

**Rules**  
**of**  
**[Hurricane Striders]**

Adopted by Special Resolution on ...1<sup>st</sup> November..... 201[7]

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## Rules

of

### [Hurricane Striders]

#### 1. Interpretation

1.1 Unless the context requires otherwise, the following terms in these Rules shall have the following meaning respectively:

<b>AGM</b>	has the meaning given in clause 13.1;
<b>Chair</b>	means the person from time to time appointed as chair of the Club in accordance with these Rules;
<b>Club</b>	means the club intended to be regulated by these Rules;
<b>[Commission</b>	means the Charity Commission for England and Wales (or its successor body);] <sup>1</sup>
<b>[Connected Person</b>	in relation to an Officer means any person falling within one or more of the following categories: <ul style="list-style-type: none"><li>(a) any spouse, civil partner, parent, child, sibling, grandparent or grandchild of an Officer;</li><li>(b) the spouse or civil partner of any person in paragraph (a) above;</li><li>(c) any person in a relationship with an Officer which may reasonably be regarded as equivalent to such a relationship as is referred to in paragraph (a) or (b) above;</li><li>(d) any company, partnership, limited liability partnership or firm of which an Officer is a paid director, member, partner or employee or a shareholder holding more than one per cent of the issued share capital;</li></ul> (and in relation to an Officer <b>Connected</b> has a corresponding meaning);] <sup>2</sup>
<b>EGM</b>	has the meaning given in clause 13.2;
<b>General Meeting</b>	means a general meeting of the members of the Club (being either an AGM or an EGM);
<b>Member</b>	means a member of the Club (and a member shall be legally bound by these Rules in accordance with clause 10);
<b>England Athletics</b>	means England Athletics Limited (company number: 05583713) (or its successor body);
<b>Objects</b>	has the meaning given in clause 3;

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<sup>1</sup> If the club is not a charity, this definition should be removed.

<sup>2</sup> If the club is a charity, this definition is recommended.

<b>Officers</b>	means the members of the Committee [(who are charity trustees as defined by Section 177 of the Charities Act 2011)]; <sup>3</sup>
<b>Ordinary Resolution</b>	has the meaning given in clause 16.2;
<b>Secretary</b>	means the person from time to time appointed as secretary of the Club in accordance with these Rules;
<b>Special Resolution</b>	has the meaning given in clause 16.3;
<b>Treasurer</b>	means the person from time to time appointed as treasurer of the Club in accordance with these Rules;
<b>Writing</b>	includes email and facsimile.

## 2. Name and Office

- 2.1 The Club shall be called [**Hurricane Striders**].
- 2.2 The principal office of the Club shall be situated in [England] [and] [Wales].

## 3. Objects

The objects of the Club (**Objects**) are [for the public benefit generally] [but with particular reference to the inhabitants of [**Lincoln**]] [and its surrounding areas]:

- 3.1 [to promote community participation in healthy recreation by providing facilities for athletics [and track & field] [and such other [related] sports capable of improving fitness and health] (**facilities** in this clause 3 means land, buildings, equipment and organising sporting activities);] [and]
- 3.2 [to provide and assist in the provision of facilities for sport, recreation and other leisure time occupation of such persons who have need for such facilities by reason of their youth, age, infirmity or disability, poverty or social and economic circumstances or for the public at large in the interests of social welfare and with the object of improving their conditions of life.]<sup>4</sup>

## 4. [Ethos

- 4.1 The Club is committed to ensuring that equity is incorporated across all aspects of its operations, activities and development. In doing so, the Club acknowledges and adopts the following Sport England definition of sports equity:

*Sports equity is about fairness in sport, equality of access, recognising inequalities and taking steps to address them. It is about changing the culture and structure of sport to ensure it becomes equally accessible to everyone in society.*

- 4.2 The Club respects the rights, dignity and worth of every person and shall treat everyone equally within the context of their sport, regardless of age, ability, gender, race, ethnicity, religious belief, sexuality or social/economic status.
- 4.3 The Club is committed to everyone having the right to enjoy their sport in an environment free from threat of intimidation, harassment and abuse.
- 4.4 All members of the Club have a responsibility to oppose discriminatory behaviour and promote equality of opportunity.

<sup>3</sup> If the club is not a charity, this provision should be removed.

<sup>4</sup> Articles 3.1 and 3.2 have been drafted for a charitable sports club i.e. these are wholly charitable purposes. If the club is a charity, it should take care when amending these provisions. Legal advice should be sought.

4.5 The Club will deal with any incidence of discriminatory behaviour seriously according to the Club's disciplinary procedures.]

## 5. Exercise of Powers

In furtherance of the Objects but not otherwise the Club may exercise the following powers:

- 5.1 to carry on a sports club;
- 5.2 to provide sports coaching, training and equipment;
- 5.3 to hold matches and organise related activities;
- 5.4 to participate in and organise leagues, cup competitions, tournaments and matches;
- 5.5 to provide information, advice and guidance;
- 5.6 to publish or distribute information including by means of reports, books, leaflets, films, videos, websites and any other media;
- 5.7 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to open and operate bank accounts in the name of the Club;
- 5.8 to accept or disclaim gifts of money or any other property;
- 5.9 to raise funds and to invite and receive contributions [(provided that in raising funds the Club shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations)];<sup>5</sup>
- 5.10 to purchase, take on, hire, lease, acquire, alter, improve, construct and maintain property and equip it for use;
- 5.11 to sell, charge, let, mortgage or otherwise dispose of property and buildings [(subject to such consents as may be required by law including Part 7 of the Charities Act 2011)];<sup>6</sup>
- 5.12 [(subject to clause 6 below)]<sup>7</sup> to employ such staff as are necessary for the proper pursuit of the Objects and to make all reasonable provisions for the payment of pensions and superannuation to staff and their dependants;
- 5.13 to support or establish or aid in the establishment of any [charitable] trusts, associations or institutions formed for all or any of the Objects;
- 5.14 to acquire, merge, collaborate, amalgamate or co-operate with [other] charities or voluntary bodies operating in furtherance of the Objects or similar [charitable] purposes and to exchange information and advice with them;
- 5.15 to reconstitute as a body corporate and transfer some or all of the undertaking, assets and liabilities of the Club to its corporate successor;
- 5.16 alone or with other organisations to seek to influence public opinion and to make representations to and to seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation,

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<sup>5</sup> If the club is a charity, this provision is strongly recommended. A charity is not generally able to carry on commercial trading activity which where this would give rise to a liability to corporation tax.

<sup>6</sup> If the club is not a charity, this provision should be removed.

<sup>7</sup> If the club is a charity, this provision should be retained. Subject to certain exceptions, it is not generally permitted to employ a trustee on a paid basis.

regulations and rules [(provided that at all times all such activities shall be confined to those which a charity may properly undertake)];<sup>8</sup>

- 5.17 to insure the property of the Club against any foreseeable risk and to take out other insurance policies to protect the Club and the Officers when required including [(subject to Section 189 of the Charities Act 2011)]<sup>9</sup> the provision of indemnity insurance to cover the liability of the Officers and other staff and volunteers;
- 5.18 to establish or acquire subsidiary companies to assist or act as agents for the Club or to carry on trading activity;
- 5.19 to borrow money and give security for loans but subject always to and in accordance with the Trustee Act 2000 [and the Charities Act 2011];<sup>10</sup>
- 5.20 to invest the monies of the Club not immediately required for its purposes in or upon such investments, securities or property as may be thought fit [having due regard to any guidance issued by the Commission from time to time];<sup>11</sup>
- 5.21 to deposit or invest funds, to employ or engage a financial expert or experts and to 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;
- 5.22 to deposit documents or other physical assets with any company or other body registered or having a place of business in England and Wales as custodian and to pay any reasonable fee required;
- 5.23 to set aside income for special purposes or as a reserve against future expenditure but only in accordance with a policy in Writing on reserves determined by the Committee;
- 5.24 to do all such other lawful things as may further or are conducive to the Objects or any of them.

## 6. **Use of Income and Assets**<sup>12</sup>

- 6.1 The income and property of the Club shall be applied solely towards the promotion of the Objects.
- 6.2 Except as provided below, no part of the income or property of the Club shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to members of the Club. This shall not prevent any payment in good faith by the Club of:
  - 6.2.1 a payment or benefit to any member of the Club (not being an Officer [or Connected Person]) in his or her capacity as a beneficiary of the Club;
  - 6.2.2 fees, remuneration or other benefit in money or money's worth to any company of which a member of the Club (not being an Officer [or Connected Person]) may also be a member holding not more than one per cent of the issued share capital of that company;

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<sup>8</sup> If the club is a charity, this provision is recommended. Charities are subject to certain restrictions on political or campaigning activity.

<sup>9</sup> If the club is not a charity, this provision should be removed.

<sup>10</sup> If the club is not a charity, this provision should be removed.

<sup>11</sup> If the club is not a charity, this provision should be removed.

<sup>12</sup> Article 6 has been drafted for a charitable sports club. Articles 6.2 to 6.4 set out various restrictions on what private benefits members and officers can receive and various exceptions permitted under charity law. If the club is a charity, it should take care when amending these provisions. Legal advice should be sought.

- 6.2.3 reasonable and proper remuneration to any member of the Club (not being an Officer [or Connected Person]) for any goods or services supplied to the Club including any services supplied by the member under a contract of employment with the Club [but excluding any remuneration for playing or participating in sport of any kind];<sup>13</sup>
  - 6.2.4 of interest on money lent by any member of the Club (not being an Officer [or Connected Person]) at a reasonable and proper rate;
  - 6.2.5 of reasonable and proper rent or hire fee for premises demised or let or hired out by any member of the Club (not being an Officer [or Connected Person]);
  - 6.2.6 [of any payment or benefit to a member of the Club (not being an Officer [or Connected Person]) authorised in Writing by the Commission;]<sup>14</sup>
  - 6.2.7 [of any payment or benefit to a member of the Club who is also an Officer [or Connected Person] subject to clauses 6.3 and 6.4 below.]
- 6.3 [Unless the payment or benefit is permitted under clause 6.4 below, no Officer or Connected Person may:
- 6.3.1 sell goods, services or any interest in land to the Club;
  - 6.3.2 be employed by or receive remuneration from the Club; or
  - 6.3.3 receive any other material benefit from the Club.
- 6.4 An Officer [or Connected Person] may receive the following payments or benefits from the Club:
- 6.4.1 an Officer [or Connected Person] may receive a payment or benefit from the Club in his or her capacity as a beneficiary of the Club;
  - 6.4.2 an Officer may be reimbursed for any reasonable and proper out of pocket expenses incurred when acting on behalf of the Club;
  - 6.4.3 a company may receive fees, remuneration or other benefit in money or money's worth of which an Officer [or Connected Person] may also be a member holding not more than one per cent of the issued share capital of that company;
  - 6.4.4 a Holding Trustee or Officer may receive payment under an indemnity from the Club in accordance with clause 25.3 or 31 below;
  - 6.4.5 the Club may pay reasonable and proper premiums in respect of trustee indemnity insurance effected in accordance with clause 5.16 above; or
  - 6.4.6 an Officer [or Connected Person] may receive reasonable and proper remuneration to for any goods or services supplied to the Club [(excluding, in the case of an Officer, the service of acting as Officer and any services performed under a contract of employment with the Club)]<sup>15</sup> [and also] [excluding any remuneration for playing or participating in sport of any kind)]<sup>16</sup> provided that this provision may not benefit more than half of the Committee in any financial year [(and for these purposes this provision is also treated as benefitting any Officer if it benefits a Connected Person)];

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<sup>13</sup> If the club is a charity, this provision should be retained. Charitable sports clubs are generally not permitted to pay their members for playing or participating in the club's sporting activities.

<sup>14</sup> If the club is not a charity, this provision should be removed.

<sup>15</sup> If the club is a charity, this provision should be retained. Subject to certain exceptions, it is not generally permitted to employ a trustee on a paid basis.

<sup>16</sup> If the club is a charity, this provision should be retained. Charitable sports clubs are generally not permitted to pay their members for playing or participating in the club's sporting activities

- 6.4.7 an Officer [or Connected Person] may receive interest on money lent to the Club at a reasonable and proper rate;
- 6.4.8 an Officer [or Connected Person] may receive a reasonable and proper rent or hire fee for premises demised or let or hired out to the Club;
- 6.4.9 an Office [or Connected Person] may receive or retain any other payment or benefit authorised in Writing by the Commission;

provided that, in the case of any benefit conferred on an Officer [or Connected Person] under clause 6.4.6, 6.4.7, 6.4.8 or 6.4.9, the relevant Officer must comply with clause 22 below.]

## **7. Affiliation**

- 7.1 Subject to these Rules and the general law, the Club shall (as the case may be) become a member of or affiliate to England Athletics and any constituent body designated to it by England Athletics and the Club shall comply with and uphold the rules and regulations of the England Athletics and of any such constituent body for the time being in force.

## **8. Club Membership**

- 8.1 The members of the Club from time to time shall be those persons listed in the Club's register of members which shall be maintained by the Secretary.
- 8.2 The Committee may make bye laws under clause 32 below establishing classes of membership with different rights and obligations and shall record such rights and obligations in the Club's register of members.

## **9. Admission to Membership**

- 9.1 Any person who wishes to be a member of the Club must apply in such form as is determined by the Committee from time to time and deliver it to the Chair or the Secretary.
- 9.2 Membership of the Club is open to all without discrimination and may only be refused where admission to membership would be contrary to the best interests of sport or the good conduct and interests of the Club. No person shall be denied membership of the Club on the grounds of race, ethnic origin, colour, age, disability, sex, occupation, sexual orientation, religion, political or other beliefs. A person may appeal against any denial of membership in accordance with clause 33 below.
- 9.3 The Committee or the members may from time to time fix the levels of admission fees and annual subscriptions to be paid by different categories of members provided that the Committee or the members (as the case may be) shall use its best endeavours to ensure that any such fees or subscriptions do not preclude open membership of the Club.
- 9.4 Membership is not transferable to anyone else.

## **10. Conditions of Membership**

- 10.1 These Rules, including any bye laws made under clause 32 below, shall form a binding agreement between each member of the Club and members shall comply with these Rules and bye laws.
- 10.2 The members shall pay any admission fees and annual subscription set by the Committee under clause 9.3 above.
- 10.3 Subject to these Rules and the general law, the members of the Club shall so exercise their rights, powers and duties and shall where appropriate use their best endeavours to ensure that others conduct themselves so that the business and affairs of the Club are carried out in

furtherance of the Objects and in accordance with the rules and regulations of England Athletics for the time being in force.

## 11. **Cessation of Membership**

11.1 Membership of the Club shall terminate if:

11.1.1 the member dies;

11.1.2 the member, being an individual, is convicted of a criminal offence which involves dishonesty;

11.1.3 the member resigns by notice in writing to the Club by giving at least seven days' notice in writing to the Club provided that upon such resignation the number of members is not less than one.

11.1.4 the member is in arrears to the Club and his or her subscriptions or any other payments are at least three months overdue;

11.1.5 the member is removed from membership by a resolution of the Committee on the grounds that it is in the best interests of the Club that his or her membership is terminated. A resolution to remove a member from membership may only be passed if:

11.1.5.1 the member has been given at least twenty one days' notice in Writing of the Committee meeting at which the resolution will be proposed and the reasons why it is to be proposed;

11.1.5.2 the member or, at the option of the member, the member's representative (who need not be a member of the Club) has been allowed to make representations to the meeting;

11.1.5.3 the Committee decides to remove him or her from membership of the Club or the member fails to attend the meeting without sufficient reason.

The Committee may exclude the member from the Club's premises until the meeting has considered this matter (save that he or she shall be entitled to attend the meeting in question for the purpose of making representations to the meeting). A person may appeal against a decision to remove him or her from membership in accordance with clause 33 below.

11.2 Any person ceasing to be a member forfeits all rights in relation to and claims upon the Club, its property and its funds and has no right to the return of any part of his subscription fee. Without prejudice to the foregoing, the Committee may refund an appropriate part of a resigning member's subscription fee if it considers it appropriate in all the circumstances.

11.3 In the event of a member's resignation or expulsion, his or her name shall be removed from the Club's register of members.

## 12. **Guests**

12.1 Members shall be entitled to bring one or more guests to any activity of the Club with the express consent of the Chair or the Secretary.

12.2 The member in question shall be responsible for the acts and omissions of his or her guests and shall be liable to the Club for any loss or damage of any kind whatsoever suffered or incurred by the Club as a direct or indirect result of the acts or omissions of any of his or her guests.



12.3 Guests shall be legally bound by these Rules as if they were a member save that guests shall have none of the rights of membership.

12.4 A guest may be required to pay a visitors fee at such amount and sign a guest register in such form as shall from time to time be determined by the Committee.

### 13. **General Meetings**

13.1 The Committee shall call an Annual General Meeting (**AGM**) each year and no more than fifteen months shall pass between one AGM and the next following one. The business of an AGM shall include:

13.1.1 the receipt of a report of the activities of the Club over the previous year;

13.1.2 the receipt of a report of the Club's finances over the previous year;

13.1.3 the election and retirement of Officers; and

13.1.4 any other business.

13.2 All General Meetings other than the AGM shall be called Extraordinary General Meetings (**EGMs**).

13.3 An EGM may be called at any time by the Committee at any time and shall be called within fourteen days of the receipt by the Secretary of a requisition in Writing, signed by not less than five members stating the purposes for which the EGM is required and the resolutions proposed. Business at an EGM may be any business that may be transacted at an AGM.

### 14. **Notice of General Meetings**

14.1 An AGM or EGM shall be called on at least twenty one clear days before the meeting save that 90% of all the members may agree to shorter notice.

14.2 The notice shall specify the date, time and place of the meeting and the general nature of the business to be transacted and, in the case of an AGM, shall specify the meeting as such.

14.3 The Secretary shall send to each member at their last known address written notice of the date of a General Meeting (whether an AGM or an EGM) together with the resolutions to be proposed.

14.4 The accidental omission to give notice of a General Meeting to or the non-receipt of notice of a General Meeting by any person entitled to receive notice shall not invalidate the proceedings at that meeting

### 15. **Proceedings at General Meetings**

15.1 No business shall be transacted at any General Meeting unless a quorum is present. The quorum for an AGM or EGM shall be the greater of two members or 25% of the total number of members.

15.2 If a quorum is not present within half an hour from the time appointed for the meeting or if during a meeting a quorum ceases to be present the meeting shall stand adjourned to the same day in the next week at the same time and place as the Committee may determine.

15.3 If the number of members present at the adjourned meeting is insufficient to constitute a quorum in accordance with clause 15.1 above, the members present shall constitute a quorum.

15.4 The Chair, or in his or her absence any other Officer, shall preside as the chair of the meeting. Each member present shall have one vote but in the event of an equality of votes the chair of the meeting shall have a casting vote.

15.5 The Secretary, or in his or her absence any other Officer, shall enter the minutes into the Club's minute book.

15.6 The Committee may make whatever arrangements they consider appropriate to enable members attending a General Meeting to exercise their rights to speak or vote whether attending directly or by telephone communication or by video conference, an internet video facility or similar electronic method allowing visual and/or audio participation.

## 16. **Voting Procedure**

16.1 Except where these Rules specify that the members must make a decision by Special Resolution, the members shall make decisions by Ordinary Resolution. Alternatively the members may make any decision in Writing by unanimity.

16.2 A resolution is passed as an Ordinary Resolution:

16.2.1 at a General Meeting if it is duly approved by a simple majority of the members present and voting in accordance with these Rules; or

16.2.2 by written resolution if it is duly approved by a simple majority of all the members in accordance with these Rules.

16.3 A resolution is passed as a Special Resolution:

16.3.1 at a General Meeting if it is duly approved by at least 75% of the members present and voting in accordance with these Rules; or

16.3.2 by written resolution if it is duly approved by a at least 75% of all the members in accordance with these Rules.

## 17. **Written Resolutions**

17.1 Unless otherwise provided in these Rules, a written resolution approved by the relevant percentage of all the members of the Club shall be as effective as if passed at a duly convened General Meeting.

17.2 A copy of a proposed written resolution must be sent to every member together with a statement informing the member how to signify his or her agreement and the date by which the resolution must be passed if it is not to lapse.

17.3 The required percentage of members must signify their agreement to the written resolution within the period of twenty eight days beginning with the circulation date. Otherwise the written resolution will lapse and subsequent agreement will be ineffective.

17.4 A written resolution may consist of several documents in the same form each signed or authenticated by one or more members.

## 18. **Powers of the Committee**

18.1 Subject to any direction given by Special Resolution of the members, the Committee shall be responsible for the management of all the affairs of the Club and may exercise all the powers of the Club.

- 18.2 No alteration of these Rules and no such direction by the members shall invalidate any prior act of the Committee which would have been valid if that alteration had not been made or that direction had not been given.
- 18.3 The Committee shall have the power to decide all questions and disputes arising in respect of any issue concerning the Rules.
- 18.4 The Committee may delegate to any person, company or sub-committee any of its powers or functions, the implementation of any of its decisions or the day-to-day management of the affairs of the Club by such means, to such an extent, in relation to such matters or areas and on such terms as they may determine in accordance with these Rules.
- 18.5 Subject to these Rules and the general law, the Committee shall so exercise its rights, powers and duties and shall where appropriate use its best endeavours to ensure that others conduct themselves so that the business and affairs of the Club are carried out in furtherance of the Objects and in accordance with the rules and regulations of England Athletics for the time being in force.

## 19. **The Committee**

- 19.1 There shall be at least three Officers of the Club but, unless otherwise determined in General Meeting, there shall be no maximum. The Committee shall consist of the following Officers:

19.1.1 Chair;

19.1.2 [Vice Chair;]

19.1.3 Secretary;

19.1.4 Treasurer;

19.1.5 [Fixtures Secretary;]

19.1.6 [Volunteer Coordinator;] [and]

19.1.7 any other Officers elected by at a General Meeting.

- 19.2 Officers shall be elected by the members at an AGM. Nominations for election of members as Officers shall be made:

19.2.1 by the Committee; or

19.2.2 in Writing by the proposer and seconder, both of whom must be existing members of the Club, to the Secretary not less than fourteen days before the meeting.

- 19.3 Each Officer shall hold office from the date of election until the conclusion of the next AGM. A retiring Officer may be re-elected at the AGM.

- 19.4 Any vacancy on the Committee which arises between one AGM and the next may be filled by a member proposed by one Officer, seconded by another Officer and approved by the Committee.

- 19.5 An Officer may not appoint an alternate or substitute to act on his or her behalf at any Committee meeting.

## 20. **Calling a Committee Meeting**

- 20.1 The Committee shall hold not less than [three] meetings each year.

20.2 A meeting of the Committee shall be called on not less than [seven] days' notice to all Officers unless the Chair determines that urgent circumstances necessitate shorter notice.

20.3 Notice of a Committee meeting shall be given to each Officer save that it shall not be necessary to give notice of a meeting to an Officer who is absent from the United Kingdom.

## 21. **Proceedings of a Committee Meeting**

21.1 Subject to the provisions of these Rules, the Committee may regulate its proceedings as it thinks fit.

21.2 Meetings of the Committee shall be chaired by the or in their absence the Treasurer. The chair of the meeting shall (subject to clause 22 below) have a casting vote in the event of a tie.

21.3 The quorum for the transaction of business of the Committee shall be the greater of three Officers or two-thirds of all of the Officers (rounded up).

21.4 Decisions of the Committee shall be made by a simple majority of those Officers attending the Committee meeting.

21.5 Decisions of the Committee of meetings shall be entered into the Club's minute book.

21.6 A resolution in Writing signed by all the Officers (or members of a sub-committee) entitled to vote on the matter shall be as valid and effective as if it had been passed at a meeting of Officers or (as the case may be) a sub-committee duly convened and held. Such a resolution may consist of several documents in the same form each signed by one or more of the Officers (or members of the sub-committee).

## 22. **Conflicts of Interest**

22.1 Unless clause 22.2 below applies, an Officer must declare the nature and the extent of:

22.1.1 any direct or indirect interest which he or she (or a Connected Person) has in a proposed or existing transaction or arrangement with the Club or any Subsidiary Company; and

22.1.2 any duty owed to a third party or any direct or indirect interest which he or she (or a Connected Person) has which conflicts or possibly may conflict with his or her duties to the Club or the interests of the Club.

22.2 There is no need to declare any interest or duty:

22.2.1 of which the other Officers are, or ought reasonably to be, already aware; or

22.2.2 of which the Officer is not aware (but for this purpose an Officer is treated as being aware of matters of which he or she ought reasonably to be aware).

22.3 If the interest or duty of the Officer (or the Connected Person) cannot reasonably be regarded as likely to give rise to a conflict of interests or duties with, or in respect of, the Club, the Officer is entitled to participate in any decision-making process, to be counted in the quorum and to vote under the normal procedures (but he or she may absent himself or herself from any such participation). Any uncertainty about whether an Officer's interest or duty is reasonably likely to give rise to a conflict of interests or duties with, or in respect of, the Club shall be determined by the other Officers acting reasonably and in good faith.

22.4 Unless clause 22.5 below applies, whenever an Officer (or a Connected Person) has an interest or duty which conflicts (or may reasonably be regarded as likely to give rise to a conflict of interests or duties) with, or in respect of, the Club, the relevant Officer must:

- 22.4.1 withdraw from that part of the meeting unless expressly invited to remain but only for the purposes of providing information to the meeting;
  - 22.4.2 not be counted in the quorum for that part of the meeting; and
  - 22.4.3 withdraw during the vote and have no vote on the matter.
- 22.5 [The provisions of clauses 22.4.1 to 22.4.3 above shall not apply in relation to any discussion or decision in relation to the following payments or other benefits:
- 22.5.1 any benefit received by an Officer or a Connected Person in his or her capacity as a beneficiary of the Club under clause 6.4.1 above which is generally available to the beneficiaries of the Club;
  - 22.5.2 reimbursement of an Officer's expenses permitted under clause 6.4.2 above;
  - 22.5.3 payment to an Officer or other Officer of an indemnity permitted under clause 6.4.4 above; or
  - 22.5.4 the purchase of any premium in respect of trustee indemnity insurance permitted under clause 6.4.5 above;
- unless in the circumstances the other Officers decide to the contrary.]

### 23. **Disqualification from Office**

- 23.1 A person shall cease to hold office as an Officer if:
- 23.1.1 [he or she is disqualified from acting as charity trustee or a trustee for a charity by virtue of Section 178 of the Charities Act 2011;]<sup>17</sup>
  - 23.1.2 [he or she is deemed by HM Revenue & Customs not to be a fit and proper person to be a manager of a charity;]<sup>18</sup>
  - 23.1.3 he or she is disqualified from holding office as a company director;
  - 23.1.4 he or she is subject to a decision of England Athletics that such person be suspended or disqualified from holding office or from taking part in any activity relating to the administration or management of a club;
  - 23.1.5 the Committee reasonably believes that he or she has become incapable by reason of illness or injury of managing and administering his or her own affairs and it decides to remove him or her from office;
  - 23.1.6 he or she resigns from his or her office by notice to the Club (but only if at least the minimum number specified in clause 19 above will remain in office when the notice of resignation is to take effect);
  - 23.1.7 he or she is absent without the permission of the Committee from all its meetings held within a period of six months without good reason and the Committee decide that his or her office be vacated;
  - 23.1.8 a bankruptcy order or an order is made against him or her in individual insolvency proceedings in a jurisdiction other than England and Wales which has an effect similar to that of bankruptcy;

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<sup>17</sup> If the club is not a charity, this provision should be removed.

<sup>18</sup> If the club is not a charity, this provision should be removed.

23.1.9 he or she makes a composition with his or her creditors generally in satisfaction of his or her debts;

23.1.10 he or she is removed from office by the Committee on the grounds that he is in material or persistent breach of the Club's code of conduct as amended from time to time. A decision to remove an Officer from office under this clause 23.1.9 may only be passed if:

23.1.10.1 the Officer has been given at least twenty one clear days' notice in Writing of the Committee meeting at which the decision will be made and the reasons why it is to be proposed; and

23.1.10.2 the Officer or, at the option of the Officer, the Officer's representative (who need not be an Officer) has been allowed to make representations to the meeting; or

23.1.11 he or she ceases to be a member of the Club for any reason whatsoever.

23.2 The provisions of clause 23.1 above shall also apply to sub-committees and any member of a sub-committee who is not an Officer.

## 24. Club Teams

24.1 At its first meeting following each AGM the Committee shall appoint one or more members of the Club to be responsible for each of the Club's various teams.

24.2 The appointed members shall be responsible for managing the affairs of the team. The appointed members shall present to the Committee at its last meeting prior to an AGM a written report of the activities of the team.

## 25. Finances and Property

25.1 A bank account shall be opened and maintained in the name of the Club (**Club Account**). Designated account signatories shall be the Chair, the Secretary and the Treasurer. No sum shall be expended from the Club Account except by cheque signed by two of the designated signatories or by electronic transfer approved by at least one of the designated signatories subject to a maximum amount fixed by the Committee. All monies payable to the Club shall be received by the Treasurer and deposited in the Club Account as soon as is reasonably practicable.

25.2 The Committee shall ensure that title to:

25.2.1 all land held by or in trust for the Club [which is not vested in the Official Custodian of Charities];<sup>19</sup>

25.2.2 all investments held by or in trust for the Club; and

25.2.3 any other assets of the Club (other than the cash held in the Club Account);

(together **Club Property**)

is vested in (i) the names of the Officers for the time being [(or in the name of the Committee if incorporated under the Charities Act 2011 pursuant to Rule 35.1)];<sup>20</sup> (ii) a trust corporation or (iii) at least two but not more than four persons appointed by the Committee as holding trustees (**Holding Trustees**).

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<sup>19</sup> If the club is not a charity, this provision should be removed.

<sup>20</sup> If the club is not a charity, this provision should be removed.

- 25.3 The Holding Trustees shall hold any Club Property in accordance with these Rules and shall act under the lawful directions of the Committee. Provided that the Holding Trustees so act, they shall not be liable for the acts or omissions of the Committee and shall be indemnified out of the assets of the Club against any expenses and other liabilities incurred by them in the proper discharge of their duties to the fullest extent permitted by law.
- 25.4 The Holding Trustees shall appoint additional or replacement Holding Trustees by a conveyance or deed as directed by the Committee. A Holding Trustee may, or at the direction of the Main Committee shall, retire at any time provided that there will be remain at least two Holding Trustees when the resignation is to take effect. On a Holding Trustee's retirement he or she shall promptly execute a conveyance or deed to the remaining or new Holding Trustees as directed by the Committee.
- 25.5 A Holding Trustee's appointment shall cease upon death. On the death of a Holding Trustee, any Club Property vested in him or her shall vest automatically in the surviving Holding Trustees. If there is only one surviving Holding Trustee, he or she shall promptly appoint one or more new Holding Trustees as directed by the Committee.
- 25.6 The Club's financial year shall end on [31 March] each year or such other date as the Committee may determine from time to time provided that no financial year shall be shortened to less than nine months or extended to more than fifteen months.

26. **Irregularities**

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

27. **Minutes**

The Committee shall cause minutes to be made in books kept for the purpose:

- 27.1 of all appointments of Officers made by the members or the Committee;
- 27.2 of all resolutions of the members and of the Committee (including decisions of the Committee made outside a meeting); and
- 27.3 of all proceedings and reports of meetings of the Club and of the Committee, and of sub-committees, including the names of those present at each such meeting.

28. **Records and Accounts**

- 28.1 The Committee shall comply with all legal requirements [of the Charities Act 2011]<sup>21</sup> as to maintaining a register of members, keeping financial records, the audit [or independent examination]<sup>22</sup> of accounts and the preparation [and transmission to the Commission]<sup>23</sup> of:

28.1.1 annual reports;

28.1.2 annual returns; and

28.1.3 annual statements of account.

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<sup>21</sup> If the club is not a charity, this provision should be removed.

<sup>22</sup> If the club is not a charity, this provision should be removed.

<sup>23</sup> If the club is not a charity, this provision should be removed.

28.2 No member shall (in such capacity) have any right of inspecting any accounting records or other books or documents of the Club except as conferred by any rule of law or authorised by the Committee or by resolution of the members.

28.3 [The Officers shall arrange for the Club's annual statements of account to be subject to an audit [or independent examination]<sup>24</sup> each financial year.]

## 29. **Communications by the Club**

29.1 Subject to these Rules, any document or information (including any notice, report or accounts) sent or supplied by the Club under these Rules may be sent or supplied:

29.1.1 in hard copy form;

29.1.2 in electronic form; or

29.1.3 by making it available on a website or internet forum.

29.2 A member present at a meeting of the Club shall be deemed to have received notice of the meeting and the purposes for which it was called. Where any document or information is sent or supplied by the Club:

29.2.1 where it is sent by post it is deemed to have been received two working days after it was posted;

29.2.2 where it is sent or supplied by electronic means, it is deemed to have been received on the same day that it was sent; or

29.2.3 where it is sent or supplied by means of a website or internet forum, it is deemed to have been received when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website or forum.

29.3 An Officer or member may agree that documents or information sent or supplied to that person in a particular way are deemed to have been received within a specified time and for the specified time to be less than forty eight hours.

29.4 Proof that an envelope containing a document or information was properly addressed, prepaid and posted shall be conclusive evidence that such document, notice or information was sent. Proof that a document or information was properly addressed and sent or supplied by electronic means shall be conclusive evidence that such document or information was sent or supplied.

29.5 Copies of the Club's annual accounts and reports need not be sent to a person for whom the Club does not have a current address. Notices of General Meetings need not be sent to a member who does not register an address with the Club or who registers only a postal address outside the United Kingdom, or to a member for whom the Club does not have a current address.

## 30. **Personal Risk**

30.1 Members and guests acknowledge and accept that playing or participating in sport of any kind can be dangerous and may result in injury and damage to property. Members and guests shall take personal responsibility for their own actions and play or participate in the Club's sporting activities at their own risk.

30.2 Subject to clause 30.3 below, the liability of the Club and its Officers to any member is limited to the net assets of the Club.

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<sup>24</sup> If the club is not a charity, this provision should be removed.



30.3 Nothing in these Rules shall limit or exclude liability:

30.3.1 for death or personal injury caused by negligence;

30.3.2 for any loss or damage caused by criminal or fraudulent conduct; or

30.3.3 for any other liability which cannot lawfully be limited or excluded;

[and no Officer shall have the benefit of clause 30.2 above in relation to any liability arising directly or indirectly from his or her wilful or reckless breach of trust or duty].<sup>25</sup>

### 31. **Indemnity**

Without prejudice to any other indemnity to which an Officer may otherwise be entitled, every Officer of the Club shall be indemnified out of the assets of the Club against any liability incurred by him or her in the proper discharge of his or her duties to the fullest extent permitted by law.

### 32. **Bye Laws**

32.1 The Committee may from time to time make such bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Club and for the purposes of prescribing classes of and conditions of membership and membership and in particular the Committee may by such bye laws regulate:

32.1.1 the establishment of different categories of membership of the Club;

32.1.2 the admission and classification of members of the Club and the rights and privileges of such members and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members;

32.1.3 the creation of regulations, standing orders and bye laws for the better administration of the Club and to govern the functioning of sub-committees to assist the Committee in the better administration of the Club;

32.1.4 the adoption or alteration of such other regulations or policies as the Committee thinks fit;

32.1.5 the conduct of members of the Club in relation to one another and to the Club's Officers, staff, volunteers or beneficiaries including disciplinary procedures;

32.1.6 the terms on which members and guests may be permitted to take part in the Club's sporting activities;

32.1.7 the setting side of the whole or any part of parts of the Club's premises at any particular time or times or for any particular purpose or purposes;

32.1.8 any licensable or other regulated activities of the Club.

32.1.9 the procedure at General Meetings and meetings of the Committee and sub-committees insofar as such procedures are not regulated by these Rules;

32.1.10 the appointment of proxies, the form and content of proxy notices, the delivery of proxy notices to the Club and the revocation of such appointments;

32.1.11 any procedures to assist the resolution of disputes within the Club;

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<sup>25</sup> This provision is appropriate for a charitable sports club. It is generally not appropriate to exclude a charity trustee's liability arising from his/her own fraud or his/her wilful or reckless conduct.

32.1.12 generally all such matters as are commonly the subject matter of club rules;

provided that nothing in such bye laws shall prejudice the Club's [charitable status or its] affiliation to England Athletics.

32.2 The Club in General Meeting shall have power to alter, add to or repeal the bye laws and the Committee shall adopt such means as they think sufficient to bring to the notice of the members of the Club all such bye laws.

### 33. **Complaints and Disputes**

33.1 All concerns, allegations or reports of malpractice or abuse relating to the welfare of children or vulnerable adults will be recorded and responded to swiftly and appropriately in accordance with the Club's safeguarding policy and procedures. The [Chair] shall be the lead Officer for all members in the event of any safeguarding concerns.

33.2 Any complaints regarding the behaviour of members or Officers shall be presented and submitted in writing to the Secretary. Unless exceptional circumstances apply, the Committee will hear complaints within fourteen days of receiving a complaint. Subject to clause 33.3 below, a decision of the Committee shall be final and conclusive.

33.3 A person whose application for membership has been rejected by the Committee or whose membership has been terminated by a decision of the Committee will have a right of appeal to the members in General Meeting. Unless exceptional circumstances apply, the members shall consider the appeal within twenty eight days of the Club receiving the appeal.

33.4 If a dispute arises between any members or Officers of the Club about the validity or propriety of anything done by any member or Officer under these Rules 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.

### 34. **Alteration of the Rules**

34.1 No alterations or amendments shall be made to or in the provisions of these Rules except by Special Resolution in accordance with these Rules.

34.2 [No additions, alterations or amendments shall be made to or in the provisions of these Articles which would have the effect that the Club would cease to be a charity.]<sup>26</sup>

34.3 The Club shall make no additions or alteration to these Rules without the express prior consent of England Athletics (insofar as such consent is required under the rules and regulations of England Athletics for the time being in force).

34.4 [The Club shall make no additions or alterations to or in the provisions of these Rules without the prior written consent of the Commission in relation to:

34.4.1 clause 3 (*Objects*);

34.4.2 clause 6 (*Use of Income and Assets*);

34.4.3 clause 30 (*Personal Risk*);

34.4.4 clause 31 (*Indemnity*);

34.4.5 this clause 34 (*Alteration of the Rules*); or

34.4.6 clause 36 (*Dissolution*).]<sup>27</sup>

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<sup>26</sup> If the club is not a charity, this provision should be removed.

34.5 [A copy of any resolution amending these Rules and the new rules shall be sent to [England Athletics] [and] [the Commission]<sup>28</sup> within twenty one days of the resolution being passed.]

## 35. **Incorporation**

35.1 [The Committee may apply to the Charity Commission under the Charities Act 2011 for a certificate of incorporation relating to the Committee.]<sup>29</sup>

35.2 The members at a General Meeting may authorise the Committee to transfer the assets and liabilities of the Club to a limited company or charitable incorporated organisation established for [wholly charitable]<sup>30</sup> purposes within, the same as or similar to the Objects and of which the members of the Club will be entitled to be members.

35.3 On a transfer under clause 35.2 the Committee must ensure that all necessary steps are taken as to:

35.3.1 the transfer of land and other property;

35.3.2 the assignment or novation of contracts and grants;

35.3.3 the transfer of employment and transfer of pension rights; and

35.3.4 the trusteeship of any property held as permanent endowment.

## 36. **Dissolution**

36.1 A decision to dissolve the Club may only be passed by Special Resolution at a General Meeting.

36.2 The dissolution shall take effect from the date of the resolution and the Committee shall be responsible the winding up of the assets and liabilities of the Club.

36.3 Any surplus assets remaining after the discharge of the debts and liabilities of the Club shall be applied or transferred in any of the following ways in accordance with the resolution:

36.3.1 directly for the Objects of the Club;

36.3.2 to any [charitable]<sup>31</sup> institution or institutions for purposes falling within the Objects of the Club; or

36.3.3 to any [charitable]<sup>32</sup> institution or institutions for purposes similar to the Objects of the Club.

36.4 In no circumstances shall the surplus assets of the Club be paid to or distributed among any members of the Club under this clause 36 [(except to a member which is itself a charitable institution chosen to benefit under this clause 36)].

36.5 If no resolution is passed in accordance with clause 36.3 above, the surplus assets of the Club shall be applied for such [charitable]<sup>33</sup> purpose or purposes as directed by [England Athletics] [or] [the Commission].<sup>34</sup>

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<sup>27</sup> If the club is not a charity, this provision should be removed.

<sup>28</sup> If the club is not a charity, this provision should be removed.

<sup>29</sup> If the club is not a charity, this provision should be removed.

<sup>30</sup> If the club is not a charity, this provision should be removed.

<sup>31</sup> If the club is not a charity, this provision must be retained.

<sup>32</sup> If the club is a charity, this provision must be retained.

<sup>33</sup> If the club is a charity, this provision must be retained.

<sup>34</sup> If the club is a charity, this provision should be retained.

37. **Declaration**

The Club duly adopted these Rules as its governing document on .....

Signed Gary Johnson.....

**Chair**

**[Gary Johnson]**

Signed Kate Siviter.....

**Secretary**

**[Kate Siviter]**