

Highgate Harriers constitution dated 2 June 2021 (this “Constitution”)

1. NAME AND AFFILIATION

- 1.1 The Club shall be called Highgate Harriers (the “**Club**”) and is a Charitable Incorporated Organisation.
- 1.2 The Club shall be affiliated to the South of England Athletic Association, Middlesex Country Athletics Association, and England Athletics (each a “**Governing Body**” and together the “**Governing Bodies**”, which references shall include any successor entities).

2. CLUB HEADQUARTERS

The Club shall have its principal office at Parliament Hill Athletics Track, Parliament Hill, Highgate Road, London, NW5 1QR, England.

3. OBJECTS

The objects of the Club is the promotion of community participation in healthy recreation in particular by the provision of facilities for athletics.

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:

- (a) 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;
- (b) buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- (c) 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;
- (d) employ and remunerate such staff 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 and provided it complies with the conditions of those clauses; and
- (e) deposit or invest funds, employ a professional fund-manager, and 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. APPLICATION OF INCOME AND PROPERTY

5.1 The income and property of the Club must be applied solely towards the promotion of the Club's objects as set forth in this Constitution, which shall include that:

- (a) 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; and
- (b) a Trustee may benefit from trustee indemnity insurance cover purchased at the Club's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.

5.2 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 Members. This does not prevent a Member who is not acting as a Trustee from receiving:

- (a) a benefit from the Club as a beneficiary of the Club; or
- (b) reasonable and proper remuneration for any goods or services (including coaching) supplied to the Club.

5.3 Nothing in this clause 5 shall prevent a Trustee or connected person receiving any benefit or payment which is authorised by this clause 5.

6. BENEFITS AND PAYMENTS TO TRUSTEES AND CONNECTED PERSONS

6.1 No Trustee or connected person may:

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

unless the payment or benefit is permitted by clause 6.2, or authorised by the court or the prior written consent of the Commission has been obtained. In this clause 6, a “**financial benefit**” means a benefit, direct or indirect, which is either money or has a monetary value.

6.2 The following shall be permitted:

- (a) 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;

- (b) 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;
- (c) subject to clause 6.3, 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;
- (d) 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 meeting at which such a proposal or the rent or other terms of the lease are under discussion; and
- (e) 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.

6.3 The Club and its Trustees may only rely upon the authority provided by clause 6.2(c) if each of the following conditions is satisfied:

- (a) the amount or maximum amount of the payment for the goods is set out in a written agreement (which may be by email) between the Club and the Trustee or connected person supplying the goods (the “**supplier**”);
- (b) the amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question;
- (c) the other Trustees 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;
- (d) 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;
- (e) 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;
- (f) the reason for their decision is recorded by the Trustees in the minute book; and
- (g) a majority of the Trustees then in office are not in receipt of remuneration or payments authorised by this clause 6.

6.4 In clauses 6.2 and 6.3:

- (a) the “Club” includes any company in which the Club:
 - (i) holds more than 50% of the shares;
 - (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; and
- (b) “connected person” includes any person within the definition set out in clause 30.

7. CONFLICTS OF INTEREST AND CONFLICTS OF LOYALTY

7.1 A Trustee must:

- (a) 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
- (b) absent himself or herself from any discussions of the Trustees 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).

7.2 Any Trustee absenting himself or herself from any discussions in accordance with this clause 7 must not vote or be counted as part of the quorum in any decision of the Trustees on the matter.

8. LIABILITY OF MEMBERS

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

9.1 Membership of the Club shall be open to any person who is interested in furthering its purposes, completing a membership application (which indicates his or her agreement to become a Member and acceptance of the duty of Members set out in clause 9.4) and paying the relevant Subscription Fees (determined as set out in clause 9.8 below), unless such Subscription Fees are waived (in whole or in part) in accordance with clause 9.8 below. Membership of the Club shall be open to all persons irrespective of ethnicity, nationality, sexual orientation, religion or beliefs, age, sex or disability except as a necessary consequence of the requirements of athletics as advised by the Governing Body.

9.2 The Trustees:

- (a) may require applications for membership to be made in any reasonable way that they decide;
- (b) may refuse an application for membership if they determine that it is in the best interests of the Club for them to do (including in circumstances with respect to applications for membership from applicants who are not in compliance with the rules of a Governing Body);
- (c) 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
- (d) 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.

9.3 Membership of the Club cannot be transferred to anyone else

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

9.5 Membership of the Club shall be continuous and shall be terminated if:

- (a) the Member dies;
- (b) the Member notifies the Secretary (including through the on-line membership system);
- (c) the Trustees determine that such membership shall be terminated as a consequence of:
 - (i) failure to pay the Subscription Fees (unless such Subscription Fees have been waived in accordance with clause 9.8 below);
 - (ii) failure to comply with the rules of the Governing Body or this Constitution; or
 - (iii) such termination is in the best interests of the Club, including conduct or character likely to bring the Club or sport into disrepute, and the Trustees pass a resolution to such effect.

9.6 Before the Trustees take any decision to remove someone from membership of the Club under clause 9.5(c), they must:

- (a) inform the Member of the reasons why it is proposed to remove him or her from membership of the Club;

- (b) give the Member at least 21 clear days' notice in which to make representations to the Trustees as to why he or she should not be removed from membership of the Club;
- (c) at a duly constituted meeting of the Trustees, consider whether or not the Member should be removed from membership of the Club;
- (d) consider at that meeting any representations which the Member makes as to why the member should not be removed; and
- (e) allow the Member, or the Member's representative, to make those representations in person at that meeting, if the member so chooses.

9.7 Any Member who has rendered the Club outstanding service (including in the furtherance of the Club's objects) may be awarded "life membership" on the recommendation of the Trustees but subject to the approval of an AGM. Any Members so designated remain subject to termination under clauses 9.5(c)(ii) and 9.5(c)(iii) only.

9.8 The Club may require Members to pay reasonable subscription fees to the Club (the "**Subscription Fees**"), subject to the following:

- (a) Subscription Fees for each year shall be provisionally set by the Trustees prior to 31 March for the following club year;
- (b) the Trustees may provisionally set differential rates for Members of different ages, such age determined as the age of the Member at the start of the club year;
- (c) Subscription Fees shall be paid yearly in advance by all Members except for Life Members and any other Members with respect to which the Trustees have determined to waive such Subscription Fees (in whole or in part) for such club year; and
- (d) 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 Trustees 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.

10. **MEMBERS' DECISIONS**

10.1 Except for those decisions that must be taken in a particular way as indicated in clause 10.4, decisions of the Members of the Club may be taken either by vote at a General Meeting as provided in clause 10.4 or by written resolution as provided in clause 10.3.

10.2 Subject to clause 10.4, 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

10.3 Subject to clause 10.4, 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:

- (a) a copy of the proposed resolution has been sent (including by email or otherwise electronically) to all the Members eligible to vote;
- (b) a simple majority of Members has signified its agreement to the resolution in a document or documents which are received at the principal office (or, where applicable, received electronically by the Club) within the period of 28 days beginning with the circulation date. The document signifying a Member's agreement must be authenticated by their signature, by a statement of their identity accompanying the document, or in such other manner as the Club has specified (which may be electronic);
- (c) the resolution in writing may comprise several copies (including copies which are electronic) to which one or more Members has signified their agreement;
- (d) 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 clause 10.3(a); and
- (e) not less than 30 Members of the Club may request the Trustees to make a proposal for decision by the Members, and 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,

and the foregoing provisions of this clause 10.3 shall apply to a proposal made at the request of Members.

10.4 Any decision to:

- (a) remove a Trustee or an Office Holder must be taken in accordance with clause 15.2;
- (b) amend this constitution must be taken in accordance with clause 28;
- (c) wind up or dissolve the Club must be taken in accordance with clause 29; or

- (d) amalgamate or transfer the undertaking of the Club to one or more other charitable incorporated organisations must be taken in accordance with the provisions of the Charities Act 2011.

11. GENERAL MEETINGS OF MEMBERS

11.1 There must be an annual general meeting (the “**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, provided that the AGM shall be held not earlier than 30 April and not later than 30 September each year. Other general meetings (“**Special GMs**” and together with AGMs, “**General Meetings**”, and each a “**General Meeting**”) of the Members of the Club may be held at any time.

11.2 The business of the AGM shall include:

- (a) confirmation the minutes of the previous AGM and any Special GMs held since the last AGM;
- (b) receipt of the annual accounts for the year from the Treasurer;
- (c) receipt of the annual report of the Trustees;
- (d) appointment of:
 - (i) (if necessary) a president (the “**President**”);
 - (ii) a vice president (the “**Vice President**”);
 - (iii) a secretary (the “**Secretary**”); and
 - (iv) a treasurer (the “**Treasurer**”),and each of the foregoing also as a Trustee;
- (e) appointment of any additional Trustees;
- (f) appointment of Club officers (“**Club Officers**”) to defined roles as required by the Club, including team managers, a newsletter editor, meeting organizers and any other post as determined by the Trustees;
- (g) setting the Subscription Fees or confirming the Subscription Fees provisionally set by the Trustees;
- (h) transacting such other business of which notice has been given as above; and
- (i) appointment of a suitably qualified person to conduct an independent examination of the Club’s annual accounts and report thereon to the AGM and the Trustees.

- 11.3 All General Meetings must be held in accordance with the provisions of this clause 11.
- 11.4 The Trustees:
- (a) must call the AGM of the Members of the Club in accordance with clause 11.1, and identify it as such in the notice of the meeting; and
 - (b) may call any Special GM of the Members at any time.
- 11.5 The Trustees must, within 21 days, call a Special GM of the Members of the Club if:
- (a) they receive a request to do so from at least 30 Members of the Club; and
 - (b) 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.
- 11.6 Any such request by the Members of the Club may include particulars of a resolution that may properly be proposed, and is intended to be proposed, at the meeting.
- 11.7 A resolution may only properly be proposed if it is lawful, and is not defamatory, frivolous or vexatious.
- 11.8 Any Special GM called by the Trustees at the request of the Members of the Club must be held within 28 days from the date on which it is called.
- 11.9 If the Trustees fail to comply with the obligation to call a Special GM at the request of its Members, then the Members who requested the meeting may themselves call such a Special GM. A Special GM called in this way must be held not more than 3 months after the date when the Members first requested the meeting.
- 11.10 The Club must reimburse any reasonable expenses incurred by the Members calling a Special GM by reason of the failure of the Trustees to duly call the meeting, but the Club shall be entitled to be indemnified by the Trustees who were responsible for such failure.
- 11.11 The Trustees, or, as the case may be, the relevant Members of the Club, must give at least 14 clear days written notice of any General Meeting to all of the Members.
- 11.12 The notice of any General Meeting must:
- (a) state the time and date of the meeting;
 - (b) give the address at which the meeting is to take place;
 - (c) 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
 - (d) if a proposal to alter the constitution of the Club is to be considered at the meeting, include the text of the proposed alteration,

provided that any Member may advise the Secretary in writing (which may be by email) or in person at the General Meeting of any business they wish to be dealt with at such General Meeting and such business shall not be required to be set out in the notice of such General Meeting.

- 11.13 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.
- 11.14 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.
- 11.15 The person nominated as chair by the Trustees under clause 19.3, 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.
- 11.16 No business may be transacted at any General Meeting of the Members of the Club unless a quorum is present when the meeting starts.
- 11.17 The quorum for a General Meeting shall be 20 Members, subject to the following provisions:
 - (a) 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;
 - (b) 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 Members at least seven clear days before the date on which it will resume;
 - (c) 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; and
 - (d) 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.
- 11.18 Any decision other than one falling within clause 10.4 shall be taken by a simple majority of votes cast at the meeting. Every Member has one vote.

- 11.19 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 at the meeting.
- 11.20 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.
- 11.21 A poll may be taken:
- (a) at the meeting at which it was demanded; or
 - (b) at some other time and place specified by the chair; or
 - (c) through the use of postal or electronic communications.
- 11.22 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.
- 11.23 The 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 AND INITIAL OFFICE HOLDERS**

- 12.1 The 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:
- (a) 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;
 - (b) 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; and

- (c) to manage the Club's child protection and sports equity arrangements which such duty shall be discharged (unless otherwise determined by the Trustees) by adopting the relevant policy guidance from the relevant Governing Body.

12.2 Eligibility to be a Trustee shall be subject to:

- (a) such person being a natural person over the age of 18 years old;
- (b) such person being a Member;
- (c) such person would not automatically cease to hold office under the provisions outlined in clause 15.1(f); and
- (d) such person having expressly acknowledged, in whatever way the Trustees decide, his or her acceptance of the office of Trustee.

12.3 There shall be no more than 7 Trustees and each of the President, the Vice President, the Secretary and the Treasurer for the time being, shall, subject to the terms of this Constitution, be a Trustee.

12.4 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.

13. **APPOINTMENT OF TRUSTEES AND OFFICE HOLDERS**

13.1 In respect of the Trustees:

- (a) by the decision of the Members at the first AGM of the Members of the Club, the Members may appoint up to 7 Trustees, subject to clause 12.3;
- (b) at the second AGM of the Members of the Club all the Trustees shall, subject to clause 13.2, retire from office;
- (c) at every subsequent AGM of the Members of the Club, all Trustees shall, subject to clause 13.2, retire from office;
- (d) by the decision of the Members at the AGM, the Members may appoint up to 7 Trustees, subject to clause 12.3;
- (e) if 3 Trustees are not appointed at any AGM, any vacancies may be filled as provided in clause 13.1(g);
- (f) any Member or the Trustees may nominate candidates for the role of Trustee by notifying the Secretary in writing or in person at the AGM; and
- (g) if 3 Trustees are not appointed at the AGM, the Members shall be deemed to have delegated the ability to appoint a new Trustee to the Trustees, whether in place of a Trustee who has retired or been removed in accordance with clause

15, or as an additional Trustee, provided that the limits specified in clause 12.3 on the number of Trustees (and Trustees generally) would not as a result be exceeded and provided further that a person so appointed shall retire in accordance with the provisions of clause 13.1(c).

13.2 In respect of the Office Holders:

- (a) at every AGM of the Members of the Club, all Office Holders shall retire from office, provided that the President shall only retire from office at the third AGM following his or her appointment;
- (b) subject to paragraph (b), the Office Holders shall be appointed by the decision of the Members at the AGM;
- (c) any vacancies of Office Holders may be filled as provided in clause 13.2(d);
- (d) any Member or the Trustees may nominate candidates for the role of Office Holder by notifying the Secretary in writing or in person at the AGM; and
- (e) if Office Holders are not appointed at the AGM, the Members shall be deemed to have delegated the ability to appoint a new Office Holder to the Trustees, whether in place of an Office Holder who has retired or been removed in accordance with clause 15, provided further that a person so appointed shall retire in accordance with the provisions of clause 13.2(a).

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 AND OFFICE HOLDERS**

15.1 A Trustee or an Office Holder ceases to hold such office if he or she:

- (a) retires by notifying the Club in writing (which may be by email) (but only if enough Trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings);
- (b) is absent without the permission of the Trustees from all their meetings held within a period of six months and the Trustees resolve that his or her office be vacated;
- (c) dies;

- (d) in the written opinion, given to the Club, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as such and may remain so for more than three months;
- (e) is removed by the Members of the Club in accordance with clause 15.2; or
- (f) is disqualified from acting as a Trustee by virtue of section 178-180 of the Charities Act 2011,

provided that if an Office Holder ceases to hold such office, he or she shall automatically cease to be a Trustee.

15.2 A Trustee or an Office Holder shall be removed from such office if a resolution to remove that Trustee or Office Holder 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.

15.3 A resolution to remove a Trustee or an Office Holder in accordance with clause 15.2 shall not take effect unless the individual concerned has been given at least 14 clear days' notice in writing (which may be by email) 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 AND OFFICE HOLDERS**

Any person who retires as a Trustee or an Office Holder, or by giving notice to the Club, is eligible for reappointment.

17. **TAKING OF DECISIONS BY TRUSTEES**

Any decision may be taken either:

- (a) at a meeting of the Trustees; or
- (b) by resolution in writing (which may be by email) 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:
 - (i) a copy of the proposed resolution has been sent, at or as near as reasonably practicable to the same time, to all of the Trustees; and
 - (ii) the majority of all of the Trustees 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, by email, or in such other manner as the Trustees have previously resolved.

18. DELEGATION BY TRUSTEES

- 18.1 The Trustees may delegate any of their powers or functions to a committee or committees, 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.
- 18.2 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:
- (a) a committee may consist of two or more persons, but at least one member of each committee must be a Trustee;
 - (b) the acts and proceedings of any committee must be brought to the attention of the Trustees as a whole as soon as is reasonably practicable; and
 - (c) the Trustees shall from time to time review the arrangements which they have made for the delegation of their powers.

19. MEETINGS AND PROCEEDINGS OF THE TRUSTEES

- 19.1 Any Trustee may call a meeting of the Trustees.
- 19.2 Subject to clause 19.1, the Trustees shall decide how their meetings are to be called, and what notice is required.
- 19.3 The Trustees may appoint one of their number to chair their meetings and may at any time revoke such appointment. If no-one has been so appointed, or if the person appointed is unwilling to preside or is not present within 10 minutes after the time of the meeting, the Trustees present may appoint one of their number to chair that meeting.
- 19.4 No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken. The quorum is three Trustees, or such larger number as the Trustees may decide from time to time. 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.
- 19.5 Questions arising at a meeting shall be decided by a majority of those eligible to vote.
- 19.6 A meeting may be held by suitable electronic means agreed by the Trustees in which each participant may communicate with all the other participants.
- 19.7 Any Trustee participating at a meeting by suitable electronic means agreed by the Trustees in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting.

19.8 Meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes.

20. **SAVING PROVISIONS**

20.1 Subject to clause 20.2, all decisions of the Trustees or of a committee of Trustees shall be valid notwithstanding the participation in any vote of a Trustee:

- (a) who was disqualified from holding office;
- (b) who had previously retired or who had been obliged by this Constitution to vacate office;
- (c) 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.

20.2 Clause 20.1 does not permit a Trustee to keep any benefit that may be conferred upon him or her by a resolution of the Trustees or of a committee of Trustees if, but for clause 20.1, the resolution would have been void, or if the Trustee has not complied with clause 7.

21. **EXECUTION OF DOCUMENTS**

21.1 The Club shall execute documents by signature.

21.2 A document is validly executed by signature if it is signed by at least two of the Trustees, provided that the Club may, in accordance with the General Regulations, by instrument executed as a deed, empower a person, either generally or in respect of specified matters, as its attorney to execute deeds or other documents on its behalf.

22. **USE OF ELECTRONIC COMMUNICATIONS**

22.1 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.

22.2 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.

- 22.3 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.
- 22.4 The Trustees may, subject to compliance with any legal requirements, by means of publication on the Club's website:
- (a) provide the Members with the notice referred to in clause 11.11; and
 - (b) submit any proposal to the Members for decision by written resolution in accordance with the Club's powers under clause 10.
- 22.5 The Trustees must:
- (a) take reasonable steps to ensure that Members are promptly notified of the publication of any such notice or proposal; and
 - (b) send any such notice or proposal in hard copy form to any Member who has not consented to receive communications in electronic form,
- in each case, with respect to notices or proposals referred to in clause 22.4

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:

- (a) appointments of officers made by the Trustees;
- (b) proceedings at General Meetings of the Club;
- (c) meetings of the Trustees and committees of Trustees including:
 - (i) the names of the Trustees present at the meeting;
 - (ii) the decisions made at the meetings; and
 - (iii) where appropriate the reasons for the decisions; and
- (d) decisions made by the Trustees otherwise than in meetings.

25. ACCOUNTING RECORDS, ACCOUNTS, ANNUAL REPORTS AND RETURNS, REGISTER MAINTENANCE

- 25.1 The Trustees 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 Commission, regardless of the income of the Club, within 10 months of the financial year end.
- 25.2 The Trustees must comply with their obligation to inform the Commission within 28 days of any change in the particulars of the Club entered on the Central Register of Charities.

26. RULES

The Trustees 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.

28. AMENDMENT OF CONSTITUTION

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

- (a) this Constitution can only be amended:
- (i) by resolution agreed in writing by all Members of the Club; or
 - (ii) by a resolution passed by a 75% majority of votes cast at a General Meeting of the Members of the Club.
- (b) any alteration of clause 3, clause 29, 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 Commission;
- (c) no amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid; and
- (d) a copy of any resolution altering this Constitution, together with a copy of this Constitution as amended, must be sent to the Commission within 15 days from

the date on which the resolution is passed. The amendment does not take effect until it has been recorded in the Register of Charities.

29. VOLUNTARY WINDING UP OR DISSOLUTION

29.1 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:

(a) at a General Meeting of the Members of the Club called in accordance with clause 11, 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

(b) by a resolution agreed in writing by all Members of the Club.

29.2 Subject to the payment of all the Clubs 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; and

(c) in either case the remaining assets must be applied for charitable purposes the same as or similar to those of the Club.

29.3 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:

(a) the Trustees 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; and

- (b) 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.

29.4 If the Company is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

30. **INTERPRETATION**

Words and phrases defined in this Constitution shall have the meanings given to them and in addition:

“**Commission**” means the Charity Commission of England and Wales, or any successor thereto.

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

“**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 paragraph (a) above;
- (c) a person carrying on business in partnership with the Trustee or with any person falling within paragraphs (a) or (b) above;
- (d) an institution which is controlled:
 - (i) by the Trustee or any connected person falling within paragraphs (a), (b), or (c) above; or
 - (ii) by two or more persons falling within paragraph (d)(i), when taken together;
- (e) a body corporate in which:
 - (i) the Trustee or any connected person falling within paragraphs (a) to (c) has a substantial interest; or
 - (ii) two or more persons falling within paragraph (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.

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

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

“poll” means a counted vote or ballot, usually (but not necessarily) in writing (which may be by electronic means).

“Trustee” means a trustee of the Club.

References to the Charities Act 2011, the Communications Provisions, the Dissolution Regulations, the General Regulations or any other legislation or statutory instrument shall or be deemed to include any statutory re-enactment or modification of the same.