

# **Constitution of the Freshford & District Tennis Club as a Charitable Incorporated Organisation (CIO)**

**March 2024**

## **1. Name**

The name of the Charitable Incorporated Organisation ("the Club") is "Freshford & District Tennis Club"

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

The principal office of the Club is in England

## **3. Objectives**

The objectives of the Club are as follows:

- a) To promote the participation in the sport of Tennis hereinafter referred to as the 'sport' for its members and for members of the general public
- b) To organise, manage and develop the sport to the benefit of its members, including membership of appropriate leagues for the purpose of the establishing regular competitive play for the Club's representative teams
- c) To provide training and well-maintained playing facilities for its members to LTA standards
- d) To promote and maintain the highest standards of technical competence and safety in the sport
- e) To uphold the rules of the sport
- f) To provide equal opportunities for successful participation and inclusivity in the sport by all sections of the community (see British Tennis Diversity and Inclusion Policy, including Code of Conduct and Reporting Procedure on the club website)

<https://clubspark.lta.org.uk/FreshfordandDistrictTennisClub>

- g) To safeguard those participating in the club from any form of abuse (see Safeguarding Policy, Whistleblowing Policy on the club website)

<https://clubspark.lta.org.uk/FreshfordandDistrictTennisClub>

## **4. Powers**

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

- (1) raise money by means of yearly membership fees, pay and play fees, guest fees and match fees as determined or by grants for specific capital projects by the Management Committee at the Annual General Meeting

- (2) 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;
- (3) buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- (4) 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;
- (5) employ and remunerate such staff as are necessary for carrying out the work of the Club. The Club may employ or remunerate a charity trustee only to the extent that it is permitted to do so by clause 6 (Benefits and payments to the Board of Trustees and connected persons) and provided it complies with the conditions of those clauses;
- (6) 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 and management of income and property**

- (1) The income and property of the Club, however derived, shall be applied solely towards the objectives of the Club as set out in Clause 2 of this Constitution. All surplus income or profits will be reinvested by the Club. No surpluses or assets will be distributed to members or third parties.
  - (a) A charity 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.
  - (b) A charity 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
- (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 member of the Club. This does not prevent a member who is not also a charity trustee receiving:
  - a) a benefit from the Club as a beneficiary of the Club;
  - b) reasonable and proper remuneration for any goods or services supplied to the Club.
- (3) Nothing in this clause shall prevent a charity trustee or connected person receiving any benefit or payment which is authorised by Clause 6.
- (4) All monies shall be lodged in a bank account in the name of the Club.

- (5) The Chair of Trustees, Treasurer and Secretary shall each, individually, to be authorised signatory to pay invoices on behalf of the Club from the Club's bank account.
- (6) All expenditures of the Club shall be backed up by a receipt, which will be submitted to the Treasurer prior to payment. The Treasurer will keep a copy and record of all payment receipts.
- (7) Commitments to expenditures in excess of £500 shall be subject to approval by a majority of the Trustees and signed off by the Chair of the Trustees (email approval acceptable).
- (8) Invoices for such expenditures under (6) will be reviewed and approved by the Treasurer in writing prior to payment (email approval acceptable).
- (9) The financial year of the Club shall run between 1 January to 31 December.

## **6. Benefits and payments to the Board of Trustees and connected persons**

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

No charity 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;
- (d) receive any other financial benefit from the Club; unless the payment or benefit is permitted by sub-clause (2) of this clause, or authorised by the court or the prior written consent of the Charity Commission ("the Commission") has been obtained. In this clause, a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.

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

- (a) A charity trustee or connected person may receive a benefit from the Club as a beneficiary provided that it is available generally to the beneficiaries of the Club.
- (b) A charity 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 sub-clause (3) of this clause a charity trustee or connected person may provide the Club with goods that are not supplied in connection with services provided to the Club by the charity trustee or connected person.
- (d) The Club should document the amount of, and the terms of, the trustee's or connected person's loan.

- (e) A charity 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 charity trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- (f) A charity trustee or connected person may take part in the normal trading and fundraising activities of the Club on the same terms as members of the public.

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

The Club and its Board of Trustees may only rely upon the authority provided by sub-clause (2)(c) of this clause 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
- (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 members of the Board of 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 charity trustee or connected person. In reaching that decision the Board of Trustees must balance the advantage of contracting with a charity 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 members of the Board of Trustees is present at the meeting.
- (f) The reason for their decision is recorded by the Board of Trustees in the minute book.
- (g) A majority of the Board of Trustees then in office are not in receipt of remuneration or payments authorised by clause 6.

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

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

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

A charity trustee must:

- (1) declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Club or in any transaction or arrangement entered into by the Club which has not previously been declared; and between the Club and the charity trustee or connected person supplying the goods ("the supplier").
- (2) absent himself or herself from any discussions of the Board of 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). Any charity trustee absenting himself or herself from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the Board of Trustees on the matter.

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

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

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

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

#### **(a) Eligibility**

Membership of the Club is open to all who, by applying and paying for membership, have indicated their agreement to become a member and acceptance of the duty of members set out in sub-clause (3) of this clause. A member may be an individual, a corporate body, or [an individual or corporate body representing] an organisation which is not incorporated.

No person shall be refused membership on the grounds of race, colour, creed, religion, sex, sexual preference, impairment, or disability.

#### **(b) Admission procedure**

Registration with the Club, all applications for membership and payment of subscriptions shall be made using the Club Website

<https://clubspark.lta.org.uk/FreshfordandDistrictTennisClub>

Membership is annual from 20 March of one year to 19 March of the following year.

Membership shall lapse if payment for the new season has not been received by the Club by 20 April, and as such, non-members shall then not use the facilities of the Club and shall forfeit their right to representation at general meetings.

#### **(c) Refusal of membership**

The Board of Trustees shall be entitled to refuse any application for membership or renewal of any existing membership on the grounds that such membership would be prejudicial to the objectives of the Club as set out in Clause 2 of this constitution.

### **(2) Transfer of membership**

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

### **(3) Duty of members**

All members are subject to the Constitution of the Club and the regulations of the Lawn Tennis Association. It is the duty of each member of the Club to abide by these rules and regulations and to behave considerately to other members both on and off the court.

### **(4) Rights of members**

- a) Coaching is only available to Club members, though non-members may request a trial coaching session (at the discretion of the Club Coach)
- b) Each fully paid up member shall be entitled to attend, and vote at General or Annual General Meetings
- c) Fully paid up members may be elected and serve on the Board of Trustees
- d) All members shall be able to review a copy of this Constitution via the Club Website

### **(5) Suspension or termination of membership**

(a) Membership of the Club comes to an end if:

- (i) the member dies, or, in the case of an organisation (or the representative of an organisation) that organisation ceases to exist; or
- (ii) the member sends a notice of resignation to the Board of Trustees; or
- (iii) the Board of Trustees decide that it is in the best interests of the Club that the member in question should be suspended or removed from membership and pass a resolution to that effect.

(b) Before the Board of Trustees take any decision to suspend or remove someone from membership of the Club they must:

- (i) inform the member of the reasons why it is proposed to suspend or remove him, her or it from membership;
- (ii) give the member at least 21 clear days' notice in which to make representations to the Board of Trustees as to why he, she or it should not be suspended or removed from membership;
- (iii) at a duly constituted meeting of the Board of Trustees, consider whether or not the member should be suspended or removed from membership;
- (iv) consider at that meeting any representations which the member makes as to why the member should not be suspended or removed; and
- (v) allow the member, or the member's representative, to make those representations in person at that meeting, if the member so chooses.

- (c) The Board of Trustees shall be entitled to bar any member from taking part in any match or event under the control of the Club and from playing on the Club's courts

#### **(5) Membership fees**

Members shall be enrolled in one of the following categories:

- Family Member (parents and their children, provided the children are: under 18 years of age; or are in full-time education; or live further than 20 miles from the Club)
- Adult Member (from the age of 18 to 64)
- Individual Senior Member (from the age of 65)
- Individual Senior Member Limited (from the age of 65, but with play restricted to weekday daytime only – no evening or weekend play)
- Individual Junior Member (16 or 17 years of age if not part of Family Membership)
- Individual Junior Member under the age of 16.

Membership fees for these categories are set annually prior to the 20 March.

### **10. Members' decisions**

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

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

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

Subject to sub-clause (3) of this clause, any decision of the members of the Club may be taken by means of a resolution at a general meeting. Such a resolution may be passed by a simple majority of votes cast at the meeting.

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

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

### **11. General meetings of members**

#### **(1) Types of general meeting**

There must be an annual general meeting (AGM) of the members of the Club. The first AGM must be held within 18 months of the registration of the Club, and subsequent AGMs must be held at intervals of not more than 15 months, ideally every March. The AGM must receive the annual statement of accounts and the Board of Trustees' annual report and must elect members to the Board of Trustees as required under clause [13].

Other general meetings of the members of the Club may be held at any time.

All general meetings must be held in accordance with the following provisions.

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

(a) The Board of Trustees:

(i) must call the annual general meeting of the members of the Club in accordance with sub-clause (1) of this clause, and identify it as such in the notice of the meeting; and

(ii) may call any other general meeting of the members at any time.

(b) The Board of Trustees must, within 21 days, call a general meeting of the members upon the written demand of:

i. 33% of the membership of the Club

OR

ii. The Chair of the Board of Trustees

OR

iii. 2/3 majority of the Board of Trustees.

On the proviso that 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.

(c) Any such request may include particulars of a resolution that may properly be proposed, and is intended to be proposed, at the meeting.

(d) A resolution may only properly be proposed if it is lawful, and is not defamatory, frivolous or vexatious.

(e) Any general meeting called by the Board of Trustees at the request of the members of the Club must be held within 28 days from the date on which it is called.

(f) If the Board of Trustees fails to comply with this obligation to call a general meeting at the request of its members, then the members who requested the meeting may themselves call a general meeting.

(g) A general meeting called in this way must be held not more than 3 months after the date when the members first requested the meeting.

(h) The Club must reimburse any reasonable expenses incurred by the members calling a general meeting by reason of the failure of the Board of Trustees to duly call the meeting, but the Club shall be entitled to be indemnified by the Board of Trustees who were responsible for such failure

## **(3) Notice of general meetings**

(a) The Board of Trustees must give at least 21 clear days' notice of an Annual General Meeting.

(b) The Board of Trustees, or, as the case may be, the relevant members of the Club, must give at least 14 clear days' notice of any general meeting to all of the members.

(c) If it is agreed by not less than 90% of all members of the Club, any resolution may be proposed and passed at the meeting even though the requirements of sub-clause (3) (a) of this clause have not been met. This sub-clause does not apply where a specified period of



notice is strictly required by another clause in this constitution, by the Charities Act 2011 or by the General Regulations.

- (d) The notice of any general meeting must:
  - (i) state the time and date of the meeting;
  - (ii) give the address at which the meeting is to take place;
  - (iii) give particulars of any resolution which is to be moved at the meeting, and of the general nature of any other business to be dealt with at the meeting; and
  - (iv) if a proposal to alter the constitution of the Club is to be considered at the meeting, include the text of the proposed alteration; (v) include, with the notice for the AGM, the annual statement of accounts and Board of Trustees 'annual report, details of persons standing for election or re-election to the Board of Trustees, or where allowed under clause [22] (Use of electronic communication), details of where the information may be found on the Club's website.
- (e) The proceedings of a meeting shall not be invalidated because a member who was entitled to receive notice of the meeting did not receive it because of accidental omission by the Club.

#### **(4) Management of general meetings**

- (a) The Chair of the Board of Trustees under clause [19](2) (Chairing of meetings), shall, if present at the general meeting and willing to act, preside as chair of the meeting. Subject to that, the members of the Club who are present at a general meeting shall elect a chair to preside at the meeting.
- (b) All members shall register with the Secretary prior to the start of the meeting
- (c) The Secretary shall keep the minutes of the meetings and record all proceedings and resolutions.

#### **(5) Quorum at general meetings**

- (a) No business may be transacted at any general meeting of the members of the Club unless a quorum is present when the meeting starts.
- (b) Subject to the following provisions, the quorum for general meetings shall be one quarter of those eligible to vote, or 7 such members, whichever is the smaller. An organisation represented by a person present at the meeting in accordance with sub-clause (7) of this clause, is counted as being present in person.
- (c) If the meeting has been called by or at the request of the members and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the meeting is closed.
- (d) If the meeting has been called in any other way and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the chair must adjourn the meeting. The date, time and place at which the meeting will resume must [either be announced by the chair or] be notified to the Club's members at least seven clear days before the date on which it will resume.

- (e) If a quorum is not present within 15 minutes of the start time of the adjourned meeting, the member or members present at the meeting constitute a quorum.
- (f) If at any time during the meeting a quorum ceases to be present, the meeting may discuss issues and make recommendations to the trustees but may not make any decisions. If decisions are required which must be made by a meeting of the members, the meeting must be adjourned.

#### **(6) Voting at general meetings**

- (a) Any decision other than one falling within clause [10(4)] (Decisions that must be taken in a particular way) shall be taken by a simple majority of votes cast at the meeting. Every member attending the meeting has one vote.
- (b) 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 written ballot is duly demanded. A written ballot may be demanded by the chair or by at least 10% of the members present in person.
- (c) A written ballot demanded on the election of a person to chair the meeting or on a question of adjournment must be taken immediately. A written ballot 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 ballot must be taken, and the result of the ballot announced, within 30 days of the demand for the ballot.
- (d) A ballot may be taken:
  - (i) at the meeting at which it was demanded; or
  - (ii) at some other time and place specified by the chair; or
  - (iii) through the use of postal or electronic communications.
- (e) In the event of an equality of votes, whether on a show of hands or on a written ballot, the chair of the meeting shall have a second, or casting vote.
- (f) Any objection to the qualification of any voter must be raised at the meeting at which the vote is cast and the decision of the chair of the meeting shall be final.

#### **(7) Representation of [organisations and] corporate members**

A[n organisation or a]corporate body that is a member of the Club may, in accordance with its usual decision-making process, authorise a person to act as its representative at any general meeting of the Club. The representative is entitled to exercise the same powers on behalf of the [organisation or] corporate body as the [organisation or] corporate body could exercise as an individual member of the Club.

#### **(8) Adjournment of meetings**

The 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.

#### **(9) Business of an AGM**

At each AGM the following business shall be conducted:

- i. Receipt and approval of the minutes of the previous AGM
- ii. Presentation of the Club's financial accounts for the year
- iii. Presentation of the Club's projected financial situation for the forthcoming year, and the setting of all fees
- iv. Presentation of Chairperson's report
- v. Election of officers to the Board of Trustees.
- vi. Any other business brought before the meeting which has been submitted in writing to the secretary not less than seven days prior to the AGM, and any other business deemed relevant by the Chairperson

## **12. The Board of Trustees**

### **(1) Functions and duties of the Board of Trustees**

The Board of 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 member of the Board of Trustees:

- (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; and
- (b) to exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to any special knowledge or experience that he or she has or holds himself or herself out as having.

### **(2) Eligibility for membership of the Board of Trustees**

- (a) Every member of the Board of Trustees must be a natural person.
- (b) No one may be appointed as a member of the Board of Trustees:
  - if he or she is under the age of 18 years; or
  - if he or she would automatically cease to hold office under the provisions of clause [15(1)(f)].

### **(3) Composition of the Board of Trustees**

Chair: Gez Rideout

Secretary: Alisa Burke

Treasurer: Perran Trerise

Men/s and Ladies' Team Captains: Ian Sharp, Sandie Moore

Safeguarding Officer: Valencia Haynes

Events and Marketing Coordinator: Lee Newlyn

Advisor to the Board: Peter Davis

- a) There must be at least three members of the Board of Trustees. If the number falls below this minimum, the remaining members of the Board of Trustees may act only to call a meeting of the Board of Trustees or appoint a new member of the Board of Trustees.
- b) The Board of Trustees may co-opt any member to any unfilled post until the conclusion of the following AGM, providing that the number of co-optees shall not exceed one third of the total number of persons serving on the Board of Trustees at that time
- c) The Board of Trustees may appoint any sub-committees it may deem necessary to deal with the matters of the Club, until the conclusion of the following AGM. The proceedings of all such committees shall be reported to the Board of Trustees by a representative elected by that sub-committee.

#### **(4) First members of the Board of Trustees**

The first members of the Board of Trustees of the Club were: Ian Barnes, Peter Davis, Gez Rideout, Philippa Green, Sandie Moore.

### **13. Appointment of members of the Board of Trustees**

- (1) At the first annual general meeting of the members of the Club all the members of the Board of Trustees shall retire from office;
- (2) At every [subsequent] annual general meeting of the members of the Club, one-third of the Board of Trustees shall retire from office. If the number of members of the Board of Trustees is not three or a multiple of three, then the number nearest to one-third shall retire from office;
- (3) The members of the Board of Trustees to retire by rotation shall be those who have been longest in office since their last appointment or reappointment. If any of the Board of Trustees were last appointed or reappointed on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot;
- (4) The vacancies so arising may be filled from the current membership by the decision of the members at the annual general meeting by show of hands; any vacancies not filled at the annual general meeting may be filled as provided in sub-clause (5) of this clause;
- (5) All proposals of candidates for election shall be in writing; have the consent of the nominee; be seconded; and be in the hands of the Club Secretary not less than fourteen days before the AGM;
- (6) Uncontested posts may be filled by nomination(s) and election by show of hands at the AGM;
- (7) The Secretary shall send all Members a list of all nominations not less than seven days prior to the AGM.
- (8) The members or the Board of Trustees may at any time decide to appoint a new member of the Board of Trustees, whether in place of a member of the Board of Trustees who has retired or been removed in accordance with clause [15] (Retirement and removal of members of the

Board of Trustees), or as an additional member of the Board of Trustees, provided that the limit specified in clause [12(3)] on the number of members of the Board of Trustees would not as a result be exceeded;

- (9) A person so appointed by the members of the Club shall retire in accordance with the provisions of sub-clauses (2) and (3) of this clause. A person so appointed by the Board of Trustees shall retire at the conclusion of the next annual general meeting after the date of his or her appointment, and shall not be counted for the purpose of determining which of the members of the Board of Trustees is to retire by rotation at that meeting.

#### **14. Information for new members of the Board of Trustees**

The Board of Trustees will make available to each member of the Board of Trustees, 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 Board of Trustees' annual report and statement of accounts.

#### **15. Retirement and removal of members of the Board of Trustees**

A member of the Board of Trustees ceases to hold office if he or she:

- (a) retires by notifying the Club in writing (but only if enough members of the Board of 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 Board of 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 a member of the Board of Trustees and may remain so for more than three months;
- (e) is disqualified from acting as a charity trustee by virtue of section 178-180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).

#### **16. Reappointment of members of the Board of Trustees**

Any person who retires as a member of the Board of Trustees by rotation or by giving notice to the Club is eligible for reappointment.

#### **17. Taking of decisions by the Board of Trustees**

Any decision may be taken either:

- at a meeting of the Board of Trustees; or
- by resolution in writing [or electronic form] agreed by a majority of all of the members of the Board of 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 members of the Board of Trustees has signified their agreement. Such a resolution shall be effective provided that

- a copy of the proposed resolution has been sent, at or as near as reasonably practicable to the same time, to all of the members of the Board of Trustees; and
- the majority of all of the members of the Board of 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, or in such other manner as the members of the Board of Trustees have previously resolved, and delivered to the Club at its principal office or such other place as the trustees may resolve [within 28 days of the circulation date].

## **18. Delegation by the Board of Trustees**

- (1) The Board of 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 Board of Trustees may at any time alter those terms and conditions or revoke the delegation.
- (2) This power is in addition to the power of delegation in the General Regulations and any other power of delegation available to the Board of 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 member of the Board of Trustees;
  - (b) the acts and proceedings of any committee must be brought to the attention of the Board of Trustees as a whole as soon as is reasonably practicable; and
  - (c) the Board of 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 Board of Trustees**

### **(1) Calling meetings**

- (a) Any member of the Board of Trustees may call a meeting of the Board of Trustees.
- (b) Fourteen days 'notice of any meeting of the Board of Trustees shall be given by the Secretary, except when:
  - i. The date of the meeting had been agreed at the previous Board of Trustees meeting, in which case seven days 'notice shall be given.
  - ii. In an emergency the Chair of the Board of Trustees may call a meeting at four days 'notice.

### **(2) Chairing of meetings**

The Chair of the Board of Trustees shall chair the meeting, or in his/her absence the Secretary. In the event of all those mentioned being absent, a nominee from the Board of Trustees shall chair the meeting.

### **(3) Procedure at meetings**

- (a) No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken. A quorum shall be four of those members of the Board of Trustees entitled to vote, as listed in Clause 12 (3).
- (b) All members of the Board of Trustees as listed in Clause 12 (3) shall be entitled to vote.
- (c) All votes shall be determined by a simple majority. In the event of a tied vote, the Chair of the Board of Trustees may exercise a casting vote.
- (d) The minutes of the meeting shall be taken and recorded.

#### **(4) Participation in meetings by electronic means**

- (a) A meeting may be held by suitable electronic means agreed by the Board of Trustees in which each participant may communicate with all the other participants.
- (b) Any member of the Board of Trustees participating at a meeting by suitable electronic means agreed by the Board of Trustees in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting.
- (c) Meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes.

## **20. Saving provisions**

- (1) Subject to sub-clause (2) of this clause, all decisions of the Board of Trustees, or of a committee of the Board of Trustees, shall be valid notwithstanding the participation in any vote of a member of the Board of Trustees:
  - who was disqualified from holding office;
  - who had previously retired or who had been obliged by the constitution to vacate office;
  - 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 member of the Board of Trustees and that member of the Board of Trustees being counted in the quorum, the decision has been made by a majority of the Board of Trustees at a quorate meeting.
- (2) Sub-clause (1) of this clause does not permit a member of the Board of Trustees to keep any benefit that may be conferred upon him or her by a resolution of the Board of Trustees or of a committee of the Board of Trustees if, but for clause (1), the resolution would have been void, or if the member of the Board of Trustees has not complied with clause 7 (Conflicts of interest).

## **21. Execution of documents**

- (1) The Club shall execute documents by signature.
- (2) A document is validly executed by signature if it is signed by at least two of the Board of Trustees.

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

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

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

### **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 the Board of Trustees.

### **24. Minutes**

The Board of Trustees must keep minutes of all:

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

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

- (1) The Board of 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 Charity Commission, regardless of the income of the Club, within 10 months of the financial year end.
- (2) The Board of 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 Board of 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:

- (1) This constitution can only be amended:
  - (a) by resolution agreed in writing by all members of the Club; or
  - (b) by a resolution passed by a 75% majority of votes cast at a general meeting of the members of the Club.
- (2) Any alteration of clause 3 (Objects), clause [29] (Voluntary winding up or dissolution), this clause, or of any provision where the alteration would provide authorisation for any benefit to be obtained by the Board of Trustees or members of the Club or persons connected with them, requires the prior written consent of the Charity Commission.
- (3) No amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid.
- (4) A copy of any resolution altering the constitution, together with a copy of the Club's constitution as amended, must be sent to the Commission within 15 days from the date on which the resolution is passed. The amendment does not take effect until it has been recorded in the Register of Charities.

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

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

### **30. Interpretation**

In this constitution: “connected person” means:

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

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

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

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

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

“a member of the Board of Trustees” means a member of the Board of Trustees of the Club.

