

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

SWIM ENGLAND EAST REGION

Company No 12931432

Registered Charity No 1193136

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**ARTICLES OF ASSOCIATION**  
**OF**  
**SWIM ENGLAND EAST REGION**

**INTERPRETATION**

**1. Defined terms**

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

**PART 1: OBJECTS, POWERS AND NOT-FOR-PROFIT STATUS**

**2. Objects**

- 2.1. The objects of the company are for the benefit of the public:
- 2.1.1. to promote community participation in swimming, open water swimming, diving, artistic swimming and water polo;
  - 2.1.2. to advance physical education through the medium of swimming, open water swimming, diving, artistic swimming and water polo;
  - 2.1.3. to relieve people with physical, sensory and mental disabilities by encouraging and facilitating participation in sporting activities, sporting programmes and assisting in the provision of training, facilities and equipment particularly in relation to swimming, open water swimming, diving, artistic swimming and water polo;
  - 2.1.4. to advance health and the saving of lives by the provision of teaching and training in water safety and swimming instruction; and
  - 2.1.5. to advance any other purpose that is charitable in accordance with the laws of England and Wales in association with swimming, open water swimming, diving, artistic swimming, water polo and other aquatic activities.

**3. Area of benefit**

- 3.1. The Company shall act as the East Region of Swim England (hereinafter referred to as the 'region'), its area of benefit comprising the county associations of Swim England in Bedfordshire, Cambridgeshire, Hertfordshire, Norfolk, Suffolk, and Essex excluding the Greater London Boroughs of Barking and Dagenham, Havering, Newham, Redbridge and Waltham Forest or other such areas defined by Swim England.

**4. Powers**

- 4.1. The Company has the power to do anything which is incidental or conducive to the furtherance of its objects, including:
- 4.1.1. to seek and apply for funds, and to receive donations, gifts, endowments, sponsorship fees, subscriptions and legacies from persons wishing to support the Company's objects;
  - 4.1.2. to borrow or raise and secure the payment of any money for the purposes of or in connection with the Company's objects, and to mortgage or charge any part of the Company's property as security for borrowed money (the Company must comply as appropriate with the Charities Act 2011 if it wishes to mortgage land);
  - 4.1.3. to enter into contracts to provide services;

- 4.1.4. to acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip buildings or facilities;
- 4.1.5. to dispose or deal with all or any of its property with or without payment and subject to such conditions as the Board think fit (in exercising this power the Company must comply as appropriate with the Charities Act 2011);
- 4.1.6. to set aside funds for special purposes or as reserves against future expenditure;
- 4.1.7. to invest the Company's money not immediately required for its objects in or upon any investments, securities or property;
- 4.1.8. to open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 4.1.9. to trade in the course of carrying out the objects of the Company and carry on any other trade which is not expected to give rise to taxable profits;
- 4.1.10. to appoint and/or remove, or delegate the appointment of, paid or unpaid persons as staff or post holders;
- 4.1.11. to contract for services and products other than those covered by staff employed directly or indirectly by Swim England;
- 4.1.12. to provide indemnity insurance for the Directors or any other officer of the Company in accordance with Article 55; and
- 4.1.13. to appoint, each year, a President of the region and a President Elect, who shall be elected at the Annual General Meeting (AGM), via nominations submitted to the Nominations Committee. The President Elect shall, in the year following, be installed as the President of the region.

## **5. Application of income and property**

- 5.1. The income and property of the charity shall be applied solely towards the promotion of the objects.
- 5.2. A director is entitled to be reimbursed from the property of the charity or may pay out of such property reasonable expenses properly incurred by them when acting on behalf of the charity.
- 5.3. A director may benefit from trustee indemnity insurance cover purchased at the charity's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.
- 5.4. A director may receive an indemnity from the charity in the circumstances specified in Article 56.
- 5.5. A director may not receive any other benefit or payment unless it is authorised by Article 6.
- 5.6. Subject to Article 6, none of the income or property of the charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the charity. This does not prevent a member who is not also a director receiving:
  - 5.6.1. a benefit from the charity in the capacity of a beneficiary of the charity;
  - 5.6.2. reasonable and proper remuneration for any goods or services supplied to the charity.

## **6. Benefits and payments to charity directors and connected persons**

- 6.1. General provisions
  - 6.1.1 No director or connected person may:
    - 6.1.1.1 buy any goods or services from the charity on terms preferential to those applicable to members of the public;
    - 6.1.1.2 sell goods, services, or any interest in land to the charity;
    - 6.1.1.3 be employed by, or receive any remuneration from, the charity;
    - 6.1.1.4 receive any other financial benefit from the charity;
 unless the payment is permitted by sub-clause 6.2 of this article, or authorised by the court or the prior written consent of the Charity Commission has been

obtained. In this article a 'financial benefit' means a benefit, direct or indirect, which is either money or has a monetary value.

- 6.2. Scope and powers permitting directors' or connected persons' benefits.
  - 6.2.1. A director or connected person may receive a benefit from the charity in the capacity of a beneficiary of the charity provided that a majority of the directors do not benefit in this way.
  - 6.2.2. 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 charity where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act 2011.
  - 6.2.3. Subject to sub-clause 6.3 of this Article a director or connected person may provide the charity with goods that are not supplied in connection with services provided to the charity by the director or connected person.
  - 6.2.4. A director or connected person may receive interest on money lent to the charity at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
  - 6.2.5. A director or connected person may receive rent for premises let by the director or connected person to the charity. The amount of the rent and the other terms of the lease must be reasonable and proper. The director concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
  - 6.2.6. A director or connected person may take part in the normal trading and fundraising activities of the charity on the same terms as members of the public.
- 6.3. Payment for supply of goods only – control.
  - 6.3.1. The charity and its directors may only rely upon the authority provided by sub-clause 6.2.3 of this article if each of the following conditions is satisfied:
    - 6.3.1.1. the amount or maximum amount of the payment for the goods is set out in an agreement in writing between the charity or its directors (as the case may be) and 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 charity;
    - 6.3.1.2. 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;
    - 6.3.1.3. the other directors are satisfied that it is in the best interests of the charity 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;
    - 6.3.1.4. 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 them with regard to the supply of goods to the charity;
    - 6.3.1.5. 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;
    - 6.3.1.6. the reason for their decision is recorded by the directors in the minutes;
    - 6.3.1.7. a majority of the directors then in office are not in receipt of remuneration or payments authorised by Article 6.
- 6.4. In sub-clauses 6.2 and 6.3 of this Article:
  - 6.4.1. 'charity' includes any company in which the charity:
    - 6.4.1.1. holds more than 50% of the shares; or
    - 6.4.1.2. controls more than 50% of the voting rights attached to the shares; or
    - 6.4.1.3. has the right to appoint one or more directors to the board of the company.

6.4.2 'connected person' has the meaning defined in the Schedule

## **7. Not-for-profit status: dissolution**

- 7.1. If the Company is dissolved, any assets remaining after the satisfaction of its debts and liabilities shall not be distributed amongst the Members but instead must be transferred to Swim England or, if that should not be possible, then such residual assets shall be transferred:
- 7.1.1. to one or more not-for-profit institutions with objects similar to or compatible with those of the Company, including clubs affiliated to the Company if they qualify; or
  - 7.1.2. as a donation for charitable purposes, as may be decided by the Members at or before the time of dissolution.

## **PART 2: MEMBERS' FORUM**

### **8. Becoming a Member of the Members' Forum**

- 8.1. Each county association shall be entitled to appoint Members to the Members' Forum. Each county association shall be entitled to appoint up to three Members to the Members' Forum, plus one additional Member for every 1500 individual members of clubs affiliated to the county association. In calculating the individual members of clubs, the Company will use data supplied by Swim England showing the number of fee-paying members a club had at the end of the preceding calendar year. In the event of any query as to the number of Members of the Members' Forum that each county association can appoint, the decision of the Board shall be final.
- 8.2. Every Member of the Members' Forum must be a Swim England member and a member of a club within the region's county associations.
- 8.3. Appointment to the Members' Forum shall be made annually by each county association, as may be further detailed in the Regulations.
- 8.4. If a Member of the Members' Forum resigns, the relevant county association will be invited to fill the vacancy.
- 8.5. In the unlikely event that there are less than 18 Members of the Members' Forum and the county associations decline to appoint any further Members of the Members' Forum, the Board may instead appoint Members to the Members' Forum.

### **9. Register of Members**

- 9.1. The Members of the Members' Forum must be entered in the Register of Members Forum members.

### **10. Termination of membership**

- 10.1. Membership is not transferable.
- 10.2. A Member shall cease to be a Member of the Members' Forum if that person:
- 10.2.1. resigns in writing to the Company;
  - 10.2.2. ceases to comply with the requirement in Article 8.2;
  - 10.2.3. is replaced by their county association as a Member for that county association;
  - 10.2.4. is expelled by the Directors for conduct prejudicial to the Company, provided that any Member whose expulsion is proposed shall have the right to make representation to the meeting at which the decision is to be made;
  - 10.2.5. has their membership removed in accordance with Regulations or
  - 10.2.6. dies.

## **PART 3: LIMITATION OF LIABILITY**

### **11. Limit of Members' liability**

- 11.1. The liability of the Members is limited.

- 11.2. Every Member guarantees, if the Company is dissolved while they are a Member or within one year after ceasing to be a Member, to pay up to one pound sterling (£1) towards the costs of dissolution and the liabilities incurred by the Company while the guarantor was a Member.

## **PART 4: AFFILIATION AND MEMBERSHIP**

### **12. Affiliation and resignation**

- 12.1. Eligible clubs, organisations and associations (referred to generally as ‘clubs’) may apply for affiliation to the Company. Any club applying for affiliation must submit to the Company its application, including a copy of its constitution, as set out from time to time in the Company’s guidance document on the affiliation process. The club’s constitution shall conform to any requirements of Swim England with regard to affiliated club constitutions. In deciding whether to grant affiliation the Directors will consider the application and the club’s constitution against such criteria as may have been approved by Swim England Board of Trustees, and the following regulations shall apply:
- 12.1.1. affiliation to the Company will include the requirement for the club to affiliate to one of the county associations recognised by the Company, which may involve an additional fee;
  - 12.1.2. any club being refused affiliation will have a right of appeal as set out in the Company’s Regulations and the decision will be final and binding on all parties;
  - 12.1.3. in order to remain affiliated, a club’s constitution must continue to conform to any criteria issued by Swim England;
  - 12.1.4. any proposed changes to an affiliated club’s constitution must be submitted to the Company and approved by the Company before it becomes operational. Subsequent to approval, the club may be requested to submit a complete up-to-date constitution;
  - 12.1.5. a club wishing to resign from the region must give notice, in writing to that effect before January 1<sup>st</sup>. If notice is given between January 1<sup>st</sup> and February 29<sup>th</sup> the club may be held liable for its affiliation fee for the current year.
- 12.2.1 Those clubs already affiliated to the unincorporated organisation, ASA East Region (known as Swim England East Region) as at the date of incorporation will automatically be affiliated to the Company.

## **PART 5: DIRECTORS**

### **13. Board of Directors**

- 13.1. There shall be a minimum of four Directors, each of whom must be a Swim England member and a member of a club within the region’s county associations.
- 13.2. The Board shall consist of:
- 13.2.1. A Chairman;
  - 13.2.2. A Finance Director; and
  - 13.2.3. A minimum of two Member Nominated Directors.
- 13.3 The Chairman and Finance Director shall be appointed via recommendation from the Nominations Committee, in accordance with Article 15. The Member Nominated Directors shall be appointed in accordance with Article 14.

### **14. Appointment of Member Nominated Directors**

- 14.1. All candidates for election as Member Nominated Directors must be recommended by the Nominations Committee from nominations submitted to that committee.
- 14.1.1. where the number of nominations is equal to, or less than, the number of vacancies for Member Nominated Directors, then the nominated candidate(s) shall be deemed to have been elected, and their elections shall be announced at the AGM.

- 14.1.2. where an election is necessary, each Member of the Members' Forum shall have one vote.
- 14.2 In the case of an equality of votes in an election, the Nominations Committee shall promptly organise a re-election.
- 14.3 Save as otherwise provided in these Articles, all other questions arising in relation to elections shall be determined by the Nominations Committee having reasonably consulted the Board.
- 14.4 The timing of appointments shall be agreed by the Board and the results of any election shall be notified to the Members' Forum.

#### **15. Nomination and election of Directors**

- 15.1. The Directors shall from time to time determine procedures for:
- 15.1.1. the nomination of Directors under Article 13.2; and
- 15.1.2. the election of Directors under Article 13.2, which may include elections held at the AGM, or a postal ballot of the Members conducted prior to the AGM, or any other method considered to be effective and democratic.

#### **16. Retirement**

- 16.1. At each AGM one-third of the Directors shall retire from office. In the event that the number is not divisible by three, then the proportion to retire shall be that which is nearest to one-third.
- 16.2. The Directors to retire shall be those longest in office since they were last elected, appointed or co-opted. Where there are Directors who have been in office for the same length of time then, in the absence of agreement, those to retire shall be selected by lot.
- 16.3. A retiring Director is eligible for re-election or re-appointment, provided that any Director who has served nine consecutive years shall not be eligible for re-appointment or re-election until a period of at least four years has elapsed.

#### **17. Excluded persons**

- 17.1. Under no circumstances shall any of the following serve as a Director:
- 17.1.1. a person who is under 18 years of age;
- 17.1.2. a person who is an undischarged bankrupt or who has made a composition with their creditors generally in satisfaction of their debts; or
- 17.1.3. a person who is otherwise disqualified by law from serving as a company director.

#### **18. Termination of a Director's appointment**

- 18.1. The office of a Director shall be immediately vacated if they:
- 18.1.1. resign their office in writing to the Company; or
- 18.1.2. becomes bankrupt, or makes a composition with their creditors generally, or is otherwise disqualified by law from serving as a director of a company; or
- 18.1.3. is removed from office by resolution of the Company at a General Meeting in accordance with sections 168 and 169 of the Act.

#### **19. Casual vacancies**

- 19.1. Any vacancy that occurs may be filled by a majority decision of the remaining Directors, on a recommendation from the Nominations Committee. The appointment will be for the remainder of the term that would have been served by the Director who is being replaced, subject to ratification at the AGM.

#### ***DIRECTORS' POWERS AND DUTIES***

##### **20. Board's general authority**

- 20.1. Subject to the Articles, the Board is responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.
- 20.2. Without prejudice to their general powers, the Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property, or any part of them, and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Company.

## **21. Members' Forum reserve power**

- 21.1. The Members of the Members' Forum may, by special resolution, direct the Board to take, or refrain from taking, specified action.
- 21.2. No such special resolution invalidates anything which the Board have done before the passing of the resolution.

## **22. Board's general authority to delegate functions**

- 22.1. Subject to the Articles, the Board may delegate any of their powers or functions to any person or committee.
- 22.2. Subject to the Articles, the Board may delegate the implementation of their decisions or day to day management of the affairs of the Company to any person or committee.
- 22.3. Any delegation by the Board may be:
  - 22.3.1. by such means;
  - 22.3.2. to such an extent;
  - 22.3.3. in relation to such matters or territories; and
  - 22.3.4. on such terms and conditions as they think fit.
- 22.4. The Board may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to who they are delegated.
- 22.5. The Board may revoke any delegation in whole or part, or alter its terms and conditions.

## **23. Committees**

- 23.1. The Board shall establish:
  - 23.1.1. a Regional Operations Committee;
  - 23.1.2. a Nominations Committee;
  - 23.1.3. an Audit, Risk and Probity Committee.
- 23.2. The Board may establish such other committees as they think fit.
- 23.3. In the case of delegation to committees:
  - 23.3.1. the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);
  - 23.3.2. the composition of any committee shall be entirely in the discretion of the Board and may include such of their number (if any) as the resolution may specify;
  - 23.3.3. the deliberations of any committee must be reported regularly to the Board and any resolution passed or decision taken by any committee must be reported promptly to the Board and every committee must appoint a secretary for that purpose;
  - 23.3.4. the Board may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and
  - 23.3.5. no committee shall knowingly incur expenditure or liability on behalf of the Company except where authorized by the Board or in accordance with a budget which has been approved by the Board.
- 23.2. The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Board so far as they apply and are not superseded by any regulations made by the Board.

## ***DECISION-MAKING BY DIRECTORS***

### **24. Collective decisions**

- 24.1. Any decision of the Directors must be either a majority decision taken at a quorate meeting or a unanimous decision taken in accordance with the following Article.

### **25. Unanimous decisions**

- 25.1. A decision of the Directors may be taken without a meeting or discussion if all the Directors indicate to each other, by any means, that they share a common view on a matter.

## **26. Calling a Directors' meeting**

- 26.1. Any Director may call a Directors' meeting by giving reasonable notice of the meeting to the Directors, subject to the following:
- 26.2. Notice of any Directors' meeting must indicate:
  - 26.2.1. its proposed date and time;
  - 26.2.2. the general nature of the business to be considered at such meeting;
  - 26.2.3. where it is to take place; and
  - 26.2.4. 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.
- 26.3. Notice of a Directors' meeting must be given to each Director but need not be in writing.

## **27. Participation in Directors' meetings**

- 27.1. Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
  - 27.1.1. the meeting has been called and takes place in accordance with the Articles; and
  - 27.1.2. they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 27.2. In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 27.3. 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.

## **28. Quorum for Directors' meetings**

- 28.1. At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on except a proposal to call another meeting.
- 28.2. Unless otherwise agreed by the Directors, the quorum for Directors' meetings shall be three Directors.
- 28.3. 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 to:
  - 28.3.1. appoint further Directors; or
  - 28.3.2. call a General Meeting so as to enable the appointment of further Directors.

## **29. Chairing of Directors' meetings**

- 29.1. The Chairman of the Board shall preside at all meetings of the Directors, but if they are not present ten minutes after the time set for the commencement of the meeting, or if there is no Chairman, the Directors present shall choose one of their number to chair the meeting before any other business is transacted.

## **30. Voting at Directors' meetings**

- 30.1. Questions arising at any Directors' meetings shall be decided by a majority of votes, each Director having one vote on each question to be decided. In the case of an equality of votes, the person chairing the meeting shall have the casting vote in addition to any other vote they may have.

## **31. Conflicts of interest**

- 31.1. Directors must avoid situations in which they have, or could have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company. This applies in particular to the exploitation of any property, information or opportunity (and it is immaterial whether the Company could take advantage of the property, information or opportunity).
- 31.2. Where a Director is in any way, directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company, they must declare the nature and extent of the interest to the other Directors in writing or at a Directors' meeting.

- 31.3. Where a Director is interested in a transaction or arrangement with the Company, the other Directors may require them to be absent from any part of a meeting where the matter is being discussed or voted on.

### **32. Validity of decisions and acts**

- 32.1. All acts done by any meeting of the Directors or by any person acting as a Director shall, even if it is afterwards discovered that there was some defect in the appointment of any person acting as such, or that they or any of them were disqualified, be as valid as if every person had been duly appointed and was qualified to be a Director.

## **PART 6: DECISION-MAKING BY MEMBERS**

### **GENERAL MEETINGS**

#### **33. Annual General Meeting (AGM)**

- 33.1. The Company shall in each calendar year hold a General Meeting as its AGM and shall specify the meeting as such in the notices calling it. Every AGM shall be held not more than fifteen months after the holding of the last preceding AGM.
- 33.2. The business of an AGM shall comprise:
- 33.2.1. the consideration of the Annual Report and Accounts presented by the Directors;
  - 33.2.2. the election or re-election of Directors, or the announcement of the results of elections if these have already been conducted;
  - 33.2.3. the appointment or re-appointment of the Company's independent examiner or auditor, as appropriate; and
  - 33.2.4. such other business as may have been specified in the notices calling the meeting.

#### **34. Other General Meetings**

- 34.1. The Directors may whenever they think fit convene a General Meeting in addition to the AGM, and a General Meeting shall be convened if demanded by 10 Members.

### **NOTICES OF GENERAL MEETINGS**

#### **35. Notice of General Meetings**

- 35.1. The minimum periods of notice required to hold a General Meeting of the Company are:
- 35.1.1. 21 clear Days for an AGM or a General Meeting called for the passing of a special resolution;
  - 35.1.2. 14 clear Days for all other General Meetings.
- 35.2. A General Meeting may be called by shorter notice if it is so agreed by a majority in number of Members having a right to attend and vote at the meeting, being a majority who together hold not less than 51 per cent of the total voting rights.

#### **36. Delivery of notices**

- 36.1. Notice of every General Meeting shall be given in writing to every Member and Director of the Company, and to the independent examiner/auditor (if any), and to such other persons who are entitled to receive notice and may be given in any way provided for by the Act.
- 36.2. Notice shall be deemed to have been served 48 hours after being sent (excluding Saturdays, Sundays, and Public Holidays) by electronic means or by post or delivered by hand to the Member's Address.

#### **37. Content of notices**

- 37.1. Notice of all meetings shall specify the exact time and place of the meeting.
- 37.2. In the case of a General Meeting which is to consider a special resolution or a resolution to remove a Director or the independent examiner/auditor (if any), such resolution shall be specified in the notices calling that meeting; and in the case of all other General Meetings the general nature of the business to be raised shall be specified.

- 37.3. The notice of every General Meeting must advise Members and Members' representatives of their right to appoint a proxy under section 324 of the Act, and of the proxy's right to attend, speak and vote at the meeting.

### **38. Errors**

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

## ***PROCEEDINGS AT GENERAL MEETINGS***

### **39. Quorum**

- 39.1. No business (other than the appointment of the chairman of the meeting) shall be transacted at a General Meeting unless a quorum is present in person or by proxy. Unless otherwise decided by the Company, a quorum shall be 12 Members entitled to vote.
- 39.2. If half an hour after the time appointed for the meeting a quorum is not present, it shall stand adjourned until such time and place as the Directors may decide (within 14 days of the original meeting), and all Members shall be given at least 7 clear days' of the time, date and place of such an adjourned meeting.
- 39.3. If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the Members present in person or by proxy at that time shall constitute the quorum for that meeting only.

### **40. Chairing of General Meetings**

- 40.1. The Chairman of the Board shall preside at all General Meetings of the Company, but if they are not present ten minutes after the scheduled start time of the meeting, or if no one holds the position of Chairman, the Directors present shall choose one of their number to chair the meeting before any other business is transacted.
- 40.2. If no Director is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the Members present in person or by proxy and entitled to vote must choose one of their number to chair the meeting.

### **41. Adjournment**

- 41.1. The person chairing the meeting may (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 41.2. When a meeting is adjourned for twenty-one days or more, notice of the adjourned meeting shall be given as in the case of the original meeting. Otherwise, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

## ***VOTING AT GENERAL MEETINGS***

### **42. Voting: general**

- 42.1. 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.
- 42.2. A proposal to change the Articles is carried if at least two-thirds of those voting are in favour. Proposals not relating to the Articles require only a simple majority in favour.
- 42.3. On a vote on a resolution at a meeting on a show of hands, unless a poll is duly demanded, a declaration by the chairman of the meeting that the resolution:
- 42.3.1. has or has not been passed; or
  - 42.3.2. passed with a particular majority;
- is conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. An entry in respect of such a declaration in minutes of the meeting recorded is also conclusive evidence of that fact without such proof.

### **43. Votes**

- 43.1. On a vote on a resolution which is carried out by a show of hands, the following persons have one vote each:

43.1.1. each Member of the Members' Forum present in person; and  
43.1.2. (subject to Article 48.3) each proxy present who has been duly appointed by one or more persons entitled to vote on the resolution;  
provided that if a person attending the meeting falls within both of the above categories, they are not entitled to cast more than one vote but shall instead have a maximum of one vote.

43.2. On a vote on a resolution which is carried out by a poll, the following persons have one vote each:

43.2.1. every Member of the Members' Forum present in person; and

43.2.2. every Member of the Members' Forum present by proxy (subject to Article 48.3).

43.3. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall not be entitled to a casting vote in addition to any other vote they may have.

#### **44. Errors and disputes**

44.1. 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.

44.2. Any such objection must be referred to the chairman of the meeting whose decision is final.

#### **45. Poll votes**

45.1. A poll on a resolution may be demanded:

45.1.1. in advance of the General Meeting where it is to be put to the vote; or

45.1.2. 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.

45.2. A poll may be demanded by:

45.2.1. the chairman of the meeting;

45.2.2. the Directors;

45.2.3. five or more persons having the right to vote on the resolution;

45.2.4. any person, who, by virtue of being appointed proxy for one or more Members having the right to vote on the resolution, holds five or more votes; or

45.2.5. a person or persons representing not less than one tenth of the total voting rights of all the Members of the Members' Forum having the right to vote on the resolution.

45.3. A demand for a poll may be withdrawn if:

45.3.1. the poll has not yet been taken; and

45.3.2. the chairman of the meeting consents to the withdrawal.

#### **46. Procedure on a poll**

46.1. Subject to the Articles, polls at General Meetings must be taken when, where and in such manner as the chairman of the meeting directs.

46.2. The chairman of the meeting may appoint scrutineers (who need not be Members) and decide how and when the result of the poll is to be declared.

46.3. The result of a poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded.

46.4. A poll on:

46.4.1. the election of the chairman of the meeting; or

46.4.2. a question of adjournment;  
must be taken immediately.

46.5. Other polls must be taken within 30 days of their being demanded.

46.6. If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.

46.7. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded.

46.8. In any other case, at least 7 days' notice must be given specifying the time and place at which the poll is to be taken.

## **47. Proxies**

- 47.1. A Member of the Members' Forum is entitled to appoint another person as their proxy to exercise all or any of their rights to attend and speak and vote at a meeting of the Company. A proxy must be a Member of the Members' Forum in accordance with Article 8. A proxy must vote in accordance with any instructions given by the Member by whom the proxy is appointed.
- 47.2. Proxies may only validly be appointed by a notice in writing (a "Proxy Notice") which:
  - 47.2.1. states the name and address of the Member of the Members' Forum appointing the proxy;
  - 47.2.2. identifies the person appointed to be that Member's proxy and the General Meeting in relation to which that person is appointed;
  - 47.2.3. is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Board may determine; and
  - 47.2.4. is delivered to the Company in accordance with the Articles and any instructions contained in the notice of General Meeting to which they relate.
- 47.3. The Company may require Proxy Notices to be delivered in a particular form and may specify different forms for different purposes.
- 47.4. 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.
- 47.5. Unless a Proxy Notice indicates otherwise, it must be treated as:
  - 47.5.1. 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
  - 47.5.2. 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.

## **48. Delivery of Proxy Notices**

- 48.1. The Proxy Notification Address in relation to any General Meeting is:
  - 48.1.1. the registered office of the Company; or
  - 48.1.2. any other address or addresses specified by the Company as an address at which the Company or its agents will receive Proxy Notices relating to that meeting, or any adjournment of it, delivered in hard copy form or electronic form; or
  - 48.1.3. any electronic address falling within the scope of Article 48.2.
- 48.2. If the Company gives an electronic address:
  - 48.2.1. in a notice calling a meeting; or
  - 48.2.2. in an instrument of proxy sent out by it in relation to the meeting; or
  - 48.2.3. in an invitation to appoint a proxy issued by it in relation to the meeting;it will be deemed to have agreed that any document or information relating to proxies for that meeting may be sent by electronic means to that address (subject to any conditions or limitations specified in the notice). In this Article 48.2, documents relating to proxies include the appointment of a proxy in relation to a meeting, any document necessary to show the validity of, or otherwise relating to, the appointment of a proxy, and notice of the termination of the authority of a proxy.
- 48.3. 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. If the person casts a vote in such circumstances, any vote cast by the proxy appointed under the Proxy Notice is not valid.
- 48.4. Subject to Articles 48.5 and 48.6, a Proxy Notice must be received at a Proxy Notification Address not less than 24 hours before the General Meeting or adjourned meeting to which it relates.
- 48.5. In the case of a poll taken more than 48 hours after it is demanded, the Proxy Notice must be received at a Proxy Notification Address not less than 24 hours before the time appointed for the taking of the poll.

- 48.6. In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the Proxy Notice must be:
  - 48.6.1. received in accordance with Article 48.4; or
  - 48.6.2. given to the chairman, Secretary (if any) or any Director at the meeting at which the poll was demanded.
- 48.7. Saturdays, Sundays, and Public Holidays are not counted when calculating the 48-hour and 24-hour periods referred to in this Article 48.
- 48.8. An appointment under a Proxy Notice may be revoked by delivering a notice in writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given to a Proxy Notification Address.
- 48.9. A notice revoking the appointment of a proxy only takes effect if it is received before:
  - 48.9.1. the start of the meeting or adjourned meeting to which it relates; or
  - 48.9.2. (in the case of a poll not taken on the same day as the meeting or adjourned meeting) the time appointed for taking the poll to which it relates.
- 48.10. If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

#### **49. Amendments to resolutions**

- 49.1. An ordinary resolution to be proposed at a General Meeting may be amended by ordinary resolution if:
  - 49.1.1. 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 (excluding Saturdays, Sundays and Public Holidays) before the meeting is to take place (or such later time as the chairman of the meeting may decide); and
  - 49.1.2. the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 49.2. A special resolution to be proposed at a General Meeting may be amended by ordinary resolution, if:
  - 49.2.1. the chairman of the meeting proposes the amendment at the General Meeting at which the resolution is to be proposed; and
  - 49.2.2. the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 49.3. If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

#### **MEMBERS' WRITTEN RESOLUTIONS**

##### **50. Written resolutions**

- 50.1. Any decision that may be made at a General Meeting of the Company may be made by written resolution, other than a decision to remove a Director or independent examiner/auditor (if any) before the expiry of their term of office.
- 50.2. A proposed written resolution shall be circulated to Members and to the independent examiner/ auditor (if any) in the same manner as notices for General Meetings. Members should signify their approval of the resolution if they wish to vote for it, and need take no action if they wish to vote against.
- 50.3. The majorities required to pass a written resolution are as follow:
  - 50.3.1. for an ordinary resolution, approval is required from a simple majority of the Members; and
  - 50.3.2. for a special resolution, approval is required from not less than 75% of the Members.
- 50.4. The document indicating a Member's approval of a written resolution may be sent to the Company as hard copy or in electronic form. A Member's agreement to a written resolution, once signified, may not be revoked.

- 50.5. A written resolution lapses if the necessary number of approvals has not been received 28 days after the first day on which copies of the resolution were circulated to Members.
- 50.6. A written resolution is passed as soon as the required majority of Members have signified their agreement to it.

## **PART 7: ADMINISTRATIVE ARRANGEMENTS**

### **COMPANY SECRETARY**

#### **51. Appointment of a Secretary**

- 51.1. The Directors may appoint a Secretary of the Company upon such terms and conditions as they think fit; and any Secretary so appointed may be removed by them.

### **COMMUNICATION AND RECORDS**

#### **52. Communications by the Company**

- 52.1. Subject to the Articles and the Companies Acts, any document or information (including any notice, report or accounts) sent or supplied by the Company under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorized or required by any provision of that Act to be sent or supplied by the Company, including without limitation:
  - 52.1.1. in hard copy form;
  - 52.1.2. in electronic form; or
  - 52.1.3. by making it prominently available on the Company website.
- 52.2. Where a document or information which is required or authorized to be sent or supplied by the Company under the Companies Acts is sent or supplied in electronic form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other document or information is sent or supplied in electronic form or made available on a website the Board may decide what agreement (if any) is required from the recipient.
- 52.3. Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by the Board 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.
- 52.4. A Member of the Members' Forum present in person or by proxy at a meeting of the Company shall be deemed to have received notice of the meeting and the purposes for which it was called.
- 52.5. Where any Document or information is sent or supplied by the Company to the Members of the Members' Forum:
  - 52.5.1. where it is sent by post, it is deemed to have been received 48 hours (excluding Saturdays, Sundays, and Public Holidays) after it was posted;
  - 52.5.2. where it is sent or supplied by electronic means, it is deemed to have been received on the same day that it was sent;
  - 52.5.3. where it is sent or supplied by means of a website, it is deemed to have been received:
    - 52.5.3.1. when the material was first made available on the website; or
    - 52.5.3.2. if later when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 52.6. Subject to the Companies Acts, a Director or any other person (other than in their capacity as a Member of the Members' Forum) may agree with the Company that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

- 52.7. Where any document or information has been sent or supplied by the Company by electronic means and the Company receives notice that the message is undeliverable:
- 52.7.1. if the document or information has been sent to a Member of the Members' Forum or Director and is notice of a General Meeting of the Company, the Company is under no obligation to send a hard copy of the document or information to the Member's or Director's postal address as shown in the Company's register of Members or Directors, but may in its discretion choose to do so;
- 52.7.2. in cases other than those in 52.7.1, the Company shall send a hard copy of the document or information to the Member of the Members' Forum's postal address as shown in the Company's register of Members (if any), or in the case of a recipient who is not a Member, to the last known postal address for that person (if any); and
- 52.7.3. the date of service or delivery of the documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of hard copies.
- 52.8. Copies of the Company's annual accounts and reports need not be sent to a person for whom the Company does not have a current address.
- 52.9. Notices of General Meetings need not be sent to a Member of the Members' Forum who does not register an address with the Company, or who registers only a postal address outside the United Kingdom, or to a Member of the Members' Forum for whom the Company does not have a current address.

### **53. Communications to the Company**

- 53.1. Subject to the Articles, anything which is to be sent by or to the Company under the Articles may be sent in any way provided for by the Act.

### **54. Minutes**

- 54.1. The Directors must keep minutes of all:
- 54.1.1. proceedings at General Meetings of the Company;
- 54.1.2. written resolutions passed by the Company; and
- 54.1.3. meetings of the Directors and committees of Directors including:
- the names of the Directors present at the meeting;
  - the decisions made at the meetings;
  - and where appropriate, the reasons for the decisions.
- 54.2. Minutes of meetings shall be kept for a minimum of 10 years.

## ***DIRECTORS' INDEMNITY AND INSURANCE***

### **55. Indemnity**

- 55.1. The Company may indemnify any Director, independent examiner/auditor (if any), or other officer of the Company against any liability incurred by him or her in that capacity to the extent permitted by sections 232 to 234 of the Act.

### **56. Insurance**

- 56.1. The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.
- 56.2. In this Article:
- 56.2.1. a "relevant Director" means any Director or former Director of the Company or an associated company;
- 56.2.2. 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
- 56.2.3. companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

## **REGULATIONS**

## 57. Directors' power to make regulations

- 57.1. The Directors may make, adopt and amend such regulations in the form of bylaws, standing orders, secondary rules or otherwise as they may think fit for the management, conduct and regulation of the affairs of the Company and the proceedings and powers of the Directors and committees, provided that such regulations are not inconsistent with the Articles, and do not amount to an addition or alteration such as could only legally be made by an alteration to the Articles.

## SCHEDULE : INTERPRETATIONS

### DEFINED TERMS

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

<b>Term</b>	<b>Meaning</b>
1.1 <b>"Act"</b>	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company.
1.2 <b>"Address"</b>	includes a postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by electronic means.
1.3 <b>"Articles"</b>	the Company's Articles of Association.
1.4 <b>"Board"</b>	means the Board of Directors.
1.5 <b>"Company"</b>	Swim England East Region.
1.6 <b>"Connected Person"</b>	(1) a child, parent, grandchild, grandparent, brother or sister of the director; (2) the spouse or civil partner of the director or of any person falling within sub-clause (1) above; (3) a person carrying on business in partnership with the director or with any person falling within sub-clause (1) or (2) above; (4) an institution which is controlled – (a) by the director or any connected person falling within sub-clause (1), (2), or (3) above; or (b) by two or more persons falling within sub-clause 4(a), when taken together; (5) a body corporate in which – (a) the director or any connected person falling within subclauses (1) to (3) has a substantial interest; or (b) two or more persons falling within sub-clause (5)(a) who, when taken together, have a substantial interest; (c) Sections 350 – 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used.
1.7 <b>"Clear Days"</b>	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.
1.8 <b>"Director"</b>	a director of the Company, and includes any person occupying the position of director, by whatever name called.

1.9	<b>"Document"</b>	includes summons, notice, order or other legal process and registers and includes, unless otherwise specified, any document sent or supplied in electronic form.
1.10	<b>"Electronic Form" and "Electronic Means"</b>	have the meanings respectively given to them in Section 1168 of the Companies Act 2006.
1.11	<b>"Hard Copy" and "Hard Copy Form"</b>	have the meanings respectively given to them in the Companies Act 2006.
1.12	<b>"Member"</b>	means a member of the Members' Forum.
1.13	<b>"Members' Forum"</b>	means the members of the Company for the purposes of the Companies Act.
1.14	<b>"Member Nominated Director"</b>	a Director referred to Article 13.2.3.
1.15	<b>"Proxy Notice"</b>	has the meaning given in Article 47.
1.16	<b>"Public Holiday"</b>	means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in England.
1.17	<b>"Secretary"</b>	the secretary of the Company (if any).
1.18	<b>"Writing"</b>	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.

Unless the context otherwise requires, words or expressions contained in the Articles which are not defined above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Company.