust or in relation thereto,

unless the same happens by or through his failure to exercise the powers and to discharge the duties of his office honestly and in good faith with a view to the best interests of the Company and in connection therewith to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

17.2. Nothing herein contained shall relieve a director or officer from the duty to act in accordance with the Act or regulations made thereunder or relieve him from liability for a breach thereof.

17.3. The directors for the time being of the Company shall not be under any duty or responsibility in respect of any contract, act or transaction whether or not made, done or entered into in the name, or on behalf, of the Company, except such as are submitted to and authorized or approved by the Board.

17.4. If any director or officer of the Company is employed by or performs services for the Company otherwise than as a director or officer or is a member of a firm or a shareholder, director or an officer of a body corporate which is employed by or performs services for the Company, the fact of his being a member, director or officer of the Company shall not disentitle such director or officer or such firm or body corporate, as the case may be, from receiving proper remuneration for such services.

## Article 18

### COMMITTEES

- 18.1. The directors may from time to time as deemed necessary appoint committees consisting of such number of directors or members as may be deemed desirable and may prescribe their duties including but not limited to:
- (i) A technical committee.
  - (ii) A disciplinary committee.
  - (iii) Marketing and public relations committee.
  - (iv) Revenue generation committee.
  - (v) Women's committee.
- 18.2. Any committee so appointed may meet for the transaction of business, adjourn and otherwise regulate its meetings as it thinks fit. Unless otherwise determined by the directors, three members of a committee shall be a quorum. Questions arising at any meeting of a committee shall be decided by a majority of votes and, in case of an equality of votes, the chairman of the meeting shall have a second or casting vote.

## Article 19

### NOTICES

- 19.1. **Method of giving notice:** Any notice or other document required by the Act, the Regulations, the Articles or the by-laws to be sent to any Member, Director or auditor shall be sufficiently given if it is delivered personally or sent by prepaid mail or cable or telex or telefax or electronic mail to any such person at his latest address as shown in the records of the Company and to any such director at his latest address as shown in the records of the Company or in the latest notice filed under **section 66 or 74** of the Act, and to the auditor at his business address.
- 19.2. **Waiver of notice:** Notice may be waived or the time for the notice may be waived or abridged at anytime with the consent in writing of the person entitled thereto.

- 19.3. **Undelivered notices:** If a notice or document is sent to a member by prepaid mail in accordance with this paragraph and the notice or document is returned on three consecutive occasions because the member cannot be found, it shall not be necessary to send any further notices or documents to the member until he informs the Company in writing of his new address.
- 19.4. **Signature of notices:** The signature of any director or officer of the Company to any notice or document to be given by the Company may be written, stamped, typewritten or printed or partly written, stamped, typewritten or printed.
- 19.5. **Computation of time:** Where a notice extending over a number of days or other period is required under any provisions of the Articles or the by-laws, the day of sending the notice shall, unless it is otherwise provided, be counted in such number of days or other period.
- 19.6. **Proof of service:** Where a notice required under Article 19 hereof is delivered personally to the person to whom it is addressed or delivered to his address as mentioned in Article 19.1 hereof, service shall be deemed to be at the time of delivery of such notice.
- 19.7. Where such notice is sent by post, service of the notice shall be deemed to be effected one week after posting if the notice was properly addressed and posted by prepaid mail.
- 19.8. Where the notice is sent by cable or telex or telefax or electronic mail, service is deemed to be effected on the date on which the notice is so sent.
- 19.9. A certificate of an officer of the Company in office at the time of the making of the certificate as to facts in relation to the delivery or sending of any notice shall be conclusive evidence of those facts.

## **Article 20**

### ***INDEMNITY FOR OFFICERS AND EMPLOYEES***

20.1. Subject to section 97 of the Act, except in respect of an action by or on behalf of the Company to obtain a judgement in its favour, the AAB shall indemnify its Officers and employees against all damages and costs (including legal costs), charges and expenses, including any amount paid to settle an action or satisfy a judgement, reasonably incurred by him in respect of any civil, criminal or administrative action or proceeding to which he is made a party by reason of being or having been a director or officer of the such company, if:

- (a) he acted honestly and in good faith with a view to the best interests of the Company and;
- (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he had reasonable grounds for believing that his conduct was lawful.
- (c) In the case of an Officer performed or made whilst acting on behalf of and with the authority, expressed or implied of the AAB;
- (d) In the case of an employee performed or made in the course of and within the scope of his employment by the AAB.

## **Article 21**

### ***CHEQUES, DRAFTS AND NOTES***

21.1. All cheques, drafts or orders for the payment of money and all notes and acceptances and bills of exchange shall be signed by such officers or persons and in such manner as the Board may from time to time designate by resolution.

21.2. All cheques, drafts or orders for payment must be authorised by the Treasurer, who must be a signatory to all cheques unless otherwise authorised by the Board.



## **Article 22**

### ***EXECUTION OF INSTRUMENTS***

22.1. Contracts, documents or instruments in writing requiring the signature of the Company may be signed by:

(i) the President or the First Vice-President together with the Secretary or the Treasurer; or

(ii) any one director; and

(iii) all contracts, documents and instruments in writing so signed shall be binding upon the Company without any further authorization or formality. The directors shall have power from time to time by resolution to appoint any officers or persons on behalf of the Company either to sign contracts, documents and instruments in writing generally or to sign specific contracts, documents or instruments in writing.

22.2. The common seal of the Company may be affixed to contracts, documents and instruments in writing signed as aforesaid or by any officers or persons specified in article 18.1.2 hereof.

22.3. Subject to section 134 of the Act, the President or the First Vice-President together with the Secretary or the Treasurer; or any one director, shall have authority to sign and execute (under the seal of the Company or otherwise) all instruments.

## **Article 23**

### ***SIGNATURES***

23.1. The signature of the President, the First Vice-President, the Secretary, the Treasurer or any Director of the Company or of any officer or person, appointed pursuant to Article 22.3 hereof by resolution of the directors may, if specifically authorized by resolution of the directors, be printed, engraved, lithographed or otherwise mechanically reproduced upon any contract, document or instrument in

writing, executed or issued by or on behalf of the Company. Any document or instrument in writing on which the signature of any such officer or person is so reproduced shall be deemed to have been manually signed by such officer or person whose signature is so reproduced and shall be as valid to all intents and purposes as if such document or instrument in writing had been signed manually and notwithstanding that the officer or person whose signature is so reproduced has ceased to hold office at the date on which such document or instrument in writing is delivered or issued.

#### **Article 24**

##### ***FINANCIAL YEAR***

- 24.1. The Board may from time to time by resolution establish the financial year of the Company.

#### **Article 25**

##### ***COURT OF ARBITRATION FOR SPORT***

- 25.1. Any decision made by the Company's disciplinary or arbitration committee or any other committee, person, entity or body acting under the authority of the Company that is final in nature concerning an athlete, any member of a Barbados team to any competition or any member who has a dispute, shall be submitted exclusively by way of appeal within 21 days of receipt of the decision which is the subject of the appeal to the Court of Arbitration For Sport in Lausanne Switzerland which shall resolve the dispute definitively in accordance with the code of sports-related arbitration.

## **Article 26**

### ***ANTI-DOPING COMPLIANCE***

- 26.1. The Company shall adhere to the principles, intent and spirit of the WADA code as updated from time to time and shall incorporate whether by reference or otherwise the provisions of the NADO established in BARBADOS.
- 26.2. The Company shall also comply with the provisions of any anti-doping laws and policies in BARBADOS.
- 26.3. The Board will at all times ensure that the Company's anti-doping policies and rules, membership and funding requirements and results' management procedures conform with the WADA Code and respect all roles and responsibilities for the AAB that are listed in the NADO and WADA Code.
- 26.4. Non-compliance with the WADA code, the NADO rules and any other anti-doping in sport documents may result in a loss of future support from Government, Private Sector and any other sponsors whether financial or non-financial and a loss of affiliation with the IAAF.

## **Article 27**

### ***CHILD PROTECTION POLICY***

- 27.1. The AAB shall ensure that appropriate and up-to-date child protection and supervision policies which are in keeping with international best-practices and laws, be adopted.

## **Article 28**

### ***AMENDMENT TO BY-LAW***

- 28.1. These rules may be amended only at an Annual General Meeting or at a Special General Meeting called for that purpose.

Dated this        day of            2016.

Corporate Seal

\_\_\_\_\_  
Director (President)

\_\_\_\_\_  
Director (Secretary)

**The Athletics Association of Barbados Inc.**