



**PRIVATE COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION**

**OF**

**Bramcote Swimming Club Limited ('the Company')**

**INTRODUCTION**

**1. INTERPRETATION**

1.1 In these Articles, unless the context otherwise requires:

**Act:** means the Companies Act 2006;

**Appointor:** has the meaning given in article 9.2;

**Articles:** means the company's articles of association for the time being in force;

**Business Day:** means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

**Conflict:** has the meaning given in article 7.1;

**Model Articles:** means the Model Articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Articles of Association) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles.

**Member:** means the subscribers to the Company's memorandum and every other person who agrees to become a member of the Company.

1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

1.4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.

1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:

(a) any subordinate legislation from time to time made under it; and

(b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

1.6 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.



- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.8 Articles 8, 11(2) and (3), 11(2), 13, 14(1), (2), (3) and (4), 17(2), 30(3), 38 and 39 of the Model Articles shall not apply to the Company.
- 1.9 Article 7 shall be amended by:
- (a) the insertion of the words "for the time being" at the end of article 7(2)(a); and
  - (b) the insertion in article 7(2) of the words "(for so long as he/she remains the sole director)" after the words "and the director may".
- 1.10 Article 20 shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur".

## **2. OBJECTS OF THE COMPANY**

- 2.1 The objects of the Club are:
- (a) To promote an interest in competitive swimming and other aquatic disciplines.
  - (b) To teach competitive swimming and other aquatic disciplines.
  - (c) To improve the standards of competitive swimming and other aquatic disciplines.
  - (d) To promote competitions and participate in competitions.
  - (e) To make awards for proficiency in competitive swimming and other aquatic disciplines.
- 2.2 In the furtherance of these objects:
- (a) The Club is committed to treat everyone equally within the context of its activity. This shall be, for example, regardless of sex, ethnic origin, religion, disability or political persuasion, on any grounds.
  - (b) The Club shall implement the Swim England Equality policy.
- 2.3 The Club shall be affiliated to Swim England East Midland Region – and shall adopt and conform to the rules of this Association – and to such other bodies as the Club may determine from time to time.
- 2.4 The business and affairs of the Club shall at all times be conducted in accordance with the Articles, Regulations and Technical Rules of Swim England ("Swim England Regulations") and in particular:
- (a) all competing members shall be eligible competitors as defined in Swim England Regulations; and
  - (b) the Club shall in accordance with Swim England Regulations adopt Swim England's Child Safeguarding Policy and Procedures ("Wavepower"); and shall recognise that the welfare of children is everyone's responsibility and that all children and young people have a right to have fun, be safe and be protected from harm.
  - (c) members of the Club shall in accordance with Swim England Regulations comply with Wavepower.



- 2.5 By virtue of the affiliation of the Club to Swim England East Midland Region, the Club and all members of the Club acknowledge that they are subject to the laws, rules and constitutions of:
- (a) Swim England East Midland Region and
  - (b) Swim England (to include the Code of Ethics); and
  - (c) British Swimming (in particular its Doping Control Rules and Protocols and Disciplinary Code); and
  - (d) FINA, the world governing body for the sport of swimming in all its disciplines (together "the Governing Body Rules").
- 2.6 In the event that there shall be any conflict between any rule or by-law of the Club and any of the Governing Body Rules then the relevant Governing Body Rule shall prevail.
- 2.7 In the event of any conflict between the rules of the Governing Body and the statutory requirements for C.A.S.C.s (which means Community Amateur Sports Clubs as first provided for by the Finance Act 2002), the statutory requirements for C.A.S.C.s shall prevail.

## **LIABILITY OF MEMBERS**

### **3. GUARANTEE**

- 3.1 The liability of the members is limited.
- 3.2 Every Member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the company's assets if it should be wound up while he/she is a member or within one year after he/she ceases to be a member, for payment of the company's debts and liabilities contracted before he/she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
- 3.3 The income and property of the Company shall be applied solely towards the promotion of its Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Company, and no trustee shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company.
- 3.4. Any property remaining after the discharge of the debts and liabilities of the Club shall be given to a charity or charities (or other non-profit making organisation having objects similar to those of the Club for the furtherance of such objects) nominated by the last Committee.

### **4. MEMBERS**

- 4.1 Subject to Article 21 of the Model Articles, the subscribers to the memorandum of association of the company and such other persons as are admitted to membership in accordance with the articles shall be members of the company. No person shall be admitted a member of the company unless they are approved by the Membership Officer. Every person who wishes to become a member shall deliver to the company an application for membership in such form as the directors require to be executed by them.



- 4.2 In accordance with Article 22 of the Model Articles, a member may at any time withdraw from the company by giving at least seven clear days' notice to the company. Membership shall not be transferable and shall cease on death.
- 4.3 The total membership of the Club shall not normally be limited. If however the Committee considers that there is a good reason to impose any limit from time to time then the Committee shall put forward appropriate proposals for consideration at a General Meeting of the Club. The members shall have the right to impose (and remove) from time to time any limits on total membership (or any category of membership) of the Club.
- 4.4 All persons who assist in any way with the Club's activities shall become members of the Club and hence of Swim England and the relevant Swim England membership fee shall be paid. Assisting with the Club's activities shall include, but not be restricted to, administrators, associate members, voluntary instructors, teachers and coaches, Committee members, helpers, Honorary members, life members, Officers, patrons, Presidents, technical and non-technical officials, temporary members, Vice Presidents and verifiers or tutors of Swim England's educational certificates.
- 4.5 Paid instructors, teachers and coaches who are not members of the Club must be members of a body which accepts that its members are bound by Swim England's Code of Ethics, Swim England Regulations relating to Wavepower, those parts of the Judicial Regulations and procedures necessary for their implementation and whilst engaged in activities under the jurisdiction of Swim England shall be subject to all the constraints and privileges of the Judicial Regulations.
- 4.6 Any person who wishes to become a member of the Club must submit a signed application to the Secretary (and in the case of a junior swimmer the application must be signed by the swimmer's parent or guardian). Election to membership shall be determined by the Membership Officer but other person(s) authorised by the Committee may make recommendation as to the applicant's acceptability.
- 4.7 The Membership Officer shall be required to give reasons for the refusal of any application for membership. Any person refused membership may seek a review of this decision before a Review Panel appointed by the Committee ("Review Panel") comprised of not less than three members (who may or may not be members of the Committee). The Review Panel shall wherever practicable include one independent member nominated by the Swim England East Midland Region. The person refused membership shall be entitled to make representations to the Review Panel. The procedures for review shall be at the discretion of the Review Panel whose decision shall be final and binding.
- 4.8 In its consideration of applications for membership, the Club shall not act in a discriminatory manner and in particular, shall adhere to the Equality Act 2010 (as may be amended). Accordingly, (unless the Club chooses to restrict its membership to only people who share the same Protected Characteristic) the Club shall not refuse membership on the basis of a Protected Characteristic within the Equality Act 2010, such as disability; gender or gender identity; pregnancy; race; religion or belief; or sexual orientation. Neither may refusal be made on the grounds of political persuasion.
- 4.9 The Club may refuse membership only for good and sufficient cause, such as conduct or character likely to bring the Club or the sport into disrepute, or, in the case of a swimmer, being unable to achieve the entry standards as laid down and provided by the Club to the applicant for membership.



- 4.10 The member who resigns from the Club in accordance with Rule 4.2 above shall not be entitled to have any part of the annual membership fee or any other fees returned.
- 4.11 Notwithstanding the provisions of Rule 4.10 above a member whose subscription is more than two months in arrear shall be deemed to have resigned. Where the membership of a member shall be terminated in this way he/she shall be informed in writing that he/she is no longer a member by notice handed to him/her or sent by post or e-mail to his/her last known address.
- 4.12 The Swim England Membership Department shall be informed should a member resign when still owing money or goods to the Club.
- 4.13 The Committee shall have power to expel a member when, in its opinion, it would not be in the interests of the Club for the individual to remain a member. The Club in exercising this power shall comply with the provisions of Rules 4.15 and 4.16 below.
- 4.14 Upon expulsion the former member shall not be entitled to have any part of the annual membership fee to be refunded and must return any Club or external body's trophy or trophies held forthwith. Clubs in exercising this power are required to comply with the provision of Rules 4.15 and 4.16 below.
- 4.15 The Club shall comply with the relevant Judicial Regulations for handling Internal Club Disputes Procedures ("the Procedures") as the same may be revised from time to time. (A copy of the Procedures may be obtained from the Swim England website, Swim England Handbook or from the Office of Judicial Administration).
- 4.16 A member may not be expelled or (subject to Rule 4.17 below) be made the subject of any other penalty unless the panel hearing the complaint shall by a two-thirds majority vote in favour of the expulsion of (or other penalty imposed upon) the member.
- 4.17 The Officers of the Club (or any person to whom the Committee shall delegate this power) may temporarily suspend or exclude a member from particular training sessions and/or wider club activities, when in their opinion, such action is in the interests of the Club. Where such action is taken the incident or matter will thereafter be dealt with in accordance with the appropriate Judicial Regulations.
- 4.18 The Annual General Meeting of the Club, if it thinks fit may elect a President and Vice-Presidents. A President or Vice-President need not be a member of the Club on election shall, ex officio, be an honorary member of the Club and must be included in the Club's Annual Return of Members to the Swim England.
- 4.19 The Annual General Meeting of the Club, if it thinks fit may elect any person as a Life Member of the Club, and they shall be entitled to all the privileges of membership. Such Life Members must be included in the Club's annual return as to membership.
- 4.20 The Committee may elect any person as an honorary member of the Club for such period as it thinks fit, and they shall be entitled to all the privileges of membership except that they shall not be entitled to vote at meetings and serve as Officers or on the Committee unless any such person shall have retained in addition their ordinary membership of the Club. Such honorary members must be included in the Club's annual return as to membership.

## **5. DIRECTORS' MEETINGS**

- 5.1 The Committee shall consist of the Chairperson, Vice-chairperson, Secretary, Treasurer (together "the Executive Officers of the Club") and not more than twelve more



elected members all of whom must be members of the Club. All Committee members must be not less than 18 years of age though the Committee may allow younger member(s) to attend their meetings without power to vote.

- 5.2 The Committee shall appoint a member of the Club as Welfare Officer who must be not less than 18 years of age, who should have an appropriate background and who is required to undertake appropriate training in accordance with Wavepower. The Welfare officer may be a member of the Committee. If he/she is not a Committee member, the Welfare Officer will have a right to attend Committee meetings without a power to vote.
- 5.3 The Executive Officers and Committee members shall be proposed seconded and elected at the Annual General Meeting each year and shall remain in office until their successors are elected at the next Annual General Meeting and will take office when the Chairperson has closed the meeting. Any vacancy occurring by resignation or otherwise may be filled by the Committee. Retiring Executive Officers and members of the Committee shall be eligible for re-election.
- 5.4 Committee meetings shall be held not less than six times a year (save where the Committee itself shall by a simple majority resolve not to meet), and the quorum of that meeting shall be such number as shall represent not less than a simple majority of the Committee members (to include not less than one Executive Officer). The Chairperson and the Secretary shall have discretion to call further meetings of the Committee if they consider it to be in the interests of the Club. The Secretary shall give all the members of the Committee not less than two days oral or written notice of a meeting. Decisions of the Committee shall be made by a simple majority (and in the event of equality of votes the Chairperson (or the acting Chairperson of that meeting) shall have a casting or additional vote.) The Secretary, or in his/her absence a member of the Committee, shall take minutes.
- 5.5 In the event that a quorum is not present within 30 minutes of the published start time, a meeting shall stand adjourned to the time and date falling seven days after the date of the meeting, or such other date and time as may be determined by the Chairperson. If a quorum is not present at the adjourned meeting then those Committee members attending may act for the purpose of calling a Special General Meeting of the members, to which the provisions as to minimum notice contained in Rule 12.5 shall not apply.
- 5.6 In addition to the members so elected the Committee may co-opt up to six further members of the Club who shall serve until the next Annual General Meeting. Co-opted members shall be entitled to vote at the meetings of the Committee and shall be counted in establishing whether a quorum is present.
- 5.7 The Committee may from time to time appoint from among their number such sub-committees as they may consider necessary (and to remove (in whole or in part) or vary the terms of reference of such sub-committees) and may delegate to them such of the powers and duties of the Committee as the Committee may determine. All sub-committees shall periodically report their proceedings to the Committee and shall conduct their business in accordance with the directions of the Committee.
- 5.8 The Committee shall be responsible for the management of the Club and shall have the sole right of appointing and determining the terms and conditions of service of employees of the Club. The Committee shall have power to enter into contracts for the purposes of the Club on behalf of all the members of the Club. The Committee shall be responsible for ensuring that the Accounts of the Club for each financial year



be examined by an independent examiner to be appointed by the members in General Meeting.

- 5.9 The members of the Committee shall be entitled to an indemnity out of the assets of the Club for all expenses and other liabilities properly incurred by them in the management of the affairs of the Club.
- 5.10 The Committee shall maintain an Accident Book in which all accidents to Club members at swimming related activities shall be recorded. Details of such accidents shall be reported to the insurers in accordance with the Accident/Incident Notification guidelines. The Club shall make an annual return to the Swim England Membership Department indicating whether or not an entry has been made in the prescribed online form.

## **6. DIRECTORS' DEALINGS WITH THE COMPANY**

- 6.1 A director who is in any way, whether directly or indirectly interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the Act.
- 6.2 A director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the Act unless the interest has already been declared in accordance with Article 6.1 above.
- 6.3 Subject, to sections 177(5), 177(6), 182(5) and 182(6) of the Act, the disclosures required under Articles 6.1 and 6.2 and to any terms and conditions imposed by the directors, a director shall be entitled to vote in respect of any proposed or existing transaction or arrangement with the Company in which he/she is interested and if he/she shall do so his/her vote shall be counted and he/she shall be taken into account in ascertaining whether a quorum is present.
- 6.4 A director need not declare an interest under clause 6.1 and clause 6.2 as the case may be:
- (a) if it cannot reasonably be regarded as likely to give rise to a conflict of interest;
  - (b) of which the director is not aware, although for this purpose a director is treated as being aware of matters of which he/she ought reasonably to be aware;
  - (c) if, or to the extent that, the other directors are already aware of it, and for this purpose the other directors are treated as aware of anything of which they ought reasonably to be aware; or
  - (d) if, or to the extent that, it concerns the terms of his service contract that have been, or are to be, considered at a board meeting.

## **7. DIRECTORS' CONFLICTS OF INTEREST**

- 7.1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Act to avoid conflicts of interest provided that the required quorum at the meeting at which the matter is considered is met without counting the director in question or any other interested director (Conflict).



- 7.2 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently):
- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
  - (b) be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine; and
  - (c) be terminated or varied by the directors at any time.

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.

- 7.3 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he/she owes a duty of confidentiality to another person, the director is under no obligation to:
- (a) disclose such information to the directors or to any director or other officer or employee of the company; or
  - (b) use or apply any such information in performing his duties as a director, where to do so would amount to a breach of that confidence.

- 7.4 Where the directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the director:
- (a) is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;
  - (b) is not given any documents or other information relating to the Conflict; and
  - (c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.

- 7.5 Where the directors authorise a Conflict:
- (a) the director will be obliged to conduct himself/herself in accordance with any terms imposed by the directors in relation to the Conflict, and insofar as he/she does not do so their authorisation will no longer be valid; and
  - (b) the director will not infringe any duty he/she owes to the company by virtue of sections 171 to 177 of the Act provided he/she acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of its authorisation and provided that the conflicted director is not in breach of his/her duties set out in s171 to 177 of the Act otherwise than by reason of the mere existence of the conflict.

- 7.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he/she derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms,





limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

## **8. RECORDS OF DECISIONS TO BE KEPT**

Where decisions of the directors are taken by electronic means (including but not limited to, telephone, text message and e-mail), such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

## **9. NUMBER OF DIRECTORS**

9.1 Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any limitation. When the minimum number of directors shall be one, a sole director may exercise all powers and authorities vested in the directors by the Model Articles and by these articles.

9.2 Any director (other than an alternate director) (in this article, the appointor) may appoint any person (whether or not a director).

9.3 Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.

9.4 The notice must:

- (a) identify the proposed alternate; and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that he/she is willing to act as the alternate of the director giving the notice.

9.5 An alternate director has the same rights, in relation to any decision of the directors, as the alternate's appointor.

9.6 Except as the Articles specify otherwise, alternate directors:

- (a) are deemed for all purposes to be directors;
- (b) are liable for their own acts and omissions;
- (c) are subject to the same restrictions as their appointors; and
- (d) are not deemed to be agents of or for their appointors,

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member.

9.7 A person who is an alternate director but not a director:

- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating); and
- (b) may participate in a unanimous decision of the directors (but only if his/her appointor is an eligible director in relation to that decision, and does not participate himself/herself).

9.8 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any



decision of the directors (provided that his appointor is an eligible director in relation to that decision).

9.9 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he/she were a director but shall not be entitled to receive from the Company any remuneration in his capacity as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's appointor as the appointor may by notice in writing to the Company from time to time direct.

9.10 An alternate director's appointment as an alternate terminates:

- (a) when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director; or
- (c) when the alternate director's appointor ceases to be a director for whatever reason.

## **10. APPOINTMENT OF DIRECTORS**

In any case where, as a result of death or bankruptcy, the company has no members and no directors, the personal representatives of the last member to have died or to have a bankruptcy order made against him/her (as the case may be) have the right, by notice in writing, to appoint a natural person, who is willing to act and is permitted to do so, to be a director.

## **11. SECRETARY**

The Company is not required to have a secretary, but the directors may choose to appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

## **12. GENERAL MEETINGS**

12.1 The Annual General Meeting of the Club shall be held each year on a date in August or September. The date, time and venue for the Annual General Meeting shall be fixed by the Committee.

12.2 The purpose of the Annual General Meeting is to transact the following business:

- (a) to receive the Chairperson's report of the activities of the Club during the previous year;
- (b) to receive and consider the accounts of the Club for the previous year and the report
- (c) on the accounts of the independent examiner and the Treasurer's report as to the financial position of the Club;



- (d) to remove and elect the independent examiner (who must not be a member of the
- (e) Committee or a member of the family of a member of the Committee) or confirm that
- (f) he/she remain in office;
- (g) to elect the Executive Officers and other members of the Committee;
- (h) to decide on any resolution which may be duly submitted in accordance with Rule 12.3.

- 12.3 Advance nominations for election of members to any office or for membership of the Committee shall be made in writing by the proposer and seconder to the Secretary not later than 21 days before the AGM. The nominee shall be required to indicate in writing on the nomination form his/her willingness to stand for election. Notice of any resolution proposed to be moved at the Annual General Meeting shall be given in writing to the Secretary not later than 21 days before the AGM.
- 12.4 A Special General Meeting may be called at any time by the Committee. A Special General Meeting shall be called by the Club within 28 days of receipt by the Secretary of a requisition in writing signed by not less than seven members entitled to attend and vote at a General Meeting or, if greater, such number as represents one-tenth in number of such members, stating the purposes for which the meeting is required and the resolutions proposed.
- 12.5 The Secretary shall personally be responsible for the handing out or sending to each member at his/her last known address a written agenda giving notice of the date, time and place of the General Meeting together with the resolutions to be proposed thereat at least fourteen days before the meeting and in the case of the Annual General Meeting a list of the nominees for the Committee posts and a copy of the examined accounts. The Secretary may, alternatively, with the agreement of member(s) concerned distribute these materials by e-mail or similar form of communication. The Notice of Meeting shall in addition wherever possible be displayed on the Club Notice Board where one exists.
- 12.6 The quorum for the Annual and Special General Meetings shall be seven members entitled to attend and vote at the Meeting or, if greater, such number as represents one-tenth in number of such members.
- 12.7 The Chairperson, or in the Chairperson's absence a member appointed by the Committee, shall take the chair. Each member present shall have one vote and resolutions shall be passed by a simple majority. For the procedures for submitting resolutions to be considered at a General Meeting members are referred to Rule 9.3. In the event of an equality of votes the Chairperson shall have a casting or additional vote.
- 12.8 Only paid up members who have reached their 16th birthday shall be entitled to be heard and to vote on all matters. (Members who have not reached their 16th birthday shall be entitled to be heard and vote only on those matters determined by the Chairperson as matters concerning juniors, such as the election of club captains.)
- 12.9 The Secretary, or in his/her absence a member of the Committee, shall take minutes at the Annual and Special General Meetings.



- 12.10 The Chairperson shall at all General Meetings have unlimited authority upon every question of order and shall be, for the purpose of such meeting, the sole interpreter of the Rules of the Club.

### **13. PROXIES**

Article 31(1) (d) of the Model Articles shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".

### **14. NOTICE**

- 14.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted;
- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a working day.

- 14.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

### **15. INDEMNITY**

- 15.1 Subject to article 15.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer shall be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him/her as a relevant officer:
  - (i) in the actual or purported execution and/or discharge of his duties, or in relation to them; and
  - (ii) in relation to the company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act), including (in each case) any liability incurred by him/her in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he/she is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him/her, in his capacity as



a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the company's (or any associated company's) affairs, but not including any of the matters set out in section 234(3) of the Act; and

- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him/her in connection with any proceedings or application referred to in article 15(1)(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

15.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

15.3 In this article:

companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

a "relevant officer" means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he/she is also a director or other officer), to the extent he/she acts in his/her capacity as auditor).

## **16. FINANCE**

16.1 All moneys payable to the Club shall be received by the Treasurer and deposited in bank accounts in the name of the Club. No sum above the value of £500 shall be drawn from such accounts without the authorisation of two of the three signatories who shall be the Chairperson, Secretary and Treasurer with the exception of payroll amounts which may be advised by an external accountant. All cheques must be signed by two signatories. Any monies not required for immediate use may be invested as the Committee in its discretion think fit.

16.2 The committee may decide to operate all or part of its financial matters via online banking (to mean online/electronic/internet banking). The Committee shall first discuss the process with the relevant bank and shall, in conjunction with the bank, make provision to ensure that there are adequate and appropriate internal financial controls in place and that the Club has the correct rules in place. Sums below £500 may be drawn from such accounts by one of the signatories by debit card or bank transfer. Online bank transfers above £500 may be made by the Treasurer only once authorisation from one of the other signatories has been obtained.

16.3 The income and property of the Club shall be applied only in furtherance of the objects of the Club and no part thereof shall be paid by way of bonus, dividend or profit to any members of the Club, or third parties other than other community or sports clubs or charities (save as set out in Rule 3.4.).

16.4 The Committee shall have power to authorise the payment of remuneration and expenses to any Officer, member or employee of the Club and to any other person or persons for services rendered to the Club.

16.5 The financial transactions of the Club shall be recorded by the Treasurer in such manner as the Committee thinks fit.



- 16.6 The financial year of the Club shall be the period commencing on 1<sup>st</sup> July and ending on 30<sup>th</sup> June. Any change to the financial year shall require the approval of the members in a General Meeting.
- 16.7 The Committee shall retain all financial records relating to the club and copies of Minutes of all meetings for a minimum period of six years.
- 16.8 The Committee may borrow money on behalf of the Club for the purposes of the Club from time to time at their own discretion up to such limits on borrowing as may be laid down from time to time by the General Meeting for the general upkeep of the Club or with the (prior) approval of a General Meeting for any other expenditure, additions or improvements.
- 16.9 When so borrowing the Committee shall have power to raise in any way any sum or sums of money and to raise and secure the repayment of any sums or sums of money in such manner or on such terms and conditions as it thinks fit, and in particular by mortgage of or charge upon or by the issues of debentures charged upon all or any part of the property of the Club.
- 16.10 The Committee shall have no power to pledge the personal liability of any member of the Club for the repayment of any sums so borrowed.
- 16.11 The property of the Club, other than cash at the bank, shall be vested in not more than four Custodians. They shall deal with the property as directed by resolution of the Committee and entry in the minute book shall be conclusive evidence of such a resolution.
- 16.12 The Custodians shall be elected at a General Meeting of the Club and shall hold office until death or resignation unless removed by a resolution passed at a General Meeting.
- 16.13 The Custodians shall be entitled to an indemnity out of the property of the Club for all expenses and other liabilities properly incurred by them in the discharge of their duties.
- 16.14 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of any relevant loss.
- 16.15 The Club may provide sporting and related social facilities, club sporting equipment, coaching, courses, insurance cover, medical treatment, reasonable away-competition expenses, post competition refreshments and other ordinary benefits of C.A.S.C.s.

The Club may also in connection with the sports' purposes of the Club:

- a. Sell and supply food, drink and related sports clothing and equipment;
  - b. Employ members (though not for competing nor current Committee Members) and remunerate them for providing goods and services, on fair terms set by the Committee without the person concerned being present;
  - c. Pay for reasonable hospitality for visiting teams and guests; and
  - d. Indemnify the Committee and members acting properly in the course of the running of the Club against any liability incurred in the proper running of the Club (but only to the extent of its assets.)
- 16.16 The annual members' subscription and coaching and squad fees (as applicable) shall be determined from time to time by the Committee and the Committee shall in



so doing make special provision for different classes of membership as it shall determine.

- 16.17 The annual subscription and entrance fee (if any) shall be due on joining the Club and thereafter on the 1st day of January each year.
- 16.18 Any member whose subscription is unpaid by the date falling 30 days after the due date for payment may be suspended by the Committee from some or all Club activities from a date to be determined by the Committee and until such payment is made.
- 16.19 The Committee shall, from time to time, have the power to determine the annual membership subscription and other fees. This shall include the power to make such increase in the subscription as shall, where the Club pays the individual Swim England membership fees to Swim England on behalf of members, be consequential upon an increase in individual Swim England membership fees. Any increase in subscriptions shall be advised to the members in writing with the reasons for any increase to be reported to the members at the next Annual General Meeting.
- 16.20 The Executive Officers (or the Committee) shall have the power in special circumstances to remit the whole or part of the fees, including Swim England membership fees, to address issues of social inclusion.

## **17. RULES**

- 17.1 The directors may establish rules governing matters relating to Company administration that are required from time to time for the effective operation of the Company (for example, the provisions relating to classes of members, membership fees and subscriptions and the admission criteria for members). If there is a conflict between the terms of these Articles and any rules established under this Article, the terms of these Articles shall prevail.
- 17.2 The Committee shall have power to make regulations, create by-laws (see Rule 17.5) and to settle disputed points not otherwise provided for in this Constitution.
- 17.3 The Rules may be altered by resolution at an Annual or Special General Meeting provided that the resolution is carried by a majority of at least (two-thirds) of members present and entitled to vote at the General Meeting and provided that nothing in such alterations shall prejudice the club's status as a Community Amateur Sports Club under existing statutory requirements. No amendment(s) to the Rules shall become effective until such amendment(s) shall have been submitted to and validated by such person as is authorised to do so by the County Association/Swim England East Midlands Region.
- 17.4 Any member shall be entitled to put any proposal for consideration at any General Meeting provided the proposal in writing shall have been handed to or posted to the Secretary of the Club so as to be received by him/her not later than 10th April in the case of the Annual General Meeting or, in the case of a Special General Meeting, 18 days before the date of the meeting and thereafter the Secretary shall supply a copy of the proposal or resolution to the members in the manner provided in Rule 12.5.
- 17.5 The Committee shall have power to make, repeal and amend such by-laws as they may from time to time consider necessary for the well-being of the Club, providing that nothing in such alterations shall prejudice the Club's C.A.S.C. status under existing statutory requirements. Such by-laws, repeals and amendments shall have effect until set aside by the Committee or at a General Meeting.

## **18. DISSOLUTION**



- 18.1 A resolution to dissolve the Club shall only be proposed at a General Meeting and shall be carried by a majority of at least three - quarters of the members present and entitled to vote. A specific date for the dissolution shall be included in the resolution.
- 18.2 The dissolution shall take effect from the date specified in the resolution and the members of the Committee shall be responsible for the winding-up of the assets and liabilities of the Club.
- 18.3 Upon dissolution of the Club any remaining assets shall be given or transferred to another registered C.A.S.C., a registered charity or Swim England for use by them in related community sports.

## **19. PRIORITY**

- 19.1 Interpretation of all the Rules must be consistent with the statutory requirements for C.A.S.C.s.

## **20. ACKNOWLEDGEMENT**

- 20.1 The Members acknowledge that these Rules constitute a legally binding contract to regulate the relationship of the members with each other and the Club.
- 20.2 The following statement needs to appear on Club membership forms and is to be signed by the member and must also be countersigned by the parent, or a person having parental responsibility for the member, if under 18 years of age:

**“I acknowledge receipt of the rules of Bramcote Swimming Club and confirm my understanding and acceptance that such rules (as amended from time to time) shall govern my membership of the Club. I further acknowledge and accept the responsibilities of membership upon members as set out in these rules.”**

Dated this 30<sup>th</sup> day of September 2019