

**Charity number: 1169959**

**The Charities Act 2011**  
**Charitable Incorporated Organisation**

**Constitution**  
**of**  
**Cambridge & Coleridge Athletic Club**



## Charities Act 2011

### Constitution of a Charitable Incorporated Organisation

Date of constitution (last amended): ...28 October 2016

#### 1. Name

The name of the Charitable Incorporated Organisation (CIO) is **Cambridge & Coleridge Athletic Club**.

#### 2. National Location of Principal Office

The CIO must have a principal office in England or Wales. The principal office of the CIO is in England.

#### 3. Objects

3.1 The objects of the CIO (Objects) for the benefit of the public and in particular the inhabitants of Cambridge and its surrounding districts:

3.1.1 to promote community participation in healthy recreation by providing facilities for athletics and other sports capable of improving health;

3.1.2 to provide and assist in the provision of facilities for sport, recreation or other leisure time occupation of such persons who have need for such facilities by reason of their youth, age, infirmity or disablement, financial hardship, poverty or social and economic circumstances or for the public at large in the interest of social welfare and with the object of improving their conditions of life;

3.1.3 to further such other wholly charitable purposes in accordance with the laws of England and Wales as the Trustees may from time to time determine.

3.2 In this clause 3:

3.2.1 **facilities** means land, buildings, equipment and organising sporting activities; and

3.2.2 **athletics** means track and field athletics including running, jumping, throwing, sports-hall athletics, cross-country running, road and endurance running, race-walking and fell running.

#### 4. Ethos

4.1 The CIO is committed to furthering its Objects by ensuring that equity is incorporated across all aspects of its operations, activities and development. In doing so, the CIO 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 CIO 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 socio-economic status.
- 4.3 The CIO 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 CIO have a responsibility to oppose discriminatory behaviour and promote equality of opportunity.
- 4.5 The CIO will deal with any incidence of discriminatory behaviour seriously according to the CIO's disciplinary procedures.

## 5. Powers

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

- 5.1 provide sports coaching and training, hold sports events and organise related activities;
- 5.2 participate in and organise leagues, events, tournaments, meetings and competitions;
- 5.3 enter into grants and contracts for the supply of goods and/or services;
- 5.4 borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed. The CIO must comply as appropriate with sections 124 and 125 of the Charities Act 2011 if it wishes to mortgage land;
- 5.5 buy, take on lease or in exchange, hire or otherwise acquire any property and to construct, maintain, alter and equip it for use;
- 5.6 sell, lease, charge or otherwise dispose of all or any part of the property belonging to the CIO. In exercising this power, the CIO must comply as appropriate with sections 117 to 123 of the Charities Act 2011;
- 5.7 employ and remunerate such staff as are necessary for carrying out the work of the CIO. The CIO may employ or remunerate a Trustee only to the extent that it is permitted to do so by clause 7 (*Benefits and Payments to Trustees and Connected Persons*) and provided it complies with the conditions of that clause;
- 5.8 deposit or invest funds, employ or engage a professional fund-manager, and arrange for the investments or other property of the CIO 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;
- 5.9 to provide loans, grants, donations, scholarships, prizes, awards or other forms of financial or other assistance.

## 6. Application of Income and Property

- 6.1 The income and property of the CIO must be applied solely towards the promotion of the Objects.
  - 6.1.1 A Trustee is entitled to be reimbursed from the property of the CIO or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the CIO.

- 6.1.2 A Trustee may benefit from trustee indemnity insurance cover purchased at the CIO's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.
- 6.2 None of the income or property of the CIO may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member of the CIO. This does not prevent a Member who is not also a Trustee receiving:
  - 6.2.1 a benefit from the CIO as a beneficiary of the CIO;
  - 6.2.2 reasonable and proper remuneration for any goods or services supplied to the CIO.
- 6.3 Nothing in this clause 6 shall prevent a Trustee or Connected Person receiving any benefit or payment which is authorised by clause 7.

## 7. **Benefits and Payments to Trustees and Connected Persons**

### 7.1 *General provisions*

No Trustee or Connected Person may:

- 7.1.1 buy or receive any goods or services from the CIO on terms preferential to those applicable to members of the public;
- 7.1.2 sell goods, services, or any interest in land to the CIO;
- 7.1.3 be employed by, or receive any remuneration from, the CIO;
- 7.1.4 receive any other financial benefit from the CIO;

unless the payment or benefit is permitted by clause 7.2, or authorised by the court or the Charity Commission (**Commission**). In this clause 7 a **financial benefit** means a benefit, direct or indirect, which is either money or has a monetary value.

### 7.2 *Scope and powers permitting Trustees' or Connected Persons' benefits*

- 7.2.1 A Trustee or Connected Person may receive a benefit from the CIO as a beneficiary of the CIO provided that a majority of the Trustees do not benefit in this way.
- 7.2.2 A Trustee or Connected Person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the CIO where that is permitted in accordance with, and subject to the conditions in, sections 185 to 188 of the Charities Act 2011.
- 7.2.3 Subject to clause 7.3 a Trustee or Connected Person may provide the CIO with goods that are not supplied in connection with services provided to the CIO by the Trustee or Connected Person.
- 7.2.4 A Trustee or Connected Person may receive interest on money lent to the CIO at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- 7.2.5 A Trustee or Connected Person may receive rent for premises let by the Trustee or Connected Person to the CIO. 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.

7.2.6 A Trustee or Connected Person may take part in the normal trading and fundraising activities of the CIO on the same terms as members of the public.

### 7.3 *Payment for supply of goods only – controls*

The CIO and its Trustees may only rely upon the authority provided by clause 7.2.3 if each of the following conditions is satisfied:

7.3.1 The amount or maximum amount of the payment for the goods is set out in a written agreement between the CIO and the Trustee or Connected Person supplying the goods (**Supplier**).

7.3.2 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.

7.3.3 The other Trustees are satisfied that it is in the best interests of the CIO 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.

7.3.4 The Supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the CIO.

7.3.5 The Supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees is present at the meeting.

7.3.6 The reason for their decision is recorded by the Trustees in the minute book.

7.3.7 A majority of the Trustees then in office are not in receipt of remuneration or payments authorised by clause 7.

### 7.4 In clauses 7.2 and 7.3:

7.4.1 **CIO** includes any company in which the CIO:

7.4.1.1 holds more than 50% of the shares; or

7.4.1.2 controls more than 50% of the voting rights attached to the shares; or

7.4.1.3 has the right to appoint one or more directors to the board of the company;

7.4.2 **Connected Person** includes any person within the definition set out in clause 34.

## 8. **Conflicts of Interest and Duties**

### 8.1 A Trustee must:

8.1.1 declare the nature and extent of any interest, direct or indirect, which he or she or a Connected Person has in a proposed transaction or arrangement with the CIO or in any transaction or arrangement entered into by the CIO which has not previously been declared; and

8.1.2 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 CIO and any personal interest (including but not limited to any financial interest) of his or hers or of any Connected Person.

8.2 Any Trustee absenting himself or herself from any discussions in accordance with this clause 8 must not vote or be counted as part of the quorum in any decision of the Trustees on the matter.

## 9. **Liability of Members**

9.1 If the CIO is wound up, each Member of the CIO is liable to contribute to the assets of the CIO such amount (but not more than £1) as may be required for payment of the debts and liabilities of the CIO contracted before that person or organisation ceases to be a Member, for payment of the costs, charges and expenses of winding up, and for adjustment of the rights of the contributing Members among themselves.

9.2 In clause 9.1 the term **Member** includes any person or organisation that was a Member of the CIO within 12 months before the commencement of the winding up.

9.3 But subject to this clause 9, the Members of the CIO have no liability to contribute to its assets if it is wound up, and accordingly have no personal responsibility for the settlement of its debts and liabilities beyond the amount that they are liable to contribute.

## 10. **Affiliation**

Subject to the provisions of this Constitution and the general law, the CIO shall (as the case may be) become a member of or affiliate to England Athletics and any competition or constituent body designated to it by England Athletics and the CIO shall comply with and uphold the rules and regulations of the England Athletics and of any such competition or other constituent body for the time being in force.

## 11. **Membership of the CIO**

### 11.1 *Admission of new Members*

#### 11.1.1 *Eligibility*

11.1.1.1 Membership of the CIO is open to anyone who is interested in furthering its purposes, and who, by applying for Membership, has indicated his, her or its agreement to become a Member and acceptance of his or her liability set out at clause 9 and the duty of Members set out in clause 11.3.

11.1.1.2 No person shall be denied Membership on the grounds of sex, gender reassignment, age, disability, race, nationality, national or ethnic origin, sexual orientation, marital status, pregnancy, religion or other beliefs. However, limitation of Membership according to the facilities and resources available, including the imposition of a minimum age limit, is allowable on a non-discriminatory basis.

11.1.1.3 Membership is confined to Amateurs, as defined by the rules of England Athletics (or such other National Governing Body for Athletics in England from time to time).

11.1.1.4 A Member may be an individual, a corporate body, or an individual or corporate body representing an organisation which is not incorporated.

### 11.1.2 *Admission procedure*

The Trustees:

- 11.1.2.1 may require applications for Membership to be made in any reasonable way that they decide;
- 11.1.2.2 shall, if they approve an application for Membership, notify the applicant of their decision within 21 days;
- 11.1.2.3 may refuse an application for Membership if they believe that it is in the best interests of the CIO for them to do so;
- 11.1.2.4 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
- 11.1.2.5 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.

### 11.1.3 *Classes of Membership*

The Trustees may make rules under clause 29 to create classes of Membership and to determine the rights and obligations of any such Members (including payment of Membership fees), and the conditions for admission to, and termination of Membership of any such class of Members.

## 11.2 *Transfer of Membership*

Membership of the CIO 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 CIO has received written notification of the transfer).

## 11.3 *Duty of Members*

It is the duty of each Member of the CIO to exercise his or her powers as a Member of the CIO in the way he or she decides in good faith would be most likely to further the purposes of the CIO. Without prejudice to the foregoing provisions of this clause 11.3, the Members of the CIO 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 CIO are carried out in accordance with the rules and regulations of England Athletics and any competitions or other constituent body in which the CIO participates for the time being in force.

## 11.4 *Termination of Membership*

11.4.1 Membership of the CIO comes to an end if:

- 11.4.1.1 the Member dies, or, in the case of an organisation (or the representative of an organisation), that organisation ceases to exist; or
- 11.4.1.2 the Member sends a notice of resignation to the Trustees; or

- 11.4.1.3 any sum of money owed by the Member to the CIO is not paid in full within six months of its falling due; or
  - 11.4.1.4 the Trustees decide that it is in the best interests of the CIO that the Member in question should be removed from Membership, and pass a resolution to that effect.
- 11.4.2 Before the Trustees take any decision to remove someone from Membership of the CIO under clause 11.4.1.4, they must:
- 11.4.2.1 inform the Member of the reasons why it is proposed to remove him, her or it from Membership;
  - 11.4.2.2 give the Member at least 21 Clear Days' notice in which to make representations to the Trustees as to why he, she or it should not be removed from Membership;
  - 11.4.2.3 at a duly constituted meeting of the Trustees, consider whether or not the Member should be removed from Membership;
  - 11.4.2.4 consider at that meeting any representations which the Member makes as to why the Member should not be removed; and
  - 11.4.2.5 allow the Member, or the Member's representative, to make those representations in person at that meeting, if the Member so chooses.
- 11.4.3 In the event of a Member's resignation or removal, his or her name shall be removed from the register of Members.

#### 11.5 *Membership fees*

- 11.5.1 Subject to clause 11.5.2, the CIO may require Members to pay reasonable Membership fees to the CIO and may levy such further fees from the Members as they consider reasonably necessary to further the Objects.
- 11.5.2 The Trustees shall keep Membership and other fees at levels that will not pose a significant obstacle to participation. In the case of poverty or financial hardship, the Trustees may, at their discretion, waive the Membership fees in whole or in part or alternatively arrange for the fee to be paid on an instalment basis.
- 11.5.3 Any Membership fees shall be paid in full at the time of admission or at such other time as the Trustees may determine.
- 11.5.4 In exceptional circumstances fees may be repayable in whole or in part at the absolute discretion of the Trustees.

#### 11.6 *Informal or associate (non-voting) membership*

- 11.6.1 The Trustees may create associate or other classes of non-voting membership, and may determine the rights and obligations of any such members (including payment of membership fees), and the conditions for admission to, and termination of membership of any such class of members.
- 11.6.2 Other references in this Constitution to Members and Membership do not apply to non-voting members, and non-voting members do not qualify as Members for any

purpose under this Constitution, the Charities Acts, the General Regulations or the Dissolution Regulations.

## 12. **Members' Decisions**

### 12.1 *General provisions*

Except for those decisions that must be taken in a particular way as indicated in clause 12.4, decisions of the Members of the CIO may be taken either by vote at a general meeting as provided in clause 12.2 or by written resolution as provided in clause 12.3.

### 12.2 *Taking ordinary decision by vote*

Subject to clause 12.4, any decision of the Members of the CIO may be taken by means of a resolution at a general meeting. Such a resolution may be passed by a simple majority of votes cast at the meeting (including votes cast by postal or email ballot, and proxy votes).

### 12.3 *Taking ordinary decisions by written resolution without a general meeting*

12.3.1 Subject to clause 12.4, 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:

12.3.1.1 a copy of the proposed resolution has been sent to all the Members eligible to vote; and

12.3.1.2 a simple majority of Members has signified its agreement to the resolution in a document or documents which are received at the principal office within the period of 28 days beginning with the circulation date. The document signifying a Member's agreement must be authenticated by their signature (or in the case of an organisation which is a Member, by execution according to its usual procedure), by a statement of their identity accompanying the document, or in such other manner as the CIO has specified.

12.3.2 The resolution in writing may comprise several copies to which one or more Members has signified their agreement.

12.3.3 Eligibility to vote on the resolution is limited to Members who are Members of the CIO on the date when the proposal is first circulated in accordance with clause 12.3.1.

12.3.4 Not less than 10% of the Members of the CIO may request the Trustees to make a proposal for decision by the Members.

12.3.5 The Trustees must within 21 days of receiving such a request comply with it if:

12.3.5.1 the proposal is not frivolous or vexatious, and does not involve the publication of defamatory material;

12.3.5.2 the proposal is stated with sufficient clarity to enable effect to be given to it if it is agreed by the Members; and

12.3.5.3 effect can lawfully be given to the proposal if it is so agreed.

12.3.6 Clauses 12.3.1 to 12.3.3 shall apply to a proposal made at the request of Members.

### 12.4 *Decisions that must be taken in a particular way*

- 12.4.1 Any decision to remove a Trustee must be taken in accordance with clause 17.2.
- 12.4.2 Any decision to amend this Constitution must be taken in accordance with clause 31.
- 12.4.3 Any decision to wind up or dissolve the CIO must be taken in accordance with clause 33. Any decision to amalgamate or transfer the undertaking of the CIO to one or more other CIOs must be taken in accordance with the provisions of the Charities Act 2011.

### 13. **General Meetings of Members**

#### 13.1 *Types of general meeting*

13.1.1 There must be an annual general meeting (**AGM**) of the Members of the CIO. The first AGM must be held within 18 months of the registration of the CIO, and subsequent AGMs must be held at intervals of not more than 15 months. The AGM shall conduct business as follows:

- 13.1.1.1 must receive the annual statement of accounts (duly audited or independently examined where applicable) and the Trustees' annual report;
- 13.1.1.2 must elect Trustees as required under clause 15;
- 13.1.1.3 must decide annual subscriptions for the next following financial year, based on financial projections and a proposal from the Trustees (save that the meeting may by resolution delegate the setting of subscriptions to the Trustees; and
- 13.1.1.4 may consider any other business as the chair of the meeting sees fit.

13.1.2 Other general meetings of the Members of the CIO may be held at any time.

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

#### 13.2 *Calling general meetings*

13.2.1 The Trustees:

- 13.2.1.1 must call the AGM in accordance with clause 13.1 and identify it as such in the notice of the meeting; and
- 13.2.1.2 may call any other general meeting of the Members at any time.

13.2.2 The Trustees must, within 21 days, call a general meeting of the Members of the CIO if:

- 13.2.2.1 they receive a request to do so from at least 10% or 30 of the Members (whichever is the lesser); and
- 13.2.2.2 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.

13.2.3 If, at the time of any such request, there has not been any general meeting of the Members of the CIO for more than 12 months, then clause 13.2.2.1 shall have effect as if 5% were substituted in place of 10%.

- 13.2.4 Any such request may include particulars of a resolution that may properly be proposed, and is intended to be proposed, at the meeting.
- 13.2.5 A resolution may only properly be proposed if it is lawful, and is not defamatory, frivolous or vexatious.
- 13.2.6 Any general meeting called by the Trustees at the request of the Members of the CIO must be held within 28 days from the date on which it is called.
- 13.2.7 If the Trustees fail to comply with this obligation to call a general meeting at the request of its Members, then the Members who requested the meeting may themselves call a general meeting.
- 13.2.8 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.
- 13.2.9 The CIO must reimburse any reasonable expenses incurred by the Members calling a general meeting by reason of the failure of the Trustees to duly call the meeting, but the CIO shall be entitled to be indemnified by the Trustees who were responsible for such failure.

### 13.3 *Notice of general meetings*

- 13.3.1 The Trustees, or, as the case may be, the relevant Members of the CIO, must give at least 14 Clear Days' notice of any general meeting to all of the Members, and to any Trustee of the CIO who is not a Member.
- 13.3.2 If it is agreed by not less than 90% of all Members of the CIO, any resolution may be proposed and passed at the meeting even though the requirements of clause 13.3.1 have not been met. This clause 13.3.2 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.
- 13.3.3 The notice of any general meeting must:
  - 13.3.3.1 state the time and date of the meeting;
  - 13.3.3.2 give the address at which the meeting is to take place;
  - 13.3.3.3 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
  - 13.3.3.4 if a proposal to alter the Constitution of the CIO is to be considered at the meeting, include the text of the proposed alteration;
  - 13.3.3.5 include, with the notice for the AGM, the annual statement of accounts and Trustees' annual report, details of persons standing for election or re-election as Trustee, or where allowed under clause 24, details of where the information may be found on the CIO's website.
- 13.3.4 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.

13.3.5 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 CIO.

#### 13.4 *Chairing of general meetings*

The Chair (or in his absence the Vice Chair) shall, if present at the general meeting and willing to act, preside as chair of the meeting. Subject to that, the Members of the CIO who are present at a general meeting shall elect a chair to preside at the meeting.

#### 13.5 *Quorum at general meetings*

13.5.1 No business may be transacted at any general meeting of the Members of the CIO unless a quorum is present when the meeting starts.

13.5.2 Subject to the following provisions, the quorum for general meetings shall be 10% or 30 Members (whichever is the lesser). An organisation represented by a person present at the meeting in accordance with clause 13.7 is counted as being present in person.

13.5.3 If the meeting has been called by or 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.

13.5.4 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 of the meeting must adjourn the meeting. The date, time and place at which the meeting will resume must either be announced by the chair of the meeting or be notified to the Members of the CIO at least seven Clear Days before the date on which it will resume.

13.5.5 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.

13.5.6 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.

#### 13.6 *Voting at general meetings*

13.6.1 Any decision other than one falling within clause 12.4 shall be taken by a simple majority of votes cast at the meeting (including proxy and postal votes). Every Member has one vote unless otherwise provided in the rights of a particular class of Membership under or by virtue of this Constitution. One parent of any Member aged under 17 may vote on the Member's behalf provided that the Member does not also vote. In such circumstances the parent may remain in the meeting if non-Members are excluded in accordance with clause 13.11.

13.6.2 No Member shall be entitled to vote at any general meeting unless all monies then payable by him or her to the CIO have been fully paid.

13.6.3 A resolution put to the vote of a meeting shall be decided on a show of hands, unless (before or on the declaration of the result of the show of hands) a Poll is duly demanded. A Poll may be demanded by the chair of the meeting or by at least 10% of the Members present in person or by proxy at the meeting.

13.6.4 A Poll demanded on the election of a person to chair the meeting or on a question of adjournment must be taken immediately. A Poll on any other matter shall be taken, and the result of the Poll shall be announced, in such manner as the chair of the meeting shall decide, provided that the Poll must be taken, and the result of the Poll announced, within 30 days of the demand for the Poll.

13.6.5 A Poll may be taken:

13.6.5.1 at the meeting at which it was demanded; or

13.6.5.2 at some other time and place specified by the chair of the meeting; or

13.6.5.3 through the use of postal or electronic communications.

13.6.6 In the event of an equality of votes, whether on a show of hands or on a Poll, the chair of the meeting shall have a second, or casting vote.

13.6.7 Any objection to the qualification of any voter must be raised at the meeting at which the vote is cast and the decision of the chair of the meeting shall be final.

### 13.7 *Proxy voting*

13.7.1 Any Member of the CIO may appoint another person as a proxy to exercise all or any of that Member's rights to attend, speak and vote at a general meeting of the CIO. Proxies must be appointed by a notice in writing (**Proxy Notice**) which:

13.7.1.1 states the name and address of the Member appointing the proxy;

13.7.1.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;

13.7.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the CIO may determine; and

13.7.1.4 is delivered to the CIO in accordance with the Constitution and any instructions contained in the notice of the general meeting to which they relate.

13.7.2 The CIO may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.

13.7.3 Proxy notices may (but do not have to) specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

13.7.4 Unless a Proxy Notice indicates otherwise, it must be treated as:

13.7.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

13.7.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

13.7.5 A Member who is entitled to attend, speak or vote (either on a show of hands or on a Poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the CIO by or on behalf of that Member.

- 13.7.6 An appointment under a Proxy Notice may be revoked by delivering to the CIO a notice in writing given by or on behalf of the Member by whom or on whose behalf the Proxy Notice was given.
- 13.7.7 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 13.7.8 If a Proxy Notice is not signed or authenticated by the Member appointing the proxy, it must be accompanied by written evidence that the person who signed or authenticated it on that Member's behalf had authority to do so.

### 13.8 *Postal Voting*

- 13.8.1 The CIO may, if the Trustees so decide, allow the Members to vote by post or electronic mail (**email**) to elect Trustees or to make a decision on any matter that is being decided at a general meeting of the Members.
- 13.8.2 The Trustees must appoint at least two persons independent of the CIO to serve as scrutineers to supervise the conduct of the postal email ballot and the counting of votes.
- 13.8.3 If postal and/or email voting is to be allowed on a matter, the CIO must send to Members of the CIO not less than 21 days before the deadline for receipt of votes cast in this way:
  - 13.8.3.1 a notice by email, if the Member has agreed to receive notices in this way under clause 24, including an explanation of the purpose of the vote and the voting procedure to be followed by the Member, and a voting form capable of being returned by email or post to the CIO, containing details of the resolution being put to a vote, or of the candidates for election, as applicable;
  - 13.8.3.2 a notice by post to all other Members, including a written explanation of the purpose of the postal vote and the voting procedure to be followed by the Member; and a postal voting form containing details of the resolution being put to a vote, or of the candidates for election, as applicable.
- 13.8.4 The voting procedure must require all forms returned by post to be in an envelope with the Member's name and signature, and nothing else, on the outside, inside another envelope addressed to 'The Scrutineers for [*name of the CIO*]' or similar, at the CIO's principal office or such other postal address as is specified in the voting procedure.
- 13.8.5 The voting procedure for votes cast by email must require the Member's name to be at the top of the email, and the email must be authenticated in the manner specified in the voting procedure.
- 13.8.6 Email votes must be returned to an email address used only for this purpose and must be accessed only by a scrutineer.
- 13.8.7 The voting procedure must specify the closing date and time for receipt of votes, and must state that any votes received after the closing date or not complying with the voting procedure will be invalid and not be counted.
- 13.8.8 The scrutineers must make a list of names of Members casting valid votes, and a separate list of Members casting votes which were invalid. These lists must be

provided to a Trustee or other person overseeing admission to, and voting at, the general meeting. A Member who has cast a valid postal or email vote must not vote at the meeting, and must not be counted in the quorum for any part of the meeting on which he, she or it has already cast a valid vote. A Member who has cast an invalid vote by post or email is allowed to vote at the meeting and counts towards the quorum.

13.8.9 For postal votes, the scrutineers must retain the internal envelopes (with the Member's name and signature).

13.8.10 For email votes, the scrutineers must cut off and retain any part of the email that includes the Member's name. In each case, a scrutineer must record on this evidence of the Member's name that the vote has been counted, or if the vote has been declared invalid, the reason for such declaration.

13.8.11 Votes cast by post or email must be counted by all the scrutineers before the meeting at which the vote is to be taken. The scrutineers must provide to the person chairing the meeting written confirmation of the number of valid votes received by post and email and the number of votes received which were invalid.

13.8.12 The scrutineers must not disclose the result of the postal email ballot until after votes taken by hand or by Poll at the meeting, or by Poll after the meeting, have been counted. Only at this point shall the scrutineers declare the result of the valid votes received, and these votes shall be included in the declaration of the result of the vote.

13.8.13 Following the final declaration of the result of the vote, the scrutineers must provide to a Trustee or other authorised person bundles containing the evidence of Members submitting valid postal votes; evidence of Members submitting valid email votes; evidence of invalid votes; the valid votes; and the invalid votes.

13.8.14 Any dispute about the conduct of a postal or email ballot must be referred initially to a panel set up by the Trustees, to consist of two Trustees and two persons independent of the CIO. If the dispute cannot be satisfactorily resolved by the panel, it must be referred to the Electoral Reform Society.

### 13.9 *Representation of organisations and corporate Members*

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

13.9.2 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 CIO.

### 13.10 *Adjournment of meetings*

The chair of the meeting 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.

### 13.11 *Attendance at meetings*

Non-Members may attend meetings at the discretion of the Trustees. Members may vote at any such meeting to exclude non-Members for all or part of the meeting for confidentiality or legal reasons or otherwise.

## 14. Trustees

### 14.1 *Functions and duties of Trustees*

The Trustees shall manage the affairs of the CIO and may for that purpose exercise all the powers of the CIO. It is the duty of each Trustee:

14.1.1 to exercise his or her powers and to perform his or her functions as a Trustee of the CIO in the way he or she decides in good faith would be most likely to further the purposes of the CIO; and

14.1.2 to exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to:

14.1.2.1 any special knowledge or experience that he or she has or holds himself or herself out as having; and

14.1.2.2 if he or she acts as a Trustee of the CIO 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.

14.1.3 to exercise independent judgement;

14.1.4 to act in good faith; and

14.1.5 to act prudently and safeguard the assets of the CIO.

Without prejudice to the foregoing provisions of this clause 14.1, the Trustees of the CIO 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 CIO are carried out in accordance with the rules and regulations of England Athletics and of any such competition or other constituent body for the time being in force.

### 14.2 *Eligibility for Trusteeship*

14.2.1 Every Trustee must be a natural person.

14.2.2 No one may be appointed as a Trustee:

14.2.2.1 unless he or she is a Member of the CIO;

14.2.2.2 if he or she is under the age of 18 years; or

14.2.2.3 if he or she would automatically cease to hold office under the provisions of clause 17.1.8.

14.2.3 No one is entitled to act as a Trustee whether on appointment or on any re-appointment until he or she has expressly acknowledged, in whatever way the Trustees decide, his or her acceptance of the office of Trustee.

### 14.3 *Number of Trustees*

14.3.1 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.

14.3.2 Subject to any resolution of the Members, the maximum number of Trustees shall be fifteen.

14.3.3 The Trustees shall comprise:

14.3.3.1 the President;

14.3.3.2 the Chair;

14.3.3.3 the Treasurer;

14.3.3.4 the Officers, being Trustees with specific portfolio responsibility (such as Endurance, Coaching, Track & Field, Young Athletes etc.); and

14.3.3.5 at least one other Trustee.

#### 14.4 *First Trustees*

The first Trustees of the CIO are:

14.4.1 Elizabeth Mary Holmes (President);

14.4.2 Neil Costello (Chair);

14.4.3 John Aston (Treasurer);

14.4.4 Keith Clarke;

14.4.5 Noel Moss (Vice Chair);

14.4.6 Valerie Norrell;

14.4.7 Ben Webster; and

14.4.8 Chris Hurcomb.

#### 14.5 *Subsequent Trustees*

Subsequent Trustees shall be appointed in accordance with the provisions of this Constitution.

### 15. **Appointment and Retirement of Trustees**

15.1 At every AGM of the Members of the CIO, all the Trustees shall (subject to reappointment) retire from office.

15.2 The vacancies so arising may be filled by the decision of the Members at the AGM; any vacancies not filled at the AGM may be filled as provided in clause 15.3.

15.3 The Members or the Trustees may at any time decide to appoint a new Trustee, whether in place of a Trustee who has retired or been removed in accordance with clause 17, or as an additional Trustee, provided that the limit specified in clause 14.3 on the number of Trustees would not as a result be exceeded.

## **16. Information for New Trustees**

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

- 16.1 a copy of this Constitution and any amendments made to it; and
- 16.2 a copy of the CIO's latest Trustees' annual report and statement of accounts.

## **17. Removal and Disqualification of Trustees**

- 17.1 A Trustee ceases to hold office if he or she:
  - 17.1.1 retires by notifying the CIO in writing (but only if enough Trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings);
  - 17.1.2 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;
  - 17.1.3 dies;
  - 17.1.4 becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
  - 17.1.5 is removed by the Members of the CIO in accordance with clause 17.2;
  - 17.1.6 is subject to a decision of England Athletics that such person be suspended or disqualified from holding office or from taking part in any sports activity relating to the administration or management of an athletics club;
  - 17.1.7 is deemed by HM Revenue & Customs not to be a fit and proper person to be a manager of a charity;
  - 17.1.8 is disqualified from acting as a Trustee by virtue of sections 178 to 180 of the Charities Act 2011.
- 17.2 A Trustee shall be removed from office if a resolution to remove that Trustee is proposed at a general meeting of the Members called for that purpose and properly convened in accordance with clause 13, and the resolution is passed by a two-thirds majority of votes cast at the meeting.
- 17.3 A resolution to remove a Trustee in accordance with clause 17.2 shall not take effect unless the individual concerned has been given at least 14 Clear Days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been given a reasonable opportunity of making oral and/or written representations to the Members of the CIO.

## **18. Reappointment of Trustees**

- 18.1 Any person who retires as a Trustee by rotation or by giving notice to the CIO is eligible for reappointment.
- 18.2 A Trustee who has served as Chair for five consecutive years may not be reappointed for a sixth consecutive year save that, in exceptional circumstances, the Members may resolve to disapply this restriction for a maximum of a further five years.

## **19. Taking of Decisions by Trustees**

Any decision may be taken either:

- 19.1 at a meeting of the Trustees; or
- 19.2 by resolution in writing or electronic form agreed by all of the Trustees entitled to vote on the matter, which may comprise either a single document or several documents containing the text of the resolution in like form to each of which one or more Trustees has signified their agreement.

## 20. **Delegation by Trustees**

### 20.1 *General*

20.1.1 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.

20.1.2 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:

20.1.2.1 a committee may consist of two or more persons, but at least one member of each committee must be a Trustee;

20.1.2.2 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

20.1.2.3 the Trustees shall from time to time review the arrangements which they have made for the delegation of their powers.

20.1.3 The Trustees may by power of attorney or otherwise appoint any person or persons to be the agent of the CIO for such purposes and on such terms as they may determine.

### 20.2 *Committees of Trustees*

20.2.1 In the case of delegation to any committee of Trustees:

20.2.1.1 the decision making the delegation shall specify those who shall serve or be asked to service on such committee save that the decision may allow the committee to make co-options up to a specified number;

20.2.1.2 the Trustees may determine the composition of any committee entirely at their own discretion provided that at least one of their number is a member of the committee;

20.2.1.3 the acts and proceedings of the committee must be reported regularly to the Trustees and any decision made by any committee must be reported promptly to the Trustees;

20.2.1.4 the Trustees may make such regulations and impose such terms and conditions and give such authorities to any committee as they may from time to time determine;

- 20.2.1.5 no committee shall knowingly incur expenditure or liability on behalf of the CIO unless authorised by the Trustees or in accordance with a budget approved by the Trustees;
- 20.2.1.6 the meetings and proceedings of any committee shall be governed by this Constitution regulating the meetings and proceedings of the Trustees insofar as they are applicable and are not superseded by any regulations made by the Trustees; and
- 20.2.1.7 the Trustees shall from time to time review the arrangements which they have made for the delegation of their powers to any committee.

### 20.3 *Delegation of management powers*

- 20.3.1 In the case of the delegation of the day-to-day management of the CIO to the chief executive or any other executive office holder (manager):
  - 20.3.1.1 the delegated power shall be to manage the CIO by implementing the strategy and policies adopted or approved by, and within the budget approved by, the Trustees and (insofar as is applicable) to advise the Trustees in relation to such strategy, policy and budget;
  - 20.3.1.2 the Trustees shall provide the manager with a description in writing of his or her role and the extent of his or her authority;
  - 20.3.1.3 the manager shall report regularly to the Trustees on the activities carried on in managing the CIO and provide them regularly with the management accounts sufficient to explain the CIO's financial position; and
  - 20.3.1.4 the Trustees shall regularly communicate their decisions in relation to the strategy, policies and budget to be implemented by the manager.

### 20.4 *Delegation of investment powers*

- 20.4.1 The Trustees may delegate the management of investments to a professional fund-manager provided that:
  - 20.4.1.1 the investment policy is set down in writing for the professional fund-manager by the Trustees;
  - 20.4.1.2 timely reports of all transactions are provided to the Trustees;
  - 20.4.1.3 the performance of the investments is reviewed regularly with the Trustees;
  - 20.4.1.4 the Trustees are entitled to cancel the delegation arrangement at any time;
  - 20.4.1.5 the investment policy and the delegation arrangements are reviewed regularly;
  - 20.4.1.6 all payments due to the professional fund-manager are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
  - 20.4.1.7 the professional fund-manager must not do anything outside the powers of the Trustees.

## 21. **Meetings and Proceedings of Trustees**

### 21.1 *Calling meetings*

21.1.1 Any Trustee may call a meeting of the Trustees.

21.1.2 Subject to clause 21.1.1, the Trustees shall decide how their meetings are to be called, and what notice is required.

### 21.2 *Chairing of meetings*

The Chair (or in the Chair's absence the Vice Chair) shall chair meetings of the Trustees. If no-one has been so appointed, or if the Chair and Vice Chair are unwilling to preside or are not present within ten minutes after the time of the meeting, the Trustees present may appoint one of their number to chair that meeting.

### 21.3 *Co-option*

The General Committee has the power to co-opt further Members to attend and speak at Trustee meetings. Co-opted Members have no voting rights at such meetings.

### 21.4 *Procedure at meetings*

21.4.1 No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken. The quorum is two Trustees, or one third of the total number of Trustees (rounded up), whichever is greater, 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.

21.4.2 Questions arising at a meeting shall be decided by a majority of those eligible to vote.

21.4.3 In the case of an equality of votes, the chair shall have a second or casting vote.

### 21.5 *Participation in meetings by electronic means*

21.5.1 A meeting may be held by suitable electronic means agreed by the Trustees in which each participant may communicate with all the other participants.

21.5.2 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.

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

## 22. **Saving Provisions**

22.1 Subject to clause 22.2, all decisions of the Trustees, or of a committee of Trustees, shall be valid notwithstanding the participation in any vote of a Trustee:

22.1.1 who was disqualified from holding office;

22.1.2 who had previously retired or who had been obliged by the Constitution to vacate office;

22.1.3 who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise;

if, without the vote of that Trustee and that Trustee being counted in the quorum, the decision has been made by a majority of the Trustees at a quorate meeting.

22.2 Clause 22.1 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 22.1, the resolution would have been void, or if the Trustee has not complied with clause 8.

## 23. **Execution of Documents**

23.1 The CIO shall execute documents by signature.

23.2 A document is validly executed by signature if it is signed by at least two of the Trustees save that one or more Trustees may be authorised, whether specifically or generally, to sign simple contracts on behalf of the CIO.

## 24. **Use of Electronic Communications**

### 24.1 *General*

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

24.1.1.1 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; and

24.1.1.2 any requirements to provide information to the Commission in a particular form or manner.

### 24.2 *To the CIO*

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

### 24.3 *By the CIO*

24.3.1 Any Member or Trustee of the CIO, by providing the CIO with his or her email address or similar, is taken to have agreed to receive communications from the CIO in electronic form at that address, unless the Member has indicated to the CIO his or her unwillingness to receive such communications in that form.

24.3.2 The Trustees may, subject to compliance with any legal requirements, by means of publication on its website:

24.3.2.1 provide the Members with the notice referred to in clause 13.3;

24.3.2.2 give Trustees notice of their meetings in accordance with clause 21.1; and

24.3.2.3 submit any proposal to the Members or Trustees for decision by written resolution or postal vote in accordance with the CIO's powers under clause 12, clause 13.8 or clause 19.2.

24.3.3 The Trustees must:

24.3.3.1 take reasonable steps to ensure that Members and Trustees are promptly notified of the publication of any such notice or proposal;

24.3.3.2 send any such notice or proposal in hard copy form to any Member or Trustee who has not consented to receive communications in electronic form.

## 25. **Keeping of Registers**

25.1 The CIO 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.

25.2 England Athletics shall be given access to the CIO's register of Members upon request.

## 26. **Minutes**

The Trustees must keep minutes of all:

26.1 appointments of officers made by the Trustees;

26.2 proceedings at general meetings of the CIO;

26.3 meetings of the Trustees and committees of Trustees including:

26.3.1 the names of the Trustees present at the meeting;

26.3.2 the decisions made at the meetings; and

26.3.3 where appropriate the reasons for the decisions;

26.4 decisions made by the Trustees otherwise than in meetings.

## 27. **Bank Accounts**

27.1 The CIO shall open and maintain one or more bank accounts in the name of the CIO.

27.2 The designated signatories shall be the President, the Secretary, the Treasurer and the Chair or any other person specifically nominated by the Trustees.

27.3 No sum shall be drawn from any of the CIO's bank accounts except by cheque signed by at least two of the designated signatories. The Trustees may make suitable alternative arrangements for the transfer of sums by electronic transfer.

27.4 All monies payable to the CIO shall be received by the Treasurer and deposited in the CIO's bank accounts without undue delay.

## 28. **Accounting, Reports, Records and Returns**

28.1 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 CIO, within ten months of the financial year end or such other date as is prescribed by law.

28.2 The CIO's financial year will be aligned with the standard UK fiscal year.

28.3 The Trustees must comply with their obligation to inform the Commission within 28 days of any change in the particulars of the CIO entered on the Central Register of Charities or by such other date as is prescribed by law.

28.4 The CIO may hold and process personal data only for the purposes for which such personal data was given to the CIO or otherwise as permitted by law. Each Member (and each associate member) shall be deemed to consent to such processing as a condition of Membership (or associate membership).

## 29. **Rules**

29.1 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 CIO, but such rules or bye laws must not be inconsistent with any provision of this Constitution. In particular such rules may regulate:

29.1.1 the admission and classification of Members and associate members of the CIO (including the admission of organisations to Membership and associate membership) and the rights and privileges of such Members and associate members and the conditions of Membership and associate membership and the terms on which Members and associate members may resign or have their Membership or associate membership terminated and the entrance fees, subscriptions and other fees or payments to be made by Members and associate members;

29.1.2 the conduct of Members and associate members of the CIO in relation to one another and to the CIO's officers or servants;

29.1.3 procedures for dealing with complaints and disciplinary matters made by, against or in relation to Members or associate members of the CIO;

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

29.1.5 the procedure at general meetings and meetings of the Trustees and committees of the Trustees insofar as such procedure is not regulated by this Constitution;

29.1.6 generally all such matters as are commonly the subject matter of club rules.

29.2 Copies of any such rules or bye laws currently in force must be made available to any Member of the CIO on request.

## 30. **Disputes**

30.1 Save as provided for in the rules and regulations of England Athletics and any applicable competition or other constituent body, the Trustees shall have the power to decide all questions and disputes arising in respect of any issue concerning this Constitution.

30.2 If a dispute arises between Members or Trustees of the CIO about the validity or propriety of anything done by the Members or Trustees 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.

## 31. **Amendment of the Constitution**

As provided by sections 224 to 227 of the Charities Act 2011:

- 31.1 this Constitution can only be amended:
- 31.1.1 by resolution agreed in writing by all Members of the CIO; or
  - 31.1.2 by a resolution passed by a 75% majority of votes cast at a general meeting of the Members of the CIO.
- 31.2 any alteration of clause 3, clause 33, this clause 31, or of any provision where the alteration would provide authorisation for any benefit to be obtained by Trustees or Members of the CIO or persons connected with them, requires the prior written consent of the Commission.
- 31.3 no amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid.
- 31.4 a copy of any resolution altering the Constitution, together with a copy of the CIO's Constitution as amended, must be sent to the Commission within fifteen 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.

## 32. **Status of this Constitution**

The provisions of this Constitution and any rules made under it shall be binding upon and between the Members of the CIO.

## 33. **Voluntary Winding Up or Dissolution**

- 33.1 As provided by the Dissolution Regulations, the CIO may be dissolved by resolution of its Members. Any decision by the Members to wind up or dissolve the CIO can only be made:
- 33.1.1 at a general meeting of the Members of the CIO called in accordance with clause 13, of which not less than 14 days' notice has been given to those eligible to attend and vote:
    - 33.1.1.1 by a resolution passed by a 75% majority of those voting, or
    - 33.1.1.2 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
  - 33.1.2 by a resolution agreed in writing by all Members of the CIO.
- 33.2 Subject to the payment of all the CIO's debts:
- 33.2.1 any resolution for the winding up of the CIO, or for the dissolution of the CIO without winding up, may contain a provision directing how any remaining assets of the CIO shall be applied;
  - 33.2.2 if the resolution does not contain such a provision, the Trustees must decide how any remaining assets of the CIO shall be applied; and
  - 33.2.3 in either case the remaining assets must be transferred to one or more local athletics charities with objects the same as or similar to the Objects of the CIO or otherwise be applied for charitable purposes the same as or similar to those of the CIO.
- 33.3 The CIO must observe the requirements of the Dissolution Regulations in applying to the Commission for the CIO to be removed from the Register of Charities, and in particular:

- 33.3.1 the Trustees must send with their application to the Commission:
- 33.3.1.1 a copy of the resolution passed by the Members of the CIO;
  - 33.3.1.2 a declaration by the Trustees that any debts and other liabilities of the CIO have been settled or otherwise provided for in full; and
  - 33.3.1.3 a statement by the Trustees setting out the way in which any property of the CIO has been or is to be applied prior to its dissolution in accordance with this Constitution;
- 33.3.2 the Trustees must ensure that a copy of the application is sent within seven days to every Member and employee of the CIO, and to any Trustee of the CIO who was not privy to the application.
- 33.4 If the CIO is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.
34. **Interpretation**
- 34.1 In this Constitution, unless the context requires otherwise:
- 34.1.1 **Chair** means the Trustee appointed as chair of the CIO from time to time;
  - 34.1.2 **charitable purpose** has the meaning given to it in section 2 of the Charities Act 2011;
  - 34.1.3 **charity** has the meaning given to it in section 1 of the Charities Act 2011;
  - 34.1.4 **CIO** means (subject to clause 7.4) the charitable incorporated organisation intended to be governed by this Constitution;
  - 34.1.5 **Clear Days** in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
  - 34.1.6 **Communications Provisions** means the communications provisions in Part 9 of the General Regulations;
  - 34.1.7 **Connected Person** means:
    - 34.1.7.1 child, parent, grandchild, grandparent, brother or sister of the Trustee;
    - 34.1.7.2 the spouse or civil partner of the Trustee or of any person falling within clause 34.1.7.1 above;
    - 34.1.7.3 a person carrying on business in partnership with the Trustee or with any person falling within clause 34.1.7.1 or 34.1.7.2 above;
    - 34.1.7.4 an institution which is controlled:
      - 34.1.7.4.1 by the Trustee or any Connected Person falling within clause 34.1.7.1, 34.1.7.2 or 34.1.7.3 above; or
      - 34.1.7.4.2 by two or more persons falling within clause 34.1.7.4.1 above, when taken together;
    - 34.1.7.5 a body corporate in which:

- 34.1.7.5.1 the Trustee or any Connected Person falling within clauses 34.1.7.1, 34.1.7.2 or 34.1.7.3 above has a substantial interest; or
- 34.1.7.5.2 two or more persons falling within clause 34.1.7.5.1 above who, when taken together, have a substantial interest.
- 34.1.8 **Constitution** means the constitution of the CIO;
- 34.1.9 **Dissolution Regulations** means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012 (as modified or re-enacted from time to time);
- 34.1.10 **England Athletics** means England Athletics Limited, a company limited by guarantee (company number: 05583713);
- 34.1.11 **General Regulations** means the Charitable Incorporated Organisations (General) Regulations 2012 (as modified or re-enacted from time to time);
- 34.1.12 **Member** means (subject to clause 9) a member of the CIO for the purposes of this Constitution and **Membership** shall be construed accordingly;
- 34.1.13 **Poll** means a counted vote or ballot, usually (but not necessarily) in writing;
- 34.1.14 **President** means the Trustee appointed as president of the CIO from time to time;
- 34.1.15 **Secretary** means the Trustee appointed as secretary of the CIO from time to time;
- 34.1.16 **Treasurer** means the Trustee appointed as treasurer of the CIO from time to time;
- 34.1.17 **Trustees** means the trustees of the CIO who shall be charity trustees as defined by Section 177 of the Charities Act 2011 (as modified or re-enacted from time to time) and **Trustee** shall be construed accordingly;
- 34.1.18 **Vice Chair** means the Trustee appointed as vice chair of the CIO from time to time;
- 34.1.19 **writing** and **written** includes the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.
- 34.2 Subject to clause 34.1 any reference in this Constitution to an enactment includes a reference to that enactment as re-enacted or modified from time to time by statute and to subordinate legislation made under it.
- 34.3 Words importing the masculine gender only shall include the feminine and neuter gender. Use of the singular includes the plural and vice versa.
- 34.4 Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 34.5 The provisions of this Constitution shall be interpreted as appropriate in accordance with the Charities Act 2011, the General Regulations and the Dissolution Regulations. In the event of any ambiguity or inconsistency between the Charities Act 2011, the General Regulations and the Dissolution Regulations and any provision of this Constitution, the Charities Act 2011, the General Regulations or the Dissolution Regulations (as the case may be) shall prevail.

34.6 The relevant model constitution prescribed by The Charities Act 2011 (Charitable Incorporated Organisations) (Constitutions) Regulations 2012 is hereby expressly excluded.

*This document is based on the relevant model constitution set out in The Charities Act 2011 (Charitable Incorporated Organisations) (Constitutions) Regulations 2012 and is subject to Crown copyright.*