

Appendix 5
Company Number: 07793096

The Companies Act 2006

Community Interest Company Limited by Guarantee

**Articles of Association
of
City of Sunderland Amateur Swimming Club C.I.C.**

Adopted by Special Resolution: 19th January 2025

The Companies Act 2006
Community Interest Company Limited by Guarantee
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SCHEDULE

The Companies Act 2006
Private Company Limited by Guarantee
Articles of Association
of
City of Sunderland Amateur Swimming Club

INTRODUCTION

The Company's name is City of Sunderland Amateur Swimming Club C.I.C (and hereinafter in this document it is called "the Company").

INTERPRETATION

1. Defined Terms

The interpretation of these Articles is governed by the provisions set out in the Schedule at end of the Articles.

COMMUNITY AND INTEREST COMPANY AND ASSET LOCK

2. Community Interest Company

The Company is to be a community interest company.

3. Asset Lock

- 3.1 The Company shall not transfer any of its assets other than for full consideration.
- 3.2 Provided the conditions in Article 3.3 are satisfied, Article 3.1 shall not apply to:
 - (a) the transfer of assets to any specified asset-locked body, or (with the consent of the Regulator) to any other asset-locked body; and
 - (b) the transfer of assets made for the benefit of the community other than by way of a transfer of assets into an asset-locked body.

- 3.3 The conditions are that the transfer of assets must comply with any restrictions on the transfer of assets for less than full consideration which may be set out elsewhere in the Memorandum or Articles of the Company.

4. Not for profit

The Company is not established or conducted for private gain: any surplus or assets are used principally for the benefit of the community.

OBJECTS, POWERS AND LIMITATION OF LIABILITY

5. Objects

The Objects of the Company are to carry on activities which benefit the community and in particular (without limitation):

- 5.1 to organise and provide facilities enabling participation in swimming and swimming related activities, including (but not limited to) competitive swimming, developmental swimming, swimming programmes for people with a disability, open water swimming, water polo, diving, and training (including gymnasium work), tuition in swimming and poolside roles such as timekeeping, marshalling and Judging, and all of the other facilities usually provided by a swimming club, for the benefit of the local community within the City of Sunderland (“the Region”) and in particular for those individuals who reside within reasonable travelling distance of the Sunderland Aquatic Centre;
- 5.2 to undertake such activities as described at article 5.1 above in order to provide various associated benefits to the community within the Region, including enhancing the wellbeing and physical fitness of the community and in so doing to engender a decline in incidences of disease and illness within the community;
- 5.3 to offer such activities as described at article 5.1 on the basis that every member of the community, regardless of race, ethnic background, age, ability, disability, gender and and/or such protected characteristics as are defined in the Equality Act 2010, should be treated equally within the context of each activity and with due respect to the differences of individuals and be able to avail themselves of the opportunity to benefit from the activities of the Company and the Company shall not apply nor endorse unlawful or unjustified discrimination and shall act in compliance with the protections afforded by the Equality Act 2010;
- 5.4 to encourage participation in the activities of the Company among the parents/guardians of younger swimmers;
- 5.5 to implement Swim England Equality Policy (as may be amended from time to time); and
- 5.6 to do anything which may be incidental or conducive to the above Objects.

6. Powers

To further its Objects the Company may do all such lawful things as may further the Company’s Objects or is conducive or incidental to doing so. In particular, in addition to any other powers it may have, the Company has the following powers:

- 6.1.1 coach and teach swimmers and athletes in the community through swimming, water polo, diving and other such activity programmes as may be appropriate from time to time;
- 6.1.2 promote the development and practice of swimming for its members and train and develop the coaches and teachers of these activities;

- 6.1.3 stimulate public opinion in favour of swimming as a life skill, important in contributing to general health and well-being in the community served by the Company;
- 6.1.4 to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- 6.1.5 to sell, lease or otherwise dispose of all or any part of the property belonging to the Company;
- 6.1.6 to borrow and raise money and to enter into any derivative arrangement relating to such borrowing, to charge the whole or any part of the property belonging to the Company as security for repayment of the money borrowed;
- 6.1.7 to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
- 6.1.8 to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;
- 6.1.9 to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charitable trusts, associations, institutions, societies, companies, social enterprises or voluntary bodies with similar charitable purposes;
- 6.1.10 in exchange for full consideration, to grant licences or make any disposition of the property or assets of the Company to a trading company formed and operated for a purpose of benefiting the Company, provided that the Company shall not undertake any permanent taxable trading activity and must comply with relevant statutory regulations. No licence or disposition shall be of such a nature or scope as to make improper or excessive use of the property or other assets of the Company for non-charitable purposes;
- 6.1.11 to lend and advance money or give credit on any terms and with or without security to any person, firm or company, including a trading company formed and operated in accordance with Article 6.1.11, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company;
- 6.1.12 to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
- 6.1.13 to employ and remunerate such staff as are necessary for carrying out the work of the Company. The Company may engage and remunerate a Director only to the extent it is permitted to do so by Article 7 and provided it complies with the conditions in that Article;
- 6.1.14 subject to Article 7, to grant pensions, allowances and gratuities to past or present officers or servants of the Company or to the dependants of such

persons and to establish and maintain or participate in trust funds or schemes (whether contributory or non-contributory) for providing pensions or other benefits for any such persons mentioned above;

6.1.15 to:

- (a) deposit or invest funds;
- (b) employ a professional fund manager; and
- (c) arrange for the investments or other property of the Company to be held in the name of a nominee.

6.1.16 to insure at the expense of the Company and arrange insurance cover for and to indemnify its officers, staff, voluntary workers and members from and against all such risks incurred in the course of their duties as may be thought fit and in relation to the Directors (or any of them) so far as is permitted by Article 6.1.19;

6.1.17 to provide indemnity insurance for the Directors of the Company in relation to any such liability;

6.1.18 to insure the Company and the Company's property against such risks as the Directors shall consider it prudent or necessary to insure against; and

6.1.19 to do all such other lawful things as are necessary for the achievement of the Objects.

7. Income and expenditure, including payment of Directors

- 7.1 The income and property of the Company shall be applied solely towards the promotion of the Objects.
- 7.2 A Director is entitled to be reimbursed from the property of the Company or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Company within the rules and limits of the Company's expenses policy.
- 7.3 A Director may receive an indemnity from the Company in the circumstances specified in Article 57.
- 7.4 A Director may not receive any other benefit or payment unless it is authorised by Articles 7.7 to 7.14.
- 7.5 Subject to Articles 7.7 to 7.14, none of the income or property of the Company may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Company. This does not prevent a member who is not also a Director receiving:
 - 7.5.1 a benefit from the Company in the capacity of a beneficiary of the Company;

7.5.2 reasonable and proper remuneration for any goods or services supplied to the Company.

7.6 No Director or connected person may:

- 7.6.1 buy any goods or services from the Company on terms preferential to those applicable to other members of the public;
- 7.6.2 sell goods, services or any interest in land;
- 7.6.3 be employed by or receive remuneration from the Company;
- 7.6.4 receive any other financial benefit from the Company unless the payment is permitted by Articles 7.9 to 7.13, or authorised by the Court.

7.7 A Director or connected person may receive a benefit from the Company in the capacity of a beneficiary of the Company provided that a majority of the Directors do not benefit in this way.

7.8 A Director 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 Company.

7.9 Subject to Article 7.14, a Director or connected person may provide the Company with goods that are not supplied in connection with services provided to the Company by the Director or connected person.

7.10 A Director or connected person may receive interest on money lent to the Company at a reasonable and proper rate which must be not more than the Bank of England base rate.

7.11 A Director or connected person may receive rent for premises let by the Director or connected person to the Company if the amount of the rent and the other terms of the lease are reasonable and proper and provided that the Director concerned shall withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.

7.12 A Director or connected person may take part in the normal trading and fundraising activities of the Company on the same terms as members of the public.

7.13 The Company and its Directors may only rely upon the authority provided by Article 7.10, if each of the following conditions is satisfied:

- 7.13.1 the amount or maximum amount of the payment for the goods is set out in an agreement in Writing between:
 - (a) the Company or its Directors (as the case may be); and

(b) the Director or connected person supplying the goods ("the supplier") under which the supplier is to supply the goods in question to or on behalf of the Company;

7.13.2 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;

7.13.3 the other Directors are satisfied that it is in the best interests of the Company to contract with the supplier rather than with someone who is not a Director or connected person. In reaching that decision the Directors must balance the advantage of contracting with a Director or connected person against the disadvantages of doing so;

7.13.4 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 Company;

7.13.5 the supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Directors is present at the meeting;

7.13.6 the reason for their decision is recorded by the Directors in the minutes; and

7.13.7 a majority of the Directors then in office are not in receipt of remuneration or payments authorised by Article 7.7 to 7.13.

7.14 In Articles 7.1 to 7.14 "Company" shall include any company in which the Company:

7.14.1 holds more than 50% of the shares; or

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

7.14.3 has the right to appoint one or more Directors to the board of the company.

7.15 In this Article 7 a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.

8. Liability of members

The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Company in the event of its being wound up while he or she is a member or within one year after he or she ceases to be a member, for:

8.1 payment of the Company's debts and liabilities contracted before he or she ceases to be a member;

8.2 payment of the costs, charges and expenses of winding up; and

8.3 adjustment of the rights of the contributories among themselves.

AFFILIATION TO SWIM ENGLAND

9. Affiliation to Swim England

9.1 The Company shall be affiliated to Swim England through the Swim England North East Region, shall adopt and conform to the rules of Swim England and to such other bodies as the Company may determine from time to time.

9.2 The business and affairs of the Company shall at all times be conducted in accordance with Swim England Regulations and in particular:

- 9.2.1 all competing members of the Company shall be eligible competitors as defined in Swim England Regulations;
- 9.2.2 the Company shall in accordance with Swim England Regulations adopt the Swim England Safeguarding Policy and Wavepower Procedures and shall recognise that the welfare of children is everyone's responsibility and that all children and young people have a right to have fun, be safe and be protected from harm; and
- 9.2.3 members of the Company shall in accordance with Swim England Regulations comply with Swim England Safeguarding Policy and Wavepower Procedures.

9.3 By virtue of the affiliation of the Company to Swim England through Swim England North East Region, the Company and all members of the Company acknowledge that they are subject to the laws, rules and constitutions for the time being in force of:

- 9.3.1 Northumberland and Durham Swimming Association;
- 9.3.2 Swim England North East Region;
- 9.3.3 Swim England (including, without limitation, Swim England Handbook and Code of Ethics);
- 9.3.4 Aquatics GB (British Swimming) (including, without limitation, the British Swimming Anti-Doping Rules and British Swimming Judicial Code);
- 9.3.5 European Aquatics (LEN), the European governing body for the aquatic sports; and
- 9.3.6 World Aquatics (WA), the World governing body for the aquatic sports; (together "the Governing Body Rules").

9.4 In the event that there shall be any conflict between any of these Articles, or by-law of the Company, any of the Governing Body Rules and the provisions of the Companies Act then the provisions of the Companies Act shall prevail.

DIRECTORS

APPOINTMENT

- 10.1 No one shall be appointed as a Director if they would be disqualified from acting under the provisions of Article 28.
- 10.2 The number of Directors of the Company shall be not less than three nor more than six.
- 10.3 Three of the Directors shall be appointed to one of the following roles by resolution of the board of Directors: Chair; Vice Chair and Treasurer. The board of directors shall from time to time determine the administrative and managerial responsibilities attached to each such role, any significant changes will be communicated to members at the AGM.
- 10.4 All Directors shall be not less than 18 years of age.
- 10.5 The names of all Directors shall be announced annually at the AGM. Retiring Directors shall be eligible for re-election.
- 10.6 No person may be appointed a Director:
 - 10.6.1 Unless the proposed Director is independent and has been approved by a majority decision of the Directors. This approval must follow the submission of an expression of interest and/or a statement outlining their relevant experience and suitability, as well as their attendance at a meeting with the Chair and/or Director(s) to assess their suitability. Factors considered will include, among others, welfare issues and any relationships with existing Directors; or
 - 10.6.2 The appointment of a Director cannot be communicated at any general meeting unless:
 - (i) The proposed Director has been approved through the process outlined in 10.6.1, with the decision documented in the meeting minutes of the relevant Director/Board meeting;
 - (ii) The appointment was made no less than fourteen clear days before the date of the AGM, and the Company has informed members in advance of the intent to appoint a Director;
 - (iii) The AGM includes details confirming that, if appointed, the Company has filed the relevant documentation with Companies House;
 - (iv) The person appointed has signed a statement indicating their willingness to accept the position; and
 - (v) The requirements in Article 10.5 have been met, unless the Directors unanimously decide to waive these requirements.

- 10.7 Subject to Article 10.5, the Company shall by ordinary resolution appoint a person who is willing to act to be a Director.
- 10.8 Subject to Article 10.5, the Directors may appoint a person who is willing to act to be a Director should a vacancy occur during the year by resignation or otherwise.
- 10.9 The appointment of a Director by the other Directors, must not cause the number of Directors to exceed any number fixed as the maximum number of Directors.

DIRECTORS' POWERS AND RESPONSIBILITIES

11 Directors' general authority

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

12 Members' reserve power

- 12.1 The members may, by special resolution, direct the Directors to take, or refrain from taking, specific action.
- 12.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

13 Chair

The Directors may appoint one of their number to be the chair of the committee for such term of office as they determine and may at any time remove him or her from office.

14 Directors may delegate

- 14.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:
 - 14.1.1 to such person or committee;
 - 14.1.2 by such means (including by power of attorney);
 - 14.1.3 to such an extent;
 - 14.1.4 in relation to such matters or territories; and
 - 14.1.5 on such terms and conditions;as they think fit.
- 14.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.

14.3 The terms of reference of a committee may include conditions imposed by the directors, including that:

14.3.1 the relevant powers are to be exercised exclusively by the committee to whom the directors delegate;

14.3.2 no expenditure or liability may be incurred on behalf of the Company except where approved by the directors or in accordance with a budget previously agreed by the directors.

14.4 Persons who are not directors may be appointed as members of a committee, subject to the approval of the directors.

14.5 Every committee shall act in accordance with the terms of reference on which powers or functions are delegated to it and, subject to that, committees shall follow procedures which are based far as they are applicable on those provisions of the articles which govern the taking of decision by directors.

14.6 The terms of any delegation to a committee shall be recorded in the minutes.

14.7 The directors may revoke or alter a delegation.

14.8 All acts and proceedings of any committees must be fully and promptly reported to the directors.

14.9 The Company shall have a Welfare Officer(s) who shall not be related to or in personal relationship with any of the Directors, Chair, or coach, any of the club teachers, coaches or team managers. The Welfare Officer(s) must be not less than 18 years of age, should have an appropriate background for the role and should be prepared to undertake appropriate training in accordance with Swim England Safeguarding courses. The Directors shall have the power to invite the Welfare Officer(s) to attend meetings of the board without a power to vote.

14.10 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

15 Committees

15.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.

15.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

15.3 Filling the position of Secretary, or any other committee role, will follow a standard and transparent process:

- The vacancy will be advertised to the entire Club, inviting expressions of interest.
- Interested individuals must submit their expressions of interest within the specified deadline.

- Once the deadline has passed, the Chair, Director, or a designated representative will review the submissions and meet with the interested parties to assess their suitability for the role.
- Following this assessment, a recommendation will be made to the Chair, Director, Board, or another appropriate decision-making authority.
- The final decision will be communicated to the entire Club.

16 Ceremonial positions and Honorary Members

The Directors may elect any person as an honorary member of the Company (President, Vice- Presidents, Honorary Life Vice- President or other), for such period as they think fit and persons holding such positions shall be entitled to all the privileges of membership except that they shall not be entitled to vote at meetings and serve as Directors unless they fulfil the criteria set for such positions in these Articles and any such person is elected as an honorary member in addition to his or her ordinary membership of the Company. Such honorary members must be included in the Company's register of members.

DECISION-MAKING BY DIRECTORS

17 Directors to take decisions collectively

Any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 23.

18 Calling a Directors' meeting

- Two Directors may (and the Secretary, if any, must at the request of two Directors) call a Directors' meeting.
- A Directors' meeting must be called by at least seven Clear Days' notice unless either:
 - all the Directors agree; or
 - urgent circumstances require shorter notice.
- Notice of Directors' meetings must be given to each Director.
- Every notice calling a Directors' meeting must specify:
 - the place, day and time of the meeting; and
 - if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- Notice of Directors' meetings need not be in Writing.
- Notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.

19 Participation in Directors' meetings

- 19.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
 - 19.1.1 the meeting has been called and takes place in accordance with the Articles; and
 - 19.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

- 19.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 19.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

20 Quorum for Directors' meetings

- 20.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 20.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two, and unless otherwise fixed it is two.
- 20.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:
 - 20.3.1 to appoint further Directors; or
 - 20.3.2 to call a general meeting so as to enable the members to appoint further Directors.

21 Chairing of Directors' meetings

The Chair, if any, or in his or her absence another Director nominated by the Directors present shall preside as chair of each Directors' meeting.

22 Decision making at a meeting

- 22.1 Questions arising at a Directors' meeting shall be decided by a majority of votes.
- 22.2 In all proceedings of Directors each Director must not have more than one vote.
- 22.3 In case of an equality of votes, the Chair shall have a second or casting vote.

23 Decisions without a meeting

- 23.1 The Directors may take a unanimous decision without a Directors' meeting by indicating to each other by any means, including without limitation by Electronic Means, that they share a common view on a matter. Such a decision may, but

need not, take the form of a resolution in Writing, copies of which have been signed by each Director or to which each Director has otherwise indicated agreement in Writing.

23.2 A decision which is made in accordance with Article 23.1 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:

23.2.1 approval from each Director must be received by one person being either such person as all the Directors have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Directors;

23.2.2 following receipt of responses from all of the Directors, the Recipient must communicate to all of the Directors by any means whether the resolution has been formally approved by the Directors in accordance with this Article 23.2;

23.2.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval;

23.2.4 the Recipient must prepare a minute of the decision in accordance with Article 54.

24 Conflicts of interest

24.1 Whenever a Director finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Directors unless, or except to the extent that, the other Directors are or ought reasonably to be aware of it already.

24.2 If any question arises as to whether a Director has a Conflict of Interest, the question shall be decided by a majority decision of the other Directors.

24.3 Whenever a matter is to be discussed at a meeting or decided in accordance with Article 23 and a Director has a Conflict of Interest in respect of that matter then, subject to Article 25, he or she must:

24.3.1 remain only for such part of the meeting as in the view of the other Directors is necessary to inform the debate;

24.3.2 not be counted in the quorum for that part of the meeting; and

24.3.3 withdraw during the vote and have no vote on the matter.

24.4 When a Director has a Conflict of Interest which he or she has declared to the Directors, he or she shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her.

25 Directors' power to authorise a conflict of interest

25.1 The Directors have power to authorise a Director to be in a position of Conflict of Interest provided:

25.1.1 in relation to the decision to authorise a Conflict of Interest, the conflicted Director must comply with Article 24.3;

25.1.2 in authorising a Conflict of Interest, the Directors can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of doubt, they can decide that the Director with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum;

25.1.3 the decision to authorise a Conflict of Interest can impose such terms as the Directors think fit and is subject always to their right to vary or terminate the authorisation; and

25.1.4 If a matter, or office, employment or position, has been authorised by the Directors in accordance with Article 25.1 then, even if he or she has been authorised to remain at the meeting by the other Directors, the Director may absent himself or herself from meetings of the Directors at which anything relating to that matter, or that office, employment or position, will or may be discussed.

25.2 A Director shall not be accountable to the Company for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Directors in accordance with Article 25.1 (subject to any limits or conditions to which such approval was subject).

26 Register of Directors' interests

The Directors shall cause a register of Directors' interests to be kept. A Director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared.

APPOINTMENT AND RETIREMENT OF DIRECTORS

27 Methods of appointing directors

27.1 Those persons notified to the Registrar of Companies as the first Directors of the Company shall be the first Directors.

27.2 Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director:

27.2.1 by ordinary resolution; or

27.2.2 by a decision of the Directors.

27.3 In any case where, as a result of death, the Company has no members and no Directors, the personal representatives of the last member to have died have the right, by notice in Writing, to appoint a person to be a member.

27.4 For the purposes of Article 27.3, where two or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member.

28 Termination of Director's appointment

28.1 A person ceases to be a Director as soon as:

28.1.1 that person ceases to be a Director by virtue of any provision of the Companies Acts, or is prohibited from being a Director by law;

28.1.2 a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

28.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;

28.1.4 in the written opinion, given to the Company, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a Director and may remain so for more than three months and the Directors reasonably believe he or she is suffering from mental disorder and incapable of acting and they resolve that he or she be removed from office,

28.1.5 notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least two Directors will remain in office when such resignation has taken effect);

28.1.6 is absent without the permission of the Directors from three consecutive meetings of the Directors and the Directors resolve that the Director be removed for this reason; or

28.1.7 at a general meeting of the Company, where it is communicated that the Director is to be removed from office.

29 Directors' expenses

29.1 The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:

29.1.1 meetings of Directors or committees of Directors;

29.1.2 general meetings; or

29.1.3 separate meetings of any class of members or of the holders of any debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

30 Becoming a member

- 30.1 The subscribers to the Memorandum are the first members of the Company.
- 30.2 Such other persons as are admitted to membership in accordance with the Articles shall be members of the Company.
- 30.3 No person shall be admitted a member of the Company unless he or she is approved by the Directors.
- 30.4 Membership of the Company, by category, or in total, may not be limited other than by decision of the Directors whose decision shall be determined by the availability of resources (principally water time), teachers and/or coaches and published criteria.
- 30.5 Every person who wishes to become a member shall deliver to the Company an application for membership in such form (and containing such information) as the Directors require and executed by him or her.
- 30.6 The Company will keep a register of members.
- 30.7 All persons who assist in any way with the Company's activities shall become members of the Company and hence of Swim England and the relevant Swim England Membership Fee shall be paid accordingly. Assisting with the Company's activities shall include, but not be restricted to, administrators, associate members, voluntary instructors, teachers and coaches, Directors, helpers, honorary members, life members, officers, patrons, Presidents, technical and non-technical officials, temporary members, Vice Presidents and verifiers or tutors of Swim England's educational certificates.
- 30.8 Paid instructors, teachers and coaches who are not members of the Company must be members of a body which accepts that its members are bound by Swim England's Code of Ethics, Swim England Child Safeguarding Policy and Wavepower Procedures and those parts of Swim England's Judicial Regulations and procedures necessary for their implementation and whilst engaged in activities under the jurisdiction of Swim England shall be subject to all the constraints and privileges of the Judicial Regulations.
- 30.9 Any person who wishes to become a member of the Company must submit an electronically signed application form which will be submitted to the Membership Team (and in the case of a member (under the age of 18) the application must be signed by the swimmer's parent). Election to membership

shall be at the discretion of the Directors, which privilege may be delegated to the committee and other person(s) authorised by the Directors may make recommendation as to the applicant's acceptability. The Directors shall not be required to give reasons for the refusal of any application for membership.

30.10 In its consideration of applications for membership, the Company shall not act in a discriminatory manner and in particular, shall adhere to the Equality Act 2010. Accordingly, the Company shall not refuse membership on the basis of a Protected Characteristic as defined in the Equality Act 2010, such as disability; gender or gender identity; pregnancy; race; religion or belief; or sexual orientation. Neither may refusal be made on the grounds of political persuasion.

30.11 The membership of the Company shall consist of:

- 30.11.1 the Directors for the time being. Members in this category have voting rights;
- 30.11.2 ordinary members - swimming members who are 16 years of age or over. Members in this category have voting rights;
- 30.11.3 all members of the teaching and coaching staff who are members of Swim England. Members in this category have voting rights;
- 30.11.4 junior members - swimming members who are under 16 years of age. Members in this category do not have voting rights;
- 30.11.5 any honorary members who become members of the Company in accordance with Article 16.1. Members in this category do not have voting rights; and
- 30.11.6 all other individuals who wish to become a member of the Company and are accepted in accordance with the provisions of this Article 31.

30.12 Membership shall not be transferable.

30.13 Each member must acknowledge that these Articles constitute a legally binding contract to regulate the relationship of the members with each other and the Company. The following statement shall appear on Company membership forms to be signed by the member and also countersigned by the parent:

"I acknowledge receipt of rules of City of Sunderland Amateur Swimming Club CIC and confirm my understanding and acceptance that such rules (as amended from time to time) shall govern my membership. I further acknowledge and accept the responsibilities of membership upon members as set out in these rules.

31 Subscription and other fees

- 31.1 The annual member's subscription and training fees (as applicable) shall be determined from time to time by the Directors and the Directors shall in so doing make special provision for different classes of membership as it shall determine.
- 31.2 The annual subscription, Swim England membership fees and entrance/gala fees (if any) and any other applicable joining fees shall be due on joining the Company and thereafter on such dates as determined by Swim England for membership fees or the Company as determined by the Directors. Parents of junior members shall be responsible for the fees applicable to the junior member.
- 31.3 Any member whose annual membership fees remain unpaid by the renewal due date will be suspended from participating in swimming and competitive activities until payment is received and the membership renewal process is completed and filed with Swim England. Similarly, any member whose monthly fees remain unpaid 30 days after the due date may also be suspended from all swimming and competitive activities until the outstanding payment is made.
- 31.4 The Directors shall, from time to time, have the power to determine the annual membership subscription and other fees. This shall include the power to make such increase in the subscription as shall, where the Company pays the individual Swim England Membership Fees to Swim England on behalf of members, be consequential upon an increase in individual Swim England Membership Fees. Any increase in subscriptions shall be advised to the members in Writing with the reasons for any increase to be reported to the members.
- 31.5 The Directors shall have the power in special circumstances to remit the whole or part of the fees, including Swim England's membership fees, to address issues of social inclusion.

32 Termination of membership

- 32.1 Membership is not transferable to anyone else.
- 32.2 Membership is terminated if:
 - 32.2.1 the member dies or ceases to exist;
 - 32.2.2 otherwise in accordance with the Articles;
 - 32.2.3 It is resolved that the member be expelled on the ground that his or her continued membership is harmful to or is likely to become harmful to the interests of the Company, in accordance with Article 33 below.
 - 32.2.4 the member gives to the Membership Secretary written notice of his or her resignation unless, after the resignation, there would be fewer than two members;

32.2.5 a member's applicable subscription fees are more than two months in arrears. The period for determining arrears shall commence from the date of the relevant subscription invoice, or the start of any club term, whichever is the later. Where the membership of a member shall be terminated in this way, he or she shall be informed in Writing that he or she is no longer a member.

- 32.3 No member of the Company is entitled to any refund of applicable fees on ceasing to be a member for any reason.
- 32.4 The Swim England Membership Department shall be informed should a member resign when still owing money or goods to the Company.

33 Expulsion or other disciplinary action

- 33.1 Subject to other provisions of these Articles, the Directors, shall have power to permanently expel a member when, in their opinion, it would not be in the interests of the Company for him to remain a member. The Company in exercising this power shall comply with the provisions of Articles 33.2 to 33.4 below.
- 33.2 The Company shall comply with Swim England's relevant Judicial Regulations for handling internal disputes (the "Guidelines") as the same may be revised from time to time. A copy of the Guidelines may be obtained from Swim England's website, Swim England's Handbook or from Swim England's Legal Department.
- 33.3 Where a member is expelled by the Directors under Article 33.1, the resolution removing the member may only be passed if:
 - 33.3.1 the member has been given at least twenty-one days' notice in Writing of the meeting of the Directors at which the resolution will be proposed and the reasons why it is to be proposed; and
 - 33.3.2 the member or, at the option of the member, the member's representative (who need not be a member of the Company) has been allowed to make representations to the meeting.
- 33.4 A member may not be permanently expelled unless the member has first been temporarily suspended by the Directors (save in exceptional circumstances where immediate expulsion is warranted) and the Directors shall by majority vote in favour of the expulsion of the member.
- 33.5 Where suspension is approved it shall take immediate effect and apply for the period specified. If expulsion is approved the individual shall cease to be a member of the Company with immediate effect. Upon expulsion the former member shall not be entitled to have any part of the annual membership fee refunded and must return any Company or external body's trophy or trophies held forthwith. In exercising this power, the Company is required to comply with the provision of Articles 33.1 to 33.4.

- 33.6 Any Director may temporarily suspend or exclude a member from particular training sessions and/or wider club activities, when in their opinion, such action is in the interests of the Company. Where such action is taken the complaint will thereafter be dealt with in accordance with Swim England Regulations and the provisions of these Articles. Coaches may temporarily suspend members from sessions in accordance with the Company's code of conduct where in their reasonable opinion such action is in the interests of the Company.
- 33.7 The Company shall comply with and recognise any temporary or specified term suspension imposed on a member of the Company by Swim England in accordance with Swim England Regulations.

ORGANISATION OF ANNUAL AND GENERAL MEETINGS

34 Annual general meeting

- 34.1 The annual general meeting of the Company shall be held each year on a date fixed for that purpose by the Directors. The minimum period of notice required to hold an annual general meeting of the Company is 14 Clear Days.
- 34.2 The purpose of the annual general meeting is to transact the following business:
 - 34.2.1 to receive the Chair's report of the activities of the Company during the previous year;
 - 34.2.2 to receive and consider the accounts of the Company for the previous year and the report on the accounts of the independent examiner and the Treasurer's report as to the financial position of the Company;
 - 34.2.3 to elect or re-elect Directors as contemplated in Article 10.5;
 - 34.2.4 to decide on any resolution which may be duly submitted in accordance with these Articles.

35 General meetings

- 35.1 The Directors may regulate their proceedings as they think fit, subject to the provisions of the Articles.
- 35.2 Director meetings shall be held not less than quarterly (save where the Directors shall by a simple majority resolve not to meet) and any Director may call a meeting of the Directors. The Secretary, if any, must call a meeting of the Directors if requested to do so by a Director. The Director or Secretary calling the meeting shall give all the Directors not less than two days' notice of a meeting.
- 35.3 A meeting may be held by suitable Electronic Means agreed by the Directors in which each participant may communicate with all the other participants.
- 35.4 The Directors may call a general meeting at any time.

- 35.5 The Directors must call a general meeting if required to do so by the members under the Companies Acts and/or on request made in Writing by members who represent at least five per cent of eligible voting members having a right to vote at general meetings.
- 35.6 A request by the members must state the general nature of the business to be dealt with at the meeting and must include the text of a resolution that may properly be moved and is intended to be moved at the meeting. A request may be in Hard Copy Form or in Electronic Form and must be authenticated by the person or persons making it.

36 Length of notice

- 36.1 All general meetings must be called by either:

- 36.1.1 at least 14 Clear Days' notice; or

- 36.1.2 shorter notice if it is so agreed by a majority of the members having a right to attend and vote at that meeting. Any such majority must together represent at least 90% of the total voting rights at that meeting of all the members.

37 Contents of notice

- 37.1 Every notice calling a general meeting must specify the place, day and time of the meeting, whether it is a general or an annual general meeting, and the general nature of the business to be transacted.
- 37.2 If a special resolution is to be proposed, the notice must include the proposed resolution and specify that it is proposed as a special resolution.
- 37.3 In every notice calling a meeting of the Company there must appear with reasonable prominence a statement informing the member of his or her rights to appoint another person as his or her proxy at a general meeting.

38 Service of notice

- 38.1 Notice of general meetings must be given to every member and to the Directors of the Company.
- 38.2 The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Company.
- 38.3 The Secretary shall personally be responsible for the sending to each member at his or her last known email address a written agenda giving notice of the date, time and place of the general meeting together with the resolutions to be proposed thereat and in the case of the annual general meeting a list of the nominees for the Directors' posts and a copy of the examined accounts.

39 Attendance and speaking at general meetings

- 39.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 39.2 A person is able to exercise the right to vote at a general meeting when:
 - 39.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - 39.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 39.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 39.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 39.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

40 Quorum for general meetings

- 40.1 No business (other than the appointment of the chair of the meeting) may be transacted at any general meeting unless a quorum is present.
- 40.2 Two persons entitled to vote on the business to be transacted (each being a member, a proxy for a member or a duly Authorised Representative of a member); or 10% of the total membership (represented in person or by proxy), whichever is greater, shall be a quorum.
- 40.3 If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

41 Chairing general meetings

- 41.1 The Chair (if any) or in his or her absence some other Director nominated by the Directors will preside as chair of every general meeting.
- 41.2 If neither the Chair nor such other Director nominated in accordance with Article 41.1 (if any) is present within fifteen minutes after the time appointed for

holding the meeting and willing to act, the Directors present shall elect one of their number to chair the meeting and, if there is only one Director present and willing to act, he or she shall be chair of the meeting.

41.3 If no Director is willing to act as chair of the meeting, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the members present in person or by proxy and entitled to vote must choose one of their number to be chair of the meeting, save that a proxy holder who is not a member entitled to vote shall not be entitled to be appointed chair of the meeting.

42 Attendance and speaking by Directors and non-members

42.1 A Director may, even if not a member, attend and speak at any general meeting.

42.2 The chair of the meeting may permit other persons who are not members of the Company to attend and speak at a general meeting.

43 Adjournment

43.1 The chair of the meeting may adjourn a general meeting at which a quorum is present if:

43.1.1 the meeting consents to an adjournment; or

43.1.2 it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

43.2 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.

43.3 When adjourning a general meeting, the chair of the meeting must:

43.3.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and

43.3.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

43.4 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven Clear Days' notice of it:

43.4.1 to the same persons to whom notice of the Company's general meetings is required to be given; and

43.4.2 containing the same information which such notice is required to contain.

43.5 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

44 Voting: general

- 44.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.
- 44.2 A person who is not a member of the Company shall not have any right to vote at a general meeting of the Company; but this is without prejudice to any right to vote on a resolution affecting the rights attached to a class of the Company's debentures.
- 44.3 Article 44.2 shall not prevent a person who is a proxy for a member or a duly Authorised Representative from voting at a general meeting of the Company.

45 Votes

- 45.1 On a vote on a resolution on a show of hands at a meeting every person present in person (whether a member, proxy or Authorised Representative of a member) and entitled to vote shall have a maximum of one vote.
- 45.2 On a vote on a resolution on a poll at a meeting every member present in person or by proxy or Authorised Representative shall have one vote.
- 45.3 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall be entitled to a casting vote in addition to any other vote he or she may have.
- 45.4 No member shall be entitled to vote at any general meeting unless all monies presently payable by him, her or it to the Company have been paid.
- 45.5 The following provisions apply to any organisation that is a member ("a Member Organisation"):
 - 45.5.1 a Member Organisation may nominate any individual to act as its representative (an "Authorised Representative") at any meeting of the Company;
 - 45.5.2 the Member Organisation must give notice in Writing to the Company of the name of its Authorised Representative. The Authorised Representative will not be entitled to represent the Member Organisation at any meeting of the Company unless such notice has been received by the Company. The Authorised Representative may continue to represent the Member Organisation until notice in Writing is received by the Company to the contrary;
 - 45.5.3 a Member Organisation may appoint an Authorised Representative to represent it at a particular meeting of the Company or at all meetings of the Company until notice in Writing to the contrary is received by the Company;
 - 45.5.4 any notice in Writing received by the Company shall be conclusive evidence of the Authorised Representative's authority to represent the Member Organisation or that his or her authority has been revoked. The Company shall

not be required to consider whether the Authorised Representative has been properly appointed by the Member Organisation;

45.5.5 an individual appointed by a Member Organisation to act as its Authorised Representative is entitled to exercise (on behalf of the Member Organisation) the same powers as the Member Organisation could exercise if it were an individual member;

45.5.6 on a vote on a resolution at a meeting of the Company, the Authorised Representative has the same voting rights as the Member Organisation would be entitled to if it was an individual member present in person at the meeting; and

45.5.7 the power to appoint an Authorised Representative under this Article 45.5 is without prejudice to any rights which the Member Organisation has under the Companies Acts and the Articles to appoint a proxy or a corporate representative.

46 Poll votes

46.1 A poll on a resolution may be demanded:

46.1.1 in advance of the general meeting where it is to be put to the vote; or

46.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

46.2 A poll may be demanded by:

46.2.1 the chair of the meeting;

46.2.2 the Directors;

46.2.3 two or more persons having the right to vote on the resolution;

46.2.4 any person, who, by virtue of being appointed proxy for one or more members having the right to vote at the meeting, holds two or more votes; or

46.2.5 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.

46.3 A demand for a poll may be withdrawn if:

46.3.1 the poll has not yet been taken; and

46.3.2 the chair of the meeting consents to the withdrawal.

46.4 Polls must be taken immediately and in such manner as the chair of the meeting directs.

47 Errors and disputes

- 47.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 47.2 Any such objection must be referred to the chair of the meeting whose decision is final.

48 Content of proxy notices

- 48.1 Proxies may only validly be appointed by a notice in Writing (a "Proxy Notice") which:
 - 48.1.1 states the name and address of the member appointing the proxy;
 - 48.1.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - 48.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - 48.1.4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- 48.2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 48.3 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 48.4 Unless a Proxy Notice indicates otherwise, it must be treated as:
 - 48.4.1 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
 - 48.4.2 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.

49 Delivery of proxy notices

- 49.1 A person 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 Company by or on behalf of that person.
- 49.2 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.

49.3 A notice revoking the appointment of a proxy only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

50 Amendments to resolutions

50.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

50.1.1 notice of the proposed amendment is given to the Company in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine); and

50.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.

50.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

50.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

50.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

50.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

WRITTEN RESOLUTIONS

51 Written resolutions

51.1 Subject to Article 51.3, a written resolution of the Company passed in accordance with this Article 51 shall have effect as if passed by the Company in general meeting:

51.1.1 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible members.

51.1.2 A written resolution is passed as a special resolution if it is passed by members representing not less than 75% of the total voting rights of eligible members. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.

51.2 In relation to a resolution proposed as a written resolution of the Company the eligible members are the members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.

51.3 A members' resolution under the Companies Acts removing a Director or an auditor before the expiration of his or her term of office may not be passed as a written resolution.

51.4 A copy of the written resolution must be sent to every member together with a statement informing the member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written notices shall be sent to the Company's auditors in accordance with the Companies Acts.

51.5 A member signifies their agreement to a proposed written resolution when the Company receives from him or her an authenticated Document identifying the resolution to which it relates and indicating his or her agreement to the resolution:

51.5.1 If the Document is sent to the Company in Hard Copy Form, it is authenticated if it bears the member's signature.

51.5.2 If the Document is sent to the Company by Electronic Means, it is authenticated if it bears the member's signature or if the identity of the member is confirmed in a manner agreed by the Directors or if it is accompanied by a statement of the identity of the member and the Company has no reason to doubt the truth of that statement or if it is from an email Address notified by the member to the Company for the purposes of receiving Documents or information by Electronic Means.

51.6 A written resolution is passed when the required majority of eligible members have signified their agreement to it.

51.7 A proposed written resolution lapses if it is not passed within 28 days beginning with the Circulation Date.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

52 Means of communication to be used

52.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

52.2 Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or Documents for the time being.

52.3 The Company may give any notice to a member either:

52.3.1 personally; or

52.3.2 by sending it by post in a prepaid envelope addressed to the member at his or her address; or

52.3.3 by leaving it at the address of the member; or

52.3.4 by giving it in Electronic Form to the member's address; or using suitable electronic delivery platform.

52.4 A member who does not register an address with the Company or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Company.

52.5 A member present in person at any meeting of the Company shall be deemed to have received notice of the meeting and of the purposes for which it was called.

52.6 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.

52.7 Proof that an Electronic Form of notice was given shall be conclusive where the Company can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Companies Act.

52.8 In accordance with section 1147 of the Companies Act notice shall be deemed to be given:

- 52.8.1 48 hours after the envelope containing it was posted; or
- 52.8.2 in the case of an Electronic Form of communication, 48 hours after it was sent.

52.9 In processing or controlling any personal data the Company shall comply with Applicable Data Protection Law, including as regards the appointment of a data protection officer.

52.10 A Director may agree with the Company that notices or Documents sent to that Director in a particular way are to be deemed to have been received within an agreed time of their being sent, and for the agreed time to be less than 48 hours.

53 Irregularities

53.1 The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not referred to in the notice unless a provision of the Companies Acts specifies that such informality, irregularity or want of qualification shall invalidate it.

54 Minutes

54.1 The Directors must cause minutes to be made in books kept for the purpose:

- 54.1.1 of all appointments of officers made by the Directors;
- 54.1.2 of all resolutions of the Company and of the Directors; and

54.1.3 of all proceedings at meetings of the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting, the decisions made at the meetings and, where appropriate, the reasons for the decisions;

54.1.4 and any such minute, if purported to be signed (or in the case of minutes of Directors' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Director of the Company, be sufficient evidence of the proceedings.

54.2 The minutes must be kept for at least ten years from the date of the meeting, resolution or decision.

55 Records and accounts

55.1 The Directors shall comply with the requirements of the Companies Acts as to maintaining a members' register, keeping financial records, any audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Regulator of:

55.1.1 annual reports;

55.1.2 annual returns; and

55.1.3 annual statements of account.

56 Indemnity

56.1 Subject to Article 56.2, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against:

56.1.1 any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;

56.1.2 any liability incurred by that Director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006); and

56.1.3 any other liability incurred by that Director as an officer of the Company or an associated company.

56.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

56.3 In this Article:

56.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

56.3.2 a “relevant Director” means any Director or former Director of the Company or an associated company.

57 Accidents

57.1 Everyone Active maintains an accident book to record all accidents involving club members during both swimming-related and non-swimming-related activities. Additionally, the company will maintain its own accident book specifically for swimming-related incidents, in compliance with Swim England requirements.

Details of relevant accidents will be reported to the Swim England Membership Department. Furthermore, the company will submit an annual return to the Swim England Membership Department, confirming whether any entries have been made. This annual return will use the prescribed form provided on the membership renewal form.

58 Insurance

58.1 The Directors may, at the Company's expense, choose to purchase and maintain insurance (in addition to the insurance provided through Swim England membership) to benefit any relevant Director, covering any applicable loss.

58.2 In this Article:

58.2.1 a “relevant Director” means any Director or former Director of the Company or an associated company;

58.2.2 a “relevant loss” means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the company or associated company; and

58.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

59 Alteration of the rules and other resolutions

59.1 The Articles may be altered by special resolution at a general meeting provided that the resolution is carried by a majority of at least two-thirds of members present and entitled to vote at the general meeting. No amendment(s) to the Articles shall become effective until such amendment(s) shall have been submitted to and validated by such person as is authorised to do so by Swim England North East Region.

59.2 The Chair may at his or her discretion allow amendments to any resolutions proposed to be voted on at a meeting provided that they do not materially affect the substance of the matter under discussion.

- 59.3 The members may, by special resolution, direct the Directors to take, or refrain from taking, specified action, but no such special resolution shall invalidate anything which the Directors have done before the passing of the resolution.
- 59.4 No alteration of the Articles or any special resolution shall have retrospective effect to invalidate any prior act of the Directors.
- 59.5 The Directors 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 Company.
- 59.6 The bye laws may regulate the following matters but are not restricted to them:
 - 59.6.1 the admission of members of the Company and the rights and privileges of such members, and the entrance fees, subscriptions and other fees or payments to be made by members,
 - 59.6.2 the conduct of members of the Company in relation to one another, and to the Company's employees and volunteers,
 - 59.6.3 the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes,
 - 59.6.4 the procedure at general meetings and meetings of the directors in so far as such procedure is not regulated by the Companies Acts or by the articles,
 - 59.6.5 generally, all such matters as are commonly the subject matter of company rules.

- 59.7 The Directors shall have the power to alter, add to or repeal the rules or bye laws.
- 59.8 The Directors must adopt such means as they think sufficient to bring the rules and bye laws to the notice of members of the Company.
- 59.9 The rules or bye laws shall be binding on all members of the Company. No rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the articles.

60 Finance

- 60.1 All moneys payable to the Company shall on behalf of the Treasurer be deposited in a bank account in the name of the Company. No sum shall be drawn from that account except by electronic transfer by person(s) so authorised to do so in their absence by the Directors. Any monies not required for immediate use may be invested by the Directors as the Directors in their discretion think fit.

- 60.1 The income and property of the Company shall be applied only in furtherance of the Objects and no part thereof shall be paid by way of bonus, dividend or profit to any members of the Company.
- 60.2 The Treasurer shall have power to authorise the payment of remuneration and expenses to any officer, member or employee of the Company and to any other person or persons for services rendered to the Company in accordance with the relevant year's budget approved by the Directors.
- 60.3 The Directors and the appointed Company accountants must prepare for each financial year accounts as required by the Companies Act. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of the applicable Statements of Recommended Practice.
- 60.4 The books of account, physical or electronic, must be kept at the registered office of the Company, or at such other place or places as the Directors think fit, and must always be open to the inspection of the Directors.
- 60.5 The financial year of the Company shall be the period commencing on 1st April and ending on 31st March. Any change to the financial year shall require the approval of the members in a general meeting.
- 60.6 The Directors shall retain for a minimum period of six years all financial records relating to the Company and copies of minutes of all Directors' meetings.
- 60.7 The Directors, through the appointed Company Accountants, must keep accounting records and make annual returns to Companies House as required by the Companies Act.

61 Borrowing

- 61.1 The Directors may borrow money on behalf of the Company for the purposes of the Company from time to time at their own discretion (up to such limits on borrowing as may be laid down from time to time by the general meeting) for the general upkeep of the Company or with the prior approval of a general meeting for any other expenditure, additions or improvements.
- 61.2 When so borrowing the Directors shall have power to raise in any way any sum or sums of money and to raise and secure the repayment of any sums or sums of money in such manner or on such terms and conditions as it thinks fit, and in particular by mortgage of or charge upon or by the issues of debentures charged upon all or any part of the property of the Company.
- 61.3 The Directors shall have no power to pledge the personal liability of any member of the Company for the repayment of any sums so borrowed.

62 Dissolution

- 62.1 A resolution to dissolve the Company shall only be proposed at a general meeting and shall be carried by a majority of at least three-quarters of the

members present and entitled to vote. A specific date for the dissolution shall be included in the resolution.

62.2 The dissolution shall take effect from the date specified in the resolution and the Directors shall be responsible for the winding-up of the assets and liabilities of the Company.

63 Exclusion of model articles

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

SCHEDULE
INTERPRETATION

Defined terms

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

Term	Meaning
1.1 “Address”	includes a number or address used for the purposes of sending or receiving Documents by Electronic Means;
1.2 “Applicable Data Protection Law”	means (a) the Data Protection Act 1998; or (b) from 25 May 2018, the General Data Protection Regulation ((EU) 2016/679), and any applicable legislation that supersedes or replaces the General Data Protection Regulation in the UK
1.3 “Articles”	means the Company's articles of association for the time being in force;
1.4 “Authorised Representative”	means any individual nominated by a Member Organisation to act as its representative at any meeting of the Company in accordance with Article 45;
1.5 “asset-locked body”	means (i) a community interest company, a charity or a Permitted Society; or (ii) a body established outside the United Kingdom that is equivalent to any of those;
1.6 “bankruptcy”	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
1.7 “Chair”	has the meaning given in Article 133;
1.8 “Circulation Date”	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.9 “Clear Days”	in relation to the period of a notice, that 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;
1.10 “community”	is to be construed in accordance with accordance with Section 35(5) of the Company's (Audit) Investigations and Community Enterprise) Act 2004;

1.11 “Companies Acts”	means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
1.12 “Company”	City of Sunderland Amateur Swimming Club CIC;
1.13 “Conflict of Interest”	any direct or indirect interest of a Director (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Company;
1.14 “connected person”	<p>means any of the following:</p> <ul style="list-style-type: none"> a) any parent, child (including stepchild or illegitimate child), brother, sister, grandparent or grandchild of a Director; b) the spouse or civil partner of a Director or of any person in (a), including anyone living as the spouse or civil partner of any of the above; c) any person carrying on business in partnership with a Director or any person in a) to b) above d) any institution which is controlled either by a Director alone or in combination with any one or more of the persons in a) to c) above e) any body corporate in which a Director, either alone or in combination with any one or more of the persons in a) to c) above, holds more than 20% of the share capital or more than 20% of the voting rights in the body corporate.
	<p>Any person who is a connected person in relation to any Director is referred to in these Articles as 'connected' to that Director;</p>
1.15 “Director”	a director of the Company, and includes any person occupying the position of director, by whatever name called;
1.16 “Document”	includes, unless otherwise indicated, any Document sent or supplied in Electronic Form;

1.17 “Electronic Form” and “Electronic Means”	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
1.18 “Governing Body Rules”	has the meaning given in Article 9.1.2;
1.19 “Hard Copy Form”	has the meaning given to it in the Companies Act 2006;
1.20 “Independent”	means in respect of a proposed director that they are not connected with anyone employed or engaged by the Company or a member of the board of directors, coaching team or administration team of the Company;
1.21 “Memorandum”	the Company’s memorandum of association;
1.22 “Objects”	has the meaning given in Article 5;
1.23 “ordinary resolution”	has the meaning given in section 282 of the Companies Act;
1.24 “paid”	means paid or credited as paid;
1.25 “participate”	in relation to a Directors’ meeting, has the meaning given in Article 18;
1.26 “Proxy Notice”	has the meaning given in Article 48;
1.27 “the Regulator”	means the Regulator of Community Interest Companies;
1.28 “Secretary”	the secretary of the Company (if any);
1.29 “special resolution”	has the meaning given in section 283 of the Companies Act;
1.30 “specified”	means specified in the articles of association of the Company for the purposes of this paragraph;
1.31 “subsidiary”	has the meaning given in section 1159 of the Companies Act 2006;
1.32 “Swim England”	means the Amateur Swimming Association (Swim England) Limited, the national governing body for swimming in England;
1.33 “Swim England Membership Fees”	means the membership fees of Swim England for the time being in force
1.34 “Swim England Regulations”	means the regulations and technical rules of Swim England
1.35 “swimming”	has the meaning given by Swim England from time to time;

1.36 "transfer"	includes every description of disposition, payment, release or distribution, and the creation or extinction of an estate or interest in, or right over, any property; and
1.37 "WA"	means World Aquatics;
1.38 "Writing"	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.
2.	Subject to clause 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
3.	Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles become binding on the Company.
4.	Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
5.	A reference in these Articles to an "Article" is a reference to the relevant article of these Articles unless expressly provided otherwise.
6.	Unless expressly provided otherwise, a reference to any Swim England Regulations, Swim England policies or Swim England procedures is a reference to it as it is in force from time to time.
7.	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.
8.	A reference to a junior member's "parent" shall include a junior member's legal guardian.