

Date of constitution (last amended):

22 February 2024

## **1. Name**

The Club shall be called Serpentine Running and Triathlon Club (the “Club”) and is a Charitable Incorporated Organisation (CIO)

## **2. National location of principal office**

The principal office of the Club is in England.

Flat 1D, Portman Mansions, Chiltern Street, London W1U 5AJ

## **3. Objects**

The promotion of community participation in healthy recreation in particular by the provision of facilities for running, swimming and cycling and the opportunity to participate in running and triathlon events.

## **4. Powers**

The Club has power to do anything which is calculated to further its objects or is conducive or incidental to doing so. In particular, the Club’s powers include power to:

- (1) borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed. The Club must comply as appropriate with sections 124 and 125 of the Charities Act 2011 if it wishes to mortgage land;
- (2) buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- (3) sell, lease or otherwise dispose of all or any part of the property belonging to the Club. In exercising this power, the Club must comply as appropriate with sections 117 and 119-123 of the Charities Act 2011;
- (4) employ or engage and remunerate such staff or agent as are necessary for carrying out the work of the Club. The Club may employ or remunerate a trustee only to the extent that it is permitted to do so by clause 6 (Benefits and payments to trustees and connected persons) and provided it complies with the conditions of those clauses;
- (5) deposit or invest funds, employ a professional fund-manager, and/or arrange for the investments or other property of the Club to be held in the name of a nominee, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;

The powers of the Club shall be exercised through a committee formed by all trustees (the “Governance Committee”)

## **5. Application of income and property**

- (1) The income and property of the Club must be applied solely towards the promotion of the objects.
- (2) A trustee is entitled to be reimbursed from the property of the Club or may pay

out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Club.

- (3) A trustee may benefit from trustee indemnity insurance cover purchased at the CIO's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.
- (4) None of the income or property of the Club may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Club. This does not prevent a member who is not also a trustee receiving:
  - (1) a benefit from the Club as a beneficiary of the Club;
  - (2) reasonable and proper remuneration for any goods or services supplied to the Club.
  - (3) reimbursement of any properly incurred expenses authorised through a Club approved expense policy and process
- (5) Nothing in this clause shall prevent a trustee or connected person receiving any benefit or payment which is authorised by Clause 6.

## **6. Benefits and payments to trustees and connected persons**

### **(1) General provisions**

No trustee or connected person may:

- (1) buy or receive any goods or services from the Club on terms preferential to those applicable to members of the public;
- (2) sell goods, services, or any interest in land to the Club;
- (3) be employed by, or receive any remuneration from, the Club; receive any other financial benefit from the Club;

unless the payment or benefit is permitted by sub-clause (2) of this clause, or authorised by the court or the prior written consent of the Charity Commission ("the Commission") has been obtained. In this clause, a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.

### **(2) Scope and powers permitting trustees' or connected persons' benefits**

- (1) A trustee or connected person may receive a benefit from the Club as a beneficiary of the Club provided that it is available generally to the beneficiaries of the club;
- (2) A trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Club where that is permitted in accordance with, and subject to the conditions in, section 185 to 188 of the Charities Act 2011.
- (3) Subject to sub-clause (3) of this clause a trustee or connected person may provide the Club with goods that are not supplied in connection with services provided to the Club by the trustee or connected person.
- (4) A trustee or connected person may receive interest on money lent to the Club at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).

- (5) A trustee or connected person may receive rent for premises let by the trustee or connected person to the Club. The amount of the rent and the other terms of the lease must be reasonable and proper. The trustee concerned must withdraw from any Governance Committee meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- (6) A trustee or connected person may take part in the normal trading and fundraising activities of the Club on the same terms as members of the public.

(3) **Payment for supply of goods only – controls**

The Club, the Governance Committee and its trustees may only rely upon the authority provided by sub-clause (2)(c) of this clause if each of the following conditions is satisfied:

- (1) The amount or maximum amount of the payment for the goods is set out in a written agreement between the Club and the trustee or connected person supplying the goods (“the supplier”).
- (2) The amount or maximum amount of the payment for the goods does not exceed what is reasonable in opinion of the Governance Committee in the circumstances for the supply of the goods in question.
- (3) The majority of the members of the Governance Committee are satisfied that it is in the best interests of the Club to contract with the supplier rather than with someone who is not a trustee or connected person. In reaching that decision the trustees must balance the advantage of contracting with a trustee or connected person against the disadvantages of doing so.
- (4) The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the Club.
- (5) The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of trustees is present at the meeting.
- (6) The reason for the Governance Committee’s decision is recorded by the trustees in the minute book.
- (7) A majority of the trustees then in office are not in receipt of remuneration or payments authorised by clause 6.

(1) In sub-clauses (2) and (3) of this clause:

- (a) “the Club” includes any company in which the Club:
  - (i) holds more than 50% of the shares; or
  - (ii) controls more than 50% of the voting rights attached to the shares; or
  - (iii) has the right to appoint one or more directors to the board of the company;
- (b) “connected person” includes any person within the definition set out in clause [30] (Interpretation);

**7. Conflicts of interest and conflicts of loyalty**

A trustee must:

- (1) declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Club or in any transaction or arrangement entered into by the Club which has not previously been declared; and
- (2) absent himself or herself from any discussions of the Governance Committee in which it is possible that a conflict of interest will arise between his or her duty to act solely in the interests of the Club and any personal interest (including but not limited to any financial interest).
- (3) Any trustee absenting himself or herself from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the Governance Committee on the matter.

## **8. Liability of members to contribute to the assets of the Club if it is wound up**

If the Club is wound up, the members of the Club have no liability to contribute to its assets and no personal responsibility for settling its debts and liabilities.

## **9. Membership of the Club**

### **(1) Admission of new members**

#### **(1) Eligibility**

- (i) Membership of the Club is open to anyone who is interested in furthering its purposes, and who, by applying for membership, has indicated his, her or its agreement to become a member and acceptance of the duty of members set out in sub-clause (3) of this clause.
- (ii) They must also be eligible under the rules of the relevant sports governing body. The Club will be open to all regardless of age, gender, race, religion, and sexual orientation.
- (iii) The club is committed to ensuring that equity is incorporated across all aspects of its development. In doing so it acknowledges and adopts the relevant policy guidance from the relevant sports Governing Body
- (iv) A member may be an individual, a corporate body, or an individual or corporate body representing an organisation which is not incorporated.

#### **(2) Admission procedure**

The Governance Committee:

- (i) may require applications for membership to be made in any reasonable way that they decide. If the applicant is below the age of 18, the application requires the approval of the applicant's parent or guardian. The acceptance of any application for membership shall be at the discretion of the

Governance Committee.

- (ii) may refuse an application for membership if they believe that it is in the best interests of the Club for them to do so;
- (iii) shall, if they decide to refuse an application for membership, give the applicant their reasons for doing so, within 21 days of the decision being taken, and give the applicant the opportunity to appeal against the refusal; and
- (iv) shall give fair consideration to any such appeal, and shall inform the applicant of their decision, but any decision to confirm refusal of the application for membership shall be final.

**(2) Transfer of membership**

Membership of the Club cannot be transferred to anyone else except in the case of an individual or corporate body representing an organisation which is not incorporated, whose membership may be transferred by the unincorporated organisation to a new representative. Such transfer of membership does not take effect until the Club has received written notification of the transfer.

**(3) Duty of members**

It is the duty of each member of the Club to exercise his or her powers as a member of the Club in the way he or she decides in good faith would be most likely to further the purposes of the Club.

**(4) Termination of membership**

- (a) Membership of the Club comes to an end if:
  - (i) the member dies, or, in the case of an organisation (or the representative of an organisation) that organisation ceases to exist; or
  - (ii) the member notifies the Governance Committee (including through the online membership system); or
  - (iii) any sum of money, including subscription fees, owed by the member to the Club is not paid in full within three months of its falling due; or
  - (iv) the Governance Committee decide that it is in the best interests of the Club, including conduct or character likely to bring the Club or sport into disrepute or non adherence to Club governance processes and policies that the member in question should be removed from membership, and pass a resolution to that effect.
- (b) Before the Governance Committee take any decision to remove someone from membership of the Club they must:
  - (i) inform the member of the reasons why it is proposed to remove him, her or it from membership;
  - (ii) give the member at least 21 clear days notice in which to make representations to the Governance Committee as to why he, she or it should not be removed from membership;

- (iii) at a duly constituted meeting of the Governance Committee, consider whether or not the member should be removed from membership;
- (iv) consider at that meeting any representations which the member makes as to why the member should not be removed; and
- (v) allow the member, or the member's representative, to make those representations in person at that meeting, if the member so chooses.

## **(5) Membership fees**

The Club may require members to pay reasonable membership fees to the Club (the "Subscription fees", subject to the following:

- i) Subscription Fees for each year shall be provisionally set by the Governance Committee prior to 31 March for the following Club year;
- ii) The Governance Committee may in their discretion from time to time create classes of membership as it considers appropriate and shall decide how much each class of membership shall pay as subscription for membership;
- iii) Subscription Fees shall be paid yearly in advance by all members except for Life Members and any other members with respect to which the Governance Committee have determined to waive such Subscription Fees (in whole or in part) for such club year; and
- iv) for the purposes of this clause 9.8, the "club year" shall run from 1 April to the 31 March of the following calendar year,

provided that where the Governance Committee have provisionally set Subscription Fees or has failed to do so, such Subscription Fees shall be confirmed or set (as applicable) at the AGM, and provided further where no Subscription Fees are set, the Subscription Fees shall be those in effect for the prior club year. This shall not prevent the Governance Committee from increasing the Subscription Fees during a Club year should it be deemed necessary.

## **10. Members' decisions**

### **(1) General provisions**

Except for those decisions that must be taken in a particular way as indicated in sub-clause (4) of this clause, decisions of the members of the Club may be taken either by vote at a general meeting as provided in sub-clause (2) of this clause or by written resolution as provided in sub- clause (3) of this clause.

### **(2) Taking ordinary decisions by vote**

Subject to sub-clause (4) of this clause, any decision of the members of the Club may be taken by means of a resolution at a general meeting. Such a resolution may be passed by a simple majority of votes cast at the meeting (including votes, where expressly provided for prior to the meeting, cast by electronic ballot, and proxy votes in accordance with the procedure in the Appendix).

### **(3) Taking ordinary decisions by written resolution without a general meeting**

- (1) Subject to sub-clause (4) of this clause, a resolution in writing agreed by a simple majority of all the members who would have been entitled to vote

upon it had it been proposed at a general meeting shall be effective, provided that:

- (i) a copy of the proposed resolution has been sent (including by email or otherwise electronically, including being displayed on the Club Website) to all the members eligible to vote; and
- (ii) a simple majority of members has signified its agreement to the resolution in a document or documents which are received at the principal office within the period of 28 days beginning with the circulation date. The document signifying a member's agreement must be authenticated by their signature (or in the case of an organisation which is a member, by execution according to its usual procedure), by a statement of their identity accompanying the document, or in such other manner as the Club has specified.

(2) The resolution in writing may comprise several copies (including copies which are electronic) to which one or more members has signified their agreement.

(3) Eligibility to vote on the resolution is limited to members who are members of the Club on the date when the proposal is first circulated in accordance with paragraph (a) above.

(4) Not less than 50 of the members of the Club may request the trustees to make a proposal for decision by the members at a general meeting

(5) The trustees must within 21 days of receiving such a request comply with it if:

- (i) The proposal is not frivolous or vexatious, and does not involve the publication of defamatory material;
- (ii) The proposal is stated with sufficient clarity to enable effect to be given to it if it is agreed by the members; and
- (iii) Effect can lawfully be given to the proposal if it is so agreed.

(6) Sub-clauses (a) to (c) of this clause apply to a proposal made at the request of members.

**(4) Decisions that must be taken in a particular way**

- (a) Any decision to remove a trustee must be taken in accordance with clause 15(2).
- (a) Any decision to amend this constitution must be taken in accordance with clause 28 of this constitution (Amendment of Constitution).
- (b) Any decision to wind up or dissolve the Club must be taken in accordance with clause 29 of this constitution (Voluntary winding up or dissolution). Any decision to amalgamate or transfer the undertaking of the Club to one or more other CIOs must be taken in accordance with the provisions of the Charities Act 2011.

**11. General meetings of members**

**(1) Types of general meeting**

There must be an annual general meeting (AGM) of the members of the Club. The first AGM must be held within 18 months of the registration of the Club, and subsequent AGMs must be held at intervals of not more than 15 months.

Other general meetings, including Extraordinary General Meetings (EGM), of the members of the Club may be held at any time. All general meetings must be held in accordance with the following provisions:

- (1) The business of the AGM shall be to:
  - (i) receive the annual report of the Governance Committee for the preceding year;
  - (ii) receive the annual accounts for the year from the Treasurer
  - (iii) appointment of:
    - the Chair
    - the Treasurer
    - the Secretaryand each of the foregoing also as a Trustee;
- (b) appointment of any additional Trustees;
- (c) deal with motions proposed by members through the appropriate process deal with any other matters as the Governance Committee consider appropriate

## **(2) Calling general meetings**

- (1) The Governance Committee:
  - (i) must call the annual general meeting of the members of the Club in accordance with sub-clause (1) of this clause, and identify it as such in the notice of the meeting; and
  - (ii) may call any other general meeting of the members at any time.
- (2) The Governance Committee must, within 6 weeks, call a general meeting of the members of the Club if:
  - (i) they receive a request to do so from at least 10% of the members of the Club; and
  - (ii) the request states the general nature of the business to be dealt with at the meeting, and is authenticated by the member(s) making the request.
- (3) Any such request may include particulars of a resolution that may properly be proposed, and is intended to be proposed, at the meeting.
- (4) A resolution may only properly be proposed if it is lawful, and is not defamatory, frivolous or vexatious.
- (5) Any general meeting called by the trustees at the request of the members of the Club must be held within 6 weeks from the date on which it is called.
- (6) If the Governance Committee fail to comply with this obligation to call a general meeting at the request of its members, then the members who requested the meeting may themselves call a general meeting.
- (7) A general meeting called in this way in accordance with sub clause (f) must be held not more than 3 months after the date when the members first requested the meeting.
- (8) The Club must reimburse any reasonable expenses incurred by the members calling a general meeting by reason of the failure of the Governance

Committee to duly call the meeting, but the Club shall be entitled to be indemnified by the trustees who were responsible for such failure.

**(3) Notice of general meetings**

- (1) The Governance Committee, or, as the case may be, the relevant members of the Club, must give at least 28 days' clear notice of any general meeting to all of the members, and to any trustee of the Club who is not a member.
- (2) Any member of the Club can propose to the Governance Committee that an issue or resolution is discussed at the AGM by giving the Governance Committee 3 weeks clear written notice
- (3) If it is agreed by not less than 50% of all members of the Club, any resolution may be proposed and passed at the meeting even though the requirements of sub-clause (3) of this clause have not been met. This sub-clause does not apply where a specified period of notice is strictly required by another clause in this constitution, by the Charities Act 2011 or by the General Regulations.
- (4) The notice of any general meeting must:
  - (i) state the time and date of the meeting;
  - (ii) give the address at which the meeting is to take place;
  - (iii) give particulars of any resolution which is to be moved at the meeting, and of the general nature of any other business to be dealt with at the meeting; and
  - (iv) if a proposal to alter the constitution of the Club is to be considered at the meeting, include the text of the proposed alteration
  - (v) include, with the notice for the AGM, the annual statement of accounts and trustees' annual report, details of persons standing for election or re- election as trustee, or where allowed under clause [22] (Use of electronic communication), details of where the information may be found on the Club's website.
- (5) Proof that an envelope containing a notice was properly addressed, prepaid and posted; or that an electronic form of notice was properly addressed and sent, shall be conclusive evidence that the notice was given. Notice shall be deemed to be given 48 hours after it was posted or sent.
- (6) The proceedings of a meeting shall not be invalidated because a member who was entitled to receive notice of the meeting did not receive it because of accidental omission by the Club.

**(4) Chairing of general meetings**

The person nominated as chair by the Governance Committee under clause [19](2) (Chairing of meetings), shall, if present at the general meeting and willing to act, preside as chair of the meeting. Subject to that, the members of the Club who are present at a general meeting shall elect a chair to preside at the meeting.

**(5) Quorum at general meetings**

- (a) No business may be transacted at any general meeting of the members of the Club unless a quorum is present when the meeting starts.
- (b) Subject to the following provisions, the quorum for general meetings shall be

30 members. An organisation represented by a person present at the meeting in accordance with sub-clause (7) of this clause, is counted as being present in person.

- (c) If the meeting has been called by or at the request of the members and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the meeting is closed.
- (d) If the meeting has been called in any other way and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the chair must adjourn the meeting. The date, time and place at which the meeting will resume must [either be announced by the chair or] be notified to the Club's members at least seven clear days before the date on which it will resume.
- (e) If a quorum is not present within 15 minutes of the start time of the adjourned meeting, the member or members present at the meeting constitute a quorum.
- (f) If at any time during the meeting a quorum ceases to be present, the meeting may discuss issues and make recommendations to the trustees but may not make any decisions. If decisions are required which must be made by a meeting of the members, the meeting must be adjourned.

#### **(6) Voting at general meetings (including AGM and EGM)**

- (1) Any decision other than one falling within clause [10(4)] (Decisions that must be taken in a particular way) shall be taken by a simple majority of votes cast at the meeting (including proxy and electronic votes in accordance with Appendix). Every member has one vote.
- (2) For any member under 18, their parent or guardian will be able to exercise their vote (together with any individual vote which the parent or guardian will possess in their capacity as member)
- (3) A resolution put to the vote of a meeting shall be decided on a show of hands, unless (before or on the declaration of the result of the show of hands) a poll is duly demanded. A poll may be demanded by the chair or by at least 10% of the members present in person or by proxy at the meeting.
- (4) A poll demanded on the election of a person to chair the meeting or on a question of adjournment must be taken immediately. A poll on any other matter shall be taken, and the result of the poll shall be announced, in such manner as the chair of the meeting shall decide, provided that the poll must be taken, and the result of the poll announced, within 30 days of the demand for the poll.
- (5) A poll may be taken:
  - (i) at the meeting at which it was demanded; or
  - (ii) at some other time and place specified by the chair; or
  - (iii) through the use of postal or electronic communications
- (6) In the event of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall have a second, or casting vote.
- (7) Any objection to the qualification of any voter must be raised at the meeting at which the vote is cast and the decision of the chair of the meeting shall be final.

**(7) Representation of organisations and corporate members**

An organisation or a corporate body that is a member of the Club may, in accordance with its usual decision-making process, authorise a person to act as its representative at any general meeting of the Club.

The representative is entitled to exercise the same powers on behalf of the organisation or corporate body as the organisation or corporate body could exercise as an individual member of the Club.

**(8) Adjournment of meetings**

The Club chair may with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting to another time and/or place. No business may be transacted at an adjourned meeting except business which could properly have been transacted at the original meeting.

## **12. Trustees**

**(1) Functions and duties of trustees**

The Governance Committee consisting of all trustees shall manage the affairs of the Club and may for that purpose exercise all the powers of the Club. It is the duty of each trustee:

- (1) to exercise his or her powers and to perform his or her functions as a trustee of the Club in the way he or she decides in good faith would be most likely to further the purposes of the Club; and
- (2) to exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to:
  - (i) any special knowledge or experience that he or she has or holds himself or herself out as having; and
  - (ii) if he or she acts as a trustee of the Club in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.

**(2) Eligibility for trusteeship**

- (1) Every trustee must be a natural person.
- (2) No one may be appointed as a trustee:
  - if he or she is under the age of 18 years; or
  - if he or she would automatically cease to hold office under the provisions of clause 15(1)(f).
- (3) No one is entitled to act as a trustee on the Governance Committee whether on appointment or on any re-appointment until he or she has expressly acknowledged, in whatever way the trustees decide, his or her acceptance of the office of trustee. The Club Secretary must keep a record of all acceptances by new trustees
- (4) Non-members of the Club may be appointed trustee subject to a vote of the members at the AGM, or at the discretion of the Governance Committee

**(3) Number of trustees**

- (a) There should be no more than 8 trustees and each of the Chair, the Treasurer, the Secretary, subject to the terms of this Constitution be a trustee;
- (b) There must be at least three trustees. If the number falls below this minimum, the remaining trustee or trustees may act only to call a meeting of the trustees, or appoint a new trustee.
- (c) The maximum number of trustees that can be appointed is as provided in sub-clause (a) of this clause. No trustee appointment may be made in excess of these provisions.

**(4) First trustees**

The first trustees of the Club are Carlos Arrebola, Hans Ho, Catharine Sowerby, Imran Ahmed

**13. The Governance Committee and Appointment of trustees**

- (1) The Club shall be managed by a committee of all of the trustees which shall be known as the Governance Committee.
- (2) At the first, and every subsequent, annual general meeting of the members of the CIO all the charity trustees shall retire from office;
- (3) The vacancies so arising may be filled by the decision of the members at the annual general meeting; any vacancies not filled at the annual general meeting may be filled as provided in sub-clause (4) of this clause;
- (4) The members or the charity trustees may at any time decide to appoint a new charity trustee, whether in place of a charity trustee who has retired or been removed in accordance with clause 15, or as an additional charity trustee, provided that the limit specified in clause 12(3) on the number of charity trustees would not as a result be exceeded;
- (5) A person so appointed by the members of the CIO shall retire in accordance with the provisions of sub-clause (2) of this clause. A person so appointed by the charity trustees shall retire at the conclusion of the next annual general meeting after the date of his or her appointment;
- (6) All trustees shall be elected on a simple majority at the AGM each year. These will include the following positions: Club Chair, Club Secretary, Club Treasurer, two additional roles involved in the day to day management of the club and three additional trustees who are not involved in the day to day running of the club. The scope of the two additional management roles will be determined by the Governance Committee, from time to time, dependent upon the needs of the Club;
- (7) Any member of the Club who wishes to stand for the position of Club Chair, Club Secretary, Club Treasurer or Club position, which may be determined from time to time, must submit their nomination to the Club Secretary 14 days prior to the date of the Annual General Meeting and it shall be accompanied by a statement that they are prepared to be appointed or re-appointed and accept the responsibilities of being a trustee. Such a person should be proposed by one member of the Club and seconded by another;

**14. Information for new trustees**

The trustees will make available to each new trustee, on or before his or her first appointment:

- (a) a copy of this constitution and any amendments made to it; and
- (b) a copy of the Club's latest trustees' annual report and statement of accounts.

## **15. Retirement and removal of trustees**

- (1) A trustee ceases to hold office if he or she:
  - (1) retires by notifying the Governance Committee in writing (but only if enough trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings);
  - (2) is absent without the permission of the Governance Committee from all their meetings held within a period of six months and the trustees resolve that his or her office be vacated;
  - (3) dies;
  - (4) in the written opinion of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a trustee and may remain so for more than three months;
  - (5) is removed from their role by at least two thirds of the Governance Committee which has voted to remove the Trustee from their role because that person has brought the Club into disrepute
  - (6) is removed by the members of the Club in accordance with sub-clause (2) of this clause; or
  - (7) is disqualified from acting as a trustee by virtue of section 178-180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).
- (2) A trustee shall be removed from office if a resolution to remove that trustee is proposed at a general meeting of the members called for that purpose and properly convened in accordance with clause 11, and the resolution is passed by a two-thirds majority of votes cast at the meeting.
- (3) A resolution to remove a trustee in accordance with this clause shall not take effect unless the individual concerned has been given at least 14 clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been given a reasonable opportunity of making oral and/or written representations to the members of the Club.

## **16. Reappointment of trustees**

Any person who retires as a trustee by giving notice to the Governance Committee is eligible for reappointment.

## **17. Taking of decisions by Governance Committee**

Any decision may be taken either:

- (1) at a meeting of the Governance Committee; or
- (2) by resolution in writing or electronic form agreed by a majority of all of the trustees,

which may comprise either a single document or several documents containing the text of the resolution in like form to which the majority of all of the trustees has signified their agreement. Such a resolution shall be effective provided that

- (1) a copy of the proposed resolution has been sent at, or as near as reasonably practicable to the same time, to the Governance Committee; and
- (2) the majority of the Governance Committee has signified agreement to the resolution in a document or documents which has or have been authenticated by their signature, by a statement of their identity accompanying the document or documents, or in such other manner as the trustees have previously resolved, and delivered to the Club at its principal office or such other place as the trustees may resolve within 28 days of the circulation date.

## **18. Delegation by Governance Committee**

- (1) The Governance Committee may delegate any of their powers or functions to a committee or sub-committee, and, if they do, they must determine the terms and conditions on which the delegation is made. The trustees may at any time alter those terms and conditions, or revoke the delegation.
- (2) This power is in addition to the power of delegation in the General Regulations and any other power of delegation available to the trustees, but is subject to the following requirements:
  - (1) a committee or sub-committee may consist of two or more persons, but at least one member of each committee must be a trustee;
  - (2) the acts and proceedings of any committee must be brought to the attention of the Governance Committee as a whole as soon as is reasonably practicable; and
  - (3) the Governance Committee shall from time to time review the arrangements which they have made for the delegation of their powers.

## **19. Meetings and proceedings of Governance Committee**

- (1) Calling meetings**
  - (1) The Governance Committee shall meet at least four times per year and whenever necessary to conduct business of the Club.
- (2) Procedure at meetings**
  - (1) No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken. The quorum is two thirds of trustees. A trustee shall not be counted in the quorum present when any decision is made about a matter upon which he or she is not entitled to vote.
  - (2) Questions arising at a meeting shall be decided by a majority of those eligible to vote. Each trustee has a single vote.

- (c) In the case of an equality of votes, the chair shall have a second or casting vote.

**(3) Participation in meetings by electronic means**

- (1) A meeting, including general meetings, may be held by suitable electronic means agreed by the Governance Committee in which each participant may communicate with all the other participants.
- (2) Any trustee participating at a meeting by suitable electronic means agreed by the Governance Committee in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting.
- (3) Meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes.

## **20. Saving provisions**

- (1) Subject to sub-clause (2) of this clause, all decisions of the Governance Committee shall be valid notwithstanding the participation in any vote of a trustee:
  - (1) who was disqualified from holding office;
  - (2) who had previously retired or who had been obliged by the constitution to vacate office;
  - (3) who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise;if, without the vote of that trustee and that trustee being counted in the quorum, the decision has been made by a majority of the trustees at a quorate meeting.
- (2) Sub-clause (1) of this clause does not permit a trustee to keep any benefit that may be conferred upon him or her by a resolution of the trustees or the Governance Committee if, but for clause (1), the resolution would have been void, or if the trustee has not complied with clause 7 (Conflicts of interest).

## **21. Execution of documents**

- (1) The Club shall execute documents by signature.
- (2) A document is validly executed if it signed by at least two members of the Governance Committee, one of which should be the Club Chair or Club Treasurer

## **22. Use of electronic communications**

The Club will comply with the requirements of the Communications Provisions in the General Regulations and in particular:

- (a) the requirement to provide within 21 days to any member on request a hard copy of any document or information sent to the member otherwise than in hard copy form;

- (b) any requirements to provide information to the Commission in a particular form or manner;
- (c) the relevant requirements set out in the Appendix

## **23. Keeping of Registers**

The Club must comply with its obligations under the General Regulations in relation to the keeping of, and provision of access to, registers of its members and trustees.

## **24. Minutes**

The trustees must keep minutes of all:

- (1) appointments of officers made by the trustees;
- (2) proceedings at general meetings of the Club;
- (3) meetings of the Governance Committee including:
  - the names of the trustees present at the meeting;
  - the decisions made at the meetings; and
  - where appropriate the reasons for the decisions;
- (4) decisions made by the trustees otherwise than in meetings.

## **25. Accounting records, accounts, annual reports and returns, register maintenance**

- (1) The Governance Committee must comply with the requirements of the Charities Act 2011 with regard to the keeping of accounting records, to the preparation and scrutiny of statements of accounts, and to the preparation of annual reports and returns. The statements of accounts, reports and returns must be sent to the Charity Commission, regardless of the income of the Club, within 10 months of the financial year end.
- (2) The Governance Committee must comply with their obligation to inform the Charity Commission within 28 days of any change in the particulars of the Club entered on the Central Register of Charities.

## **26. Rules**

The Governance Committee may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Club, but such rules or bye laws must not be inconsistent with any provision of this constitution. Copies of any such rules or bye laws currently in force must be made available to any member of the Club on request.

## **27. Disputes**

If a dispute arises between members of the Club about the validity or propriety of anything done by the members under this constitution, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation. Mediation shall take place before three trustees

appointed by the Club Chair.

## **28. Amendment of constitution**

As provided by clauses 224-227 of the Charities Act 2011:

- (1) This constitution can only be amended:
  - (1) by resolution agreed in writing by all members of the Club; or
  - (2) by a resolution passed by a 75% majority of votes cast at a general meeting of the members of the Club.
- (2) Any alteration of clause 3 (Objects), clause [29] (Voluntary winding up or dissolution), this clause, or of any provision where the alteration would provide authorisation for any benefit to be obtained by trustees or members of the Club or persons connected with them, requires the prior written consent of the Charity Commission.
- (3) No amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid.
- (4) A copy of any resolution altering the constitution, together with a copy of the Club's constitution as amended, must be sent to the Commission within 15 days from the date on which the resolution is passed.

## **29. Voluntary winding up or dissolution**

- (1) As provided by the Dissolution Regulations, the Club may be dissolved by resolution of its members. Any decision by the members to wind up or dissolve the Club can only be made:
  - (1) at a general meeting of the members of the Club called in accordance with clause [11] (Meetings of Members), of which not less than 14 days' notice has been given to those eligible to attend and vote:
    - (i) by a resolution passed by a 75% majority of those voting, or
    - (ii) by a resolution passed by decision taken without a vote and without any expression of dissent in response to the question put to the general meeting; or
  - (2) by a resolution agreed in writing by 75% of members of the Club
- (2) Subject to the payment of all the Club's debts:
  - (a) Any resolution for the winding up of the Club, or for the dissolution of the Club without winding up, may contain a provision directing how any remaining assets of the Club shall be applied.
  - (b) If the resolution does not contain such a provision, the trustees must decide how any remaining assets of the Club shall be applied.
  - (c) In either case the remaining assets must be applied for charitable purposes the same as or similar to those of the Club.
- (3) The Club must observe the requirements of the Dissolution Regulations in applying to the Commission for the Club to be removed from the Register of Charities, and in particular:
  - (1) the Governance Committee must send with their application to the Commission:
    - (i) a copy of the resolution passed by the members of the Club;
    - (ii) a declaration by the trustees that any debts and other liabilities of

the Club have been settled or otherwise provided for in full; and

- (iii) a statement by the trustees setting out the way in which any property of the Club has been or is to be applied prior to its dissolution in accordance with this constitution;

- (2) the trustees must ensure that a copy of the application is sent within seven days to every member and employee of the Club, and to any trustee of the Club who was not privy to the application.

- (4) If the Club is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

### **30. Interpretation in this constitution:**

**“connected person”** means:

- (a) a child, parent, grandchild, grandparent, brother or sister of the trustee;
- (b) the spouse or civil partner of the trustee or of any person falling within sub-clause (a) above;
- (c) a person carrying on business in partnership with the trustee or with any person falling within sub-clause (a) or (b) above;
- (d) an institution which is controlled –
  - (i) by the trustee or any connected person falling within sub-clause (a), (b), or (c) above; or
  - (ii) by two or more persons falling within sub-clause (d)(i), when taken together
- (e) a body corporate in which –
  - (i) the trustee or any connected person falling within sub-clauses (a) to (c) has a substantial interest; or
  - (ii) two or more persons falling within sub-clause (e)(i) who, when taken together, have a substantial interest

Section 118 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this constitution.

**“General Regulations”** means the Charitable Incorporated Organisations (General) Regulations 2012.

**“Dissolution Regulations”** means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012.

The **“Communications Provisions”** means the Communications Provisions in [Part 9, Chapter 4] of the General Regulations.

**“Trustee”** means a charity trustee of the Club.

A **“poll”** means a counted vote or ballot, usually (but not necessarily) in writing.

# **Appendix**

## **General meetings of members**

### **(1) Proxy voting**

- (a) Any member of the Club may appoint another person as a proxy to exercise all or any of that member's rights to attend, speak and vote at a general meeting of the Club. Proxies must be appointed by a notice in writing (a "proxy notice") which:
  - (i) states the name and address of the member appointing the proxy;
  - (ii) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
  - (iii) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Club may determine; and
  - (iv) is delivered to the Club in accordance with the constitution and any instructions contained in the notice of the general meeting to which they relate.
- (b) The Club may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- (c) Proxy notices may (but do not have to) specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- (d) Unless a proxy notice indicates otherwise, it must be treated as:
  - (i) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
  - (ii) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
- (e) A member who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Club by or on behalf of that member.
- (f) An appointment under a proxy notice may be revoked by delivering to the Club a notice in writing given by or on behalf of the member by whom or on whose behalf the proxy notice was given.
- (g) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- (h) If a proxy notice is not signed or authenticated by the member appointing the proxy, it must be accompanied by written evidence that the person who signed or authenticated it on that member's behalf had authority to do so.

### **(2) Postal Voting**

- (1) The Club may, if the Governance Committee so decide, allow the members to vote by post, electronic mail ("email") or other appropriate

electronic means to elect trustees or to make a decision on any matter that is being decided at a general meeting of the members.

(2) The Club Secretary will supervise the conduct of the postal ballot or the voting by email or other electronic means and the counting of votes. In the absence of a Club Secretary the Governance Committee may appoint an individual to oversee the process.

(3) If postal, email and/or electronic voting is to be allowed on a matter, the Club must send to members of the Club not less than 14 days before the deadline for receipt of votes cast in this way:

- (i) a notice by email, if the member has agreed to receive notices in this way under clause [22] (Use of electronic communications), including an explanation of the purpose of the vote and the voting procedure to be followed by the member, and a voting form capable of being returned by email or post to the Club, containing details of the resolution being put to a vote, or of the candidates for election, as applicable;
- (ii) a notice by post to all other members, including a written explanation of the purpose of the postal vote and the voting procedure to be followed by the member; and a postal voting form containing details of the resolution being put to a vote, or of the candidates for election, as applicable. The voting procedure must require all forms returned by post to be in an envelope with the member's name and signature, and nothing else, on the outside, inside another envelope addressed to 'The Club Secretary', at the Club's principal office or such other postal address as is specified in the voting procedure.
- (iii) The voting procedure for votes cast by email must require the member's name to be at the top of the email, and the email must be authenticated in the manner specified in the voting procedure.

- (i) Email votes must be returned to an email address used only for this purpose and must be accessed only by the Club Secretary.
- (j) Procedures for other electronic means of voting will be decided by the Governance Committee
- (k) The voting procedure must specify the closing date and time for receipt of votes, and must state that any votes received after the closing date or not complying with the voting procedure will be invalid and not be counted.
- (l) The Club Secretary must make a list of names of members casting valid votes, and a separate list of members casting votes which were invalid. These lists must be provided to a trustee or other person overseeing admission to, and voting at, the general meeting. A member who has cast a valid postal or email vote must not vote at the meeting, and must not be counted in the quorum for any part of the meeting on which he, she or it has already cast a valid vote. A member who has cast an invalid vote by post or email is allowed to vote at the meeting and counts towards the quorum.
- (m) For postal votes, the Club Secretary must retain the internal envelopes (with the member's name and signature). For email votes, the Club Secretary must retain any part of the email that includes the member's name. In each case, a Club Secretary must record on this evidence of the

member's name that the vote has been counted, or if the vote has been declared invalid, the reason for such declaration.

- (n) Votes cast by post must be counted by the Club Secretary before the meeting at which the vote is to be taken. The Club Secretary must provide to the person chairing the meeting written confirmation of the number of valid votes received by post and email and the number of votes received which were invalid. The Club Secretary must not disclose the result of the postal/email/electronic ballot until after votes taken by hand or by poll at the meeting, or by poll after the meeting, have been counted. Only at this point shall the Club Secretary declare the result of the valid votes received, and these votes shall be included in the declaration of the result of the vote.
- (o) Following the final declaration of the result of the vote, the Club Secretary must provide to a trustee or other authorised person bundles containing the evidence of members submitting valid postal votes; evidence of members submitting valid email votes; evidence of invalid votes; the valid votes; and the invalid votes.
- (p) Any dispute about the conduct of a postal or email ballot must be referred initially to a panel set up by the Governance Committee, to consist of two trustees and two persons independent of the Club. If the dispute cannot be satisfactorily resolved by the panel, it must be referred to the Electoral Reform Services.

## **Use of electronic communications**

### **(2) To the Club**

Any member or trustee of the Club may communicate electronically with the Club to an address specified by the Club for the purpose, so long as the communication is authenticated in a manner which is satisfactory to the Club.

### **(3) By the Club**

- (a) Any member or trustee of the Club, by providing the Club with his or her email address or similar, is taken to have agreed to receive communications from the Club in electronic form at that address, unless the member has indicated to the Club his or her unwillingness to receive such communications in that form.
- (b) The trustees may, subject to compliance with any legal requirements, by means of publication on its website
  - (i) provide the members with the notice referred to in clause 11(3) (Notice of general meetings);
  - (ii) give trustees notice of their meetings in accordance with clause 19(1)
  - (iii) submit any proposal to the members or trustees for decision by written resolution or postal vote in accordance with the CIO's powers under clause 10 (Members' decisions), 10(3)
- (c) The Trustees must:
  - (i) take reasonable steps to ensure that members and trustees are promptly notified of the publication of any such notice or proposal;
  - (ii) send any such notice or proposal in hard copy form to any member or trustee

who has not consented to receive communications in electronic form.