

Winchester City Penguins Swimming Club

Constitution of a Charitable Incorporated Organisation with voting members other than its charity trustees

Date of constitution (last amended): January 2019

1. Name

- 1.1. The name of the Charitable Incorporated Organisation (“the CIO”) is Winchester City Penguins Swimming Club

2. National location of principal office

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

3. Object[s]

3.1. The objects of the CIO shall be

- to promote the participation of the community in competitive swimming and other related activities by the teaching, development and practice of these activities.

- 3.2. The CIO is committed to treating everyone equally within the context of this activity and with due respect for individual differences. It shall not apply or endorse unlawful or unjustified discrimination and shall act in compliance with the protection afforded by the Equality Act 2010. The CIO shall implement the ASA Equality Policy (as may be amended from time to time).

- 3.3. Nothing in this constitution shall authorise the CIO to undertake activities that are not charitable in accordance with [section 7 of] the Charities and Trustee Investment (Scotland) Act 2005 and [section 2 of] the Charities Act (Northern Ireland) 2008].

- 3.4. The CIO shall be affiliated to ASA *South East* Region and shall adopt and conform to the rules of this Association, and to such other bodies as The CIO may determine from time to time.

- 3.5. The business and affairs of The CIO shall at all times be conducted in accordance with the Articles, Regulations and Technical Rules of the Swim England (“Swim England Regulations”) and in particular:

- all competing members shall be eligible competitors as defined in Swim England Regulations; and
- The CIO shall in accordance with Swim England Regulations adopt the Swim England Child Safeguarding Policy and Procedures (“Wavepower”); 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.
- members of The CIO shall in accordance with Swim England Regulations comply with the Wavepower.

- 3.6. By virtue of the affiliation of The CIO to Swim England *South East* Region, The CIO and all members of The CIO acknowledge that they are subject to the regulations, rules and constitutions of:

- Swim England *South East* Region and
- the Swim England (to include the Swim England Code of Ethics); and
- British Swimming (in particular its Anti-Doping Rules and Judicial Code); and
- FINA, the world governing body for the sport of swimming in all its disciplines (together “the Governing Body Rules”).

3.7. In the event that there shall be any conflict between any rule or by-law of the Club and any of the Governing Body Rules then the relevant Governing Body Rule shall prevail.

4. Membership

- 4.1. The total membership of The CIO shall not normally be limited. If, however, the Board of Trustees considers that there is a good reason to impose or remove any limit from time to time then the Board of Trustees shall put forward appropriate proposals for consideration to the membership at a General Meeting of The CIO.
- 4.2. All persons who assist in any way with The CIO's activities shall become members of The CIO and hence of the Swim England and the relevant Swim England membership fee shall be paid. Assisting with The CIO's activities shall include, but not be restricted to, administrators, associate members, voluntary instructors, teachers and coaches, Board of Trustees members, 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.
- 4.3. Paid instructors, teachers and coaches who are not members of The CIO must be members of a body which accepts that its members are bound by the Swim England's Code of Ethics, the Laws and Regulations relating to Child Protection and those parts of the Judicial Laws, Judicial Regulations and procedures necessary for their implementation and whilst engaged in activities under the jurisdiction of the Swim England shall be subject to all the constraints and privileges of the Judicial Laws and Regulations.
- 4.4. Any person who wishes to become a member of The CIO must submit a signed application to the membership officer (and in the case of a junior swimmer the application must be signed by the swimmer's parent or guardian). Administration of membership shall be undertaken by the membership officer. Any proposed refusal for membership will require agreement by the Board of Trustees.
- 4.5. The CIO shall be required to give reasons for the refusal of any application for membership. Any person refused membership may seek a review of this decision before a Review Panel appointed by the Board of Trustees ("Review Panel") comprised of not less than three members (who may or may not be members of the Board of Trustees). The Review Panel shall, wherever practicable, include one independent member nominated by the Swim England South East Region. The person refused membership shall be entitled to make representations to the Review Panel. The procedures for review shall be at the discretion of the Review Panel whose decision shall be final and binding.
- 4.6. In its consideration of applications for membership, The CIO shall not act in a discriminatory manner and in particular, shall adhere to the Equality Act 2010 (as may be amended). Accordingly, (unless the CIO chooses to restrict its membership to only people who share the same Protected Characteristic) The CIO shall not refuse membership on the basis of a Protected Characteristic within 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.
- 4.7. The CIO may refuse membership only for good and sufficient cause, such as conduct or character likely to bring The CIO or the sport into disrepute, or, in the case of a swimmer, being unable to achieve the entry standards as laid down and provided by The CIO to the applicant for membership.
- 4.8. Membership of the CIO cannot be transferred to another person

5. Subscription and Other Fees

- 5.1. The annual membership and regular fees shall be determined by the Board of Trustees and they shall, in so doing, make special provision for different classes of membership. Any increase in fees shall be advised to the members in writing, including reasons for any increase.
- 5.2. The annual membership shall be due on joining The CIO and thereafter on the 1st day of January each year.
- 5.3. Any member whose fees are unpaid by the date falling 30 days after the due date for payment may be suspended by the Board of Trustees from some or all CIO activities from a date to be determined by the Board of Trustees and until such payment is made.
- 5.4. The Board of Trustees 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 CIO pays the individual Swim England Membership Fees to the 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 at the next Annual General Meeting
- 5.5. The CIO shall have the power in special circumstances to remit the whole or part of the fees, including the Swim England membership fees, to address issues of social inclusion.

6. Resignation

- 6.1. A member wishing to resign membership of The CIO must give the membership officer 30 days written notice of his/her resignation. A member's resignation shall only take effect when this (clause 6.1) has been complied with.
- 6.2. Any member who resigns from The CIO in accordance with clause 6.1 above shall not be entitled to have any part of the annual membership fee or any other fees returned.
- 6.3. Notwithstanding the provisions of clause 6.1 above a member whose fees are more than two months in arrears shall be deemed to have resigned. Where the membership of a member shall be terminated in this way, he/she, or the relevant parent or guardian, shall be informed in writing that he/she is no longer a member. The Swim England Membership Department shall be informed should a member resign when still owing money or goods to the CIO.

7. Expulsion and Other Disciplinary Action

- 7.1. The Board of Trustees shall have power to expel a member when, in its opinion, it would not be in the interests of The CIO for the individual to remain a member. The CIO in exercising this power shall comply with the provisions of clauses 7.3 and 7.4 below.
- 7.2. Upon expulsion the former member shall not be entitled to have any part of the annual membership fee to be refunded and must return any CIO or external body's property held forthwith. The CIO, in exercising this power, is required to comply with the provision of clauses 7.3 and 7.4 below.
- 7.3. The CIO shall comply with the relevant Judicial Regulations for handling Internal Club Disputes Procedures ("the Procedures") as the same may be revised from time to time. (A copy of the current Procedures may be obtained from the website or from the Swim England Office of Judicial).
- 7.4. A member may not be expelled or (subject to clause 7.5 below) be made the subject of any other penalty unless the panel hearing the complaint shall by a two-thirds majority vote in favour of the expulsion of (or other penalty imposed upon) the member.

7.5. The Officers of The CIO (or any person to whom the Board of Trustees shall delegate this power) 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 CIO. Where such action is taken the incident or matter will thereafter be dealt with in accordance with the appropriate Judicial Regulations.

8. Board of Trustees

8.1. Functions and duties of charity trustees. The charity trustees shall manage the affairs of the CIO and may for that purpose exercise all the powers of the CIO. It is the duty of each charity trustee:

- to exercise his or her powers and to perform his or her functions as a trustee of the CIO in the way he or she decides in good faith would be most likely to further the purposes of the CIO; and
- to exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to: (i) any special knowledge or experience that he or she has or holds himself or herself out as having; and (ii) if he or she acts as a charity trustee of the CIO in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.

8.2. The Trustees shall maintain an Accident Book in which all accidents to Club members at swimming related activities shall be recorded. Details of such accidents shall be reported to the insurers in accordance with the Accident / Incident Notification Guidelines. The CIO shall make an annual return to the Swim England Membership Department indicating whether or not an entry has been made in the prescribed online form.

8.3. Eligibility for trusteeship

- Every charity trustee must be a natural person.
- No one may be appointed as a charity trustee: (i) if he or she is under the age of 18 years; or (ii) if he or she would automatically cease to hold office under the provisions of sub clause 8.7
- No one is entitled to act as a charity trustee whether on appointment or on any reappointment until he or she has expressly acknowledged, in whatever way the charity trustees decide, his or her acceptance of the office of charity trustee.

8.4. Number of charity trustees

- There must be at least three charity trustees. If the number falls below this minimum, the remaining trustee or trustees may act only to call a meeting of the charity trustees, or appoint a new charity trustee
- The maximum number of charity trustees is nine, of which at least a majority are to be elected by the membership of the CIO and the remaining positions may be co-opted by the elected trustees. The charity trustees may not appoint any charity trustee if as a result the number of charity trustees would exceed the maximum.

8.5. Trustee Roles and Responsibilities

- The Board of Trustees shall consist of the Chairman, Secretary, Treasurer (together “the Executive Officers of The CIO”) and other elected or co-opted members, all of whom must be members of The CIO.
- The Board of Trustees shall appoint a member of The CIO as Welfare Officer who must be not less than 18 years of age, who should have an appropriate background and who is required to undertake

appropriate training in accordance with Wavepower. The Welfare Officer will have a right to attend the relevant parts of the Trustee meetings without a power to vote. The Welfare Officer shall not be a member of the teaching and coaching staff or the Team Manager or a member of the family of an officer, Board of Trustees member, the teaching and coaching staff or the Team Manager. The Welfare Officer shall report to the Board on all aspects of welfare concerning members of The CIO.

8.6. Appointment of Trustees

- Nominations for election of charity trustees shall be made in writing by the proposer and seconder to the secretary not later than 14 days before the annual general meeting. The nominee shall indicate in writing his/her willingness to stand for election. Supporting statements for nominees will be distributed to the membership within the general meeting supporting documentation;
- Nominees will be elected to the Board of Trustees if they receive a majority vote at the general meeting. If there are more nominees than available positions, voting shall be conducted by ballot, by means determined appropriate by the Chair, and those securing the most votes will be appointed;
- At every annual general meeting of the members of the CIO, one-third of the charity trustees shall retire from office. If the number of charity trustees is not three or a multiple of three, then the number nearest to one-third shall retire from office, but if there is only one charity trustee, he or she shall retire;
- The charity trustees to retire by rotation shall be those who have been longest in office since their last appointment or reappointment. If any trustees were last appointed or reappointed on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot;
- Any person who retires as a charity trustee by rotation or by giving notice to the CIO is eligible for reappointment. A charity trustee who has served for four consecutive terms may not be reappointed unless an interval of at least two years has elapsed since last holding post. A term is deemed to be from the time of appointment to the time of retirement as a result of rotation;
- The charity trustees may at any time decide to co-opt a new charity trustee, whether in place of a charity trustee who has retired or been removed in accordance with clause 8.7, or as an additional charity trustee, provided that the limit specified in clause 8.4 on the number of charity trustees would not as a result be exceeded;
- A person so appointed by the charity trustees shall retire at the conclusion of the next annual general meeting after the date of his or her appointment and shall not be counted for the purpose of determining which of the charity trustees is to retire by rotation at that meeting.

8.7. Retirement and removal of charity trustees

- A charity trustee ceases to hold office if he or she: (i)retires by notifying the CIO in writing; (ii) is absent without the permission of the charity trustees from all their meetings held within a period of six months and the trustees resolve that his or her office be vacated; (iii) dies; (iv) becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs; (v) is removed by the members of the CIO in accordance with clause 8.7 or (vi) is disqualified from acting as a charity trustee by virtue of section 178-180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).
- A charity trustee shall be removed from office if a resolution to remove that trustee is proposed at a general meeting of the members called for that purpose and properly convened in accordance with clause 12 and 13, and the resolution is passed by a two-thirds majority of votes cast at the meeting.

- A resolution to remove a charity trustee in accordance with this clause shall not take effect unless the individual concerned has been given at least 21 clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been given a reasonable opportunity of making oral and/or written representations to the members of the CIO.

8.8. Board of Trustee Meetings

- Trustee meetings shall be held not less than quarterly (save where the Board of Trustees itself shall by a simple majority resolve not to meet), and the quorum of that meeting shall be such number as shall represent not less than a simple majority of the Board members (to include not less than one Executive Officer). The Chairman and the Secretary shall have discretion to call further meetings of the Board of Trustees if they consider it to be in the interests of The CIO. The Secretary shall give all the members of the Board not less than two days oral *or* written notice of a meeting. Decisions of the Board shall be made by a simple majority (and in the event of equality of votes the Chairman (or the acting Chairman of that meeting) shall have a casting or additional vote.) The Secretary, or in his/her absence a member of the Board, shall take minutes.
- In the event that a quorum is not present within 30 minutes of the published start time, a meeting shall stand adjourned to the time and date falling seven days after the date of the meeting, or such other date and time as may be determined by the Chairman. If a quorum is not present at the adjourned meeting then those Board of Trustees members attending may act for the purpose of calling a Special General Meeting of the members, to which the provisions as to minimum notice contained in clause 14.1 shall not apply.
- The Board of Trustees may from time to time appoint from among their number such sub-committees as they may consider necessary (and to remove (in whole or in part) or vary the terms of reference of such sub-committees) and may delegate to them such of the powers and duties of the Board as the Board may determine. All sub-committees shall periodically report their proceedings to the Board of Trustees and shall conduct their business in accordance with the directions of the Board.
- The Board of Trustees shall be responsible for the management of The CIO and shall have the sole right of appointing and determining the terms and conditions of service of employees of The CIO. The Board of Trustees shall have power to enter into contracts for the purposes of The CIO on behalf of all the members of The CIO. The Board of Trustees shall be responsible for ensuring that the Accounts of The CIO for each financial year be examined by an independent examiner to be appointed by the members in General Meeting.
- The Board of Trustees shall have power to make regulations, create by-laws (see clause 16.1) and to settle disputed points not otherwise provided for in this Constitution.

9. Benefits and payments to charity trustees and connected persons

9.1. General provisions. No charity trustee or connected person may:

- buy or receive any goods or services from the CIO on terms preferential to those applicable to members of the public;
- sell goods, services, or any interest in land to the CIO;
- be employed by, or receive any remuneration from, the CIO, unless declared to the Board;

- receive any other financial benefit from the CIO; unless the payment or benefit is permitted by sub-clause 9.2 of this clause or authorised by the court or the Charity Commission (“the Commission”). In this clause, a “financial benefit” means a benefit, direct or indirect, which is either money or has a monetary value.

9.2. Scope and powers permitting trustees’ or connected persons’ benefits

- A charity trustee or connected person may receive a benefit from the CIO as a beneficiary of the CIO provided that it is available generally to the beneficiaries of the CIO.
- A charity trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the CIO where that is permitted in accordance with, and subject to the conditions in, section 185 to 188 of the Charities Act 2011.
- Subject to sub-clause 9.3 of this clause a charity trustee or connected person may provide the CIO with goods that are not supplied in connection with services provided to the CIO by the charity trustee or connected person.
- A charity trustee or connected person may receive interest on money lent to the CIO at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- A charity trustee or connected person may receive rent for premises let by the trustee or connected person to the CIO. The amount of the rent and the other terms of the lease must be reasonable and proper. The charity trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- A charity trustee or connected person may take part in the normal trading and fundraising activities of the CIO on the same terms as members of the public.

9.3. Payment for supply of goods only – controls The CIO and its charity trustees may only rely upon the authority provided by sub-clause 9.2 of this clause if each of the following conditions is satisfied:

- The amount or maximum amount of the payment for the goods is set out in a written agreement between the CIO and the charity trustee or connected person supplying the goods (“the supplier”).
- 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.
- The other charity trustees are satisfied that it is in the best interests of the CIO to contract with the supplier rather than with someone who is not a charity trustee or connected person. In reaching that decision the charity trustees must balance the advantage of contracting with a charity trustee or connected person against the disadvantages of doing so.
- The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the CIO.
- The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of charity trustees is present at the meeting.
- The reason for their decision is recorded by the charity trustees in the minute book.
- A majority of the charity trustees then in office are not in receipt of remuneration or payments authorised by clause 9.

9.4. In sub-clauses 9.2 and 9.3 of this clause:

- “the CIO” includes any company in which the CIO: holds more than 50% of the shares; or controls more than 50% of the voting rights attached to the shares; or has the right to appoint one or more directors to the board of the company;
- “connected person” includes any person within the definition set out in clause 20;

10. Conflicts of interest and conflicts of loyalty.

- 10.1. A charity trustee 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 CIO or in any transaction or arrangement entered into by the CIO which has not previously been declared; and
- 10.2. A charity trustee must absent himself or herself from any discussions of the charity trustees in which it is possible that a conflict of interest will arise between his or her duty to act solely in the interests of the CIO and any personal interest (including but not limited to any financial interest). Any charity trustee absents himself or herself from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the charity trustees on the matter.

11. Ceremonial Positions and Honorary Members/Life Members

- 11.1. The Annual General Meeting of The CIO if it thinks fit may elect a President and Vice-Presidents. A President or Vice-President need not be a member of The CIO on election shall, *ex officio*, be an honorary member of The CIO and must be included in The CIO’s Annual Return of Members to the Swim England
- 11.2. The Board of Trustees may elect any person as an honorary member of The CIO for such period as it thinks fit, or as a Life Member, and they shall be entitled to all the privileges of membership except that they shall not be entitled to vote at meetings and serve as Officers or on the Board of Trustees unless any such person shall have retained in addition their ordinary membership of The CIO. Such honorary members and Life Members must be included in The CIO’s annual return as to membership.
- 11.3. Once created by the Board of Trustees, honorary and/or Life membership categories may only be removed (notwithstanding that persons may hold these categories of membership) at an Annual General Meeting of The CIO when it shall be properly proposed in accordance with these Rules.
- 11.4. A minimum of 14 days in advance of the Annual General Meeting, the Board of Trustees shall write to all holders of honorary and/or Life membership effected by the above proposal drawing the proposal to his/her/their attention and inviting him/her/them to attend the Annual General Meeting.
- 11.5. Where the effected holder or holders of the honorary and/or Life membership do not attend or are unable to attend the Annual General Meeting, the Chairman may allow the matter (in so far as it relates to the absent person(s)) to proceed directly to vote, which shall be by [show of hands OR secret ballot]

12. Annual General Meeting

- 12.1. The Annual General Meeting of The CIO shall be held each year and at intervals of not more than 15 months. The date, time and venue for the Annual General Meeting shall be fixed by the Board of Trustees and shared with the membership at least 28 days ahead of the meeting. Supporting documentation for the meeting will be distributed at least 7 days ahead of the meeting
- 12.2. The purpose of the Annual General Meeting is to transact the following business:

- to receive the Annual Report of the activities of The CIO during the previous year;
- to receive and consider the accounts of The CIO for the previous year and the report on the accounts from the independent examiner and any other reports as to the financial position of The CIO
- to remove and elect the independent examiner (who must not be a member of the Board of Trustees or a member of the family of a member of the Board of Trustees) or confirm that he/she remain in office:
- to elect / re-elect the members of the Board of Trustees, as per clause 8.5
- to decide on the dissolution of existing honorary and/or Life membership categories;
- to decide on any resolution which may be duly submitted in accordance with Rule 12.3

12.3. Nominations for election of members to any office or for membership of the Board of Trustees shall be made in writing by the proposer and seconder to the Secretary not later than 21 days prior to the meeting. The nominee shall be required to indicate in writing on the nomination form his/her willingness to stand for election. Notice of any resolution proposed to be moved at the Annual General Meeting shall be given in writing to the Secretary not later than 14 days prior to the meeting.

13. Special General Meeting

13.1. A Special General Meeting may be called at any time by the Board of Trustees. A Special General Meeting shall be called by The CIO within 28 days of receipt by the CIO of a requisition in writing signed by not less than seven members entitled to attend and vote at a General Meeting or, if greater, such number as represents one-tenth in number of such members, stating the purposes for which the meeting is required and the resolutions proposed. As per clause 12.1, members will be given 28 days' notice of the meeting and receive supporting documentation 7 days in advance of it.

14. Procedure at the Annual and Special General Meetings

14.1. The CIO shall be responsible for distributing to each member, by e-mail or similar form of communication, a written agenda giving notice of the date, time and place of the General Meeting at least 28 days in advance, inviting resolutions and nominations as required. Supporting documentation for the general meeting, including a list of the nominees and statements for the Trustee posts, resolutions, and a copy of the examined accounts, as appropriate, will be distributed at least 7 days ahead of the meeting.

14.2. The quorum for the Annual and Special General Meetings shall be three percent of the membership or 10 members, whichever is the greater of those entitled to attend and vote at the Meeting.

14.3. The Chairman, or in the Chairman's absence a member appointed by the Trustees, shall take the chair. Each member present shall have one vote and resolutions shall be passed by a simple majority. For the procedures for submitting resolutions to be considered at a General Meeting, members are referred to clause 12.3 and 15.1. In the event of an equality of votes the Chairman shall have a casting or additional vote. Only paid up members who have reached their 16th birthday shall be entitled to be heard and to vote on all matters. (Members who have not reached their 16th birthday shall be entitled to be heard and vote only on those matters determined by the Chairman as matters concerning juniors, such as the election of club captains.)

- 14.4. The Trustees shall appoint an appropriate person to take minutes at the Annual and Special General Meetings.
- 14.5. The Chairman shall at all General Meetings have unlimited authority upon every question of order and shall be, for the purpose of such meeting, the sole interpreter of the Rules of The CIO.

15. Resolutions and Alteration of the Rules

- 15.1. Such number of members as represent five percent in number of the members entitled to attend and vote at a General Meeting shall be entitled to put any proposal for consideration at any General Meeting provided the proposal in writing shall have been handed to or posted to The CIO so as to be received no later than 21 days before the meeting. Thereafter the CIO shall supply a copy of the proposal or resolution to the members in the manner provided in clause 12.1 and 13.1.
- 15.2. Subject to obtaining Charity Commission approval for Regulated Alterations, the Articles may be altered by resolution at a general meeting, provided that the resolution is carried by a majority of at least 75% 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 the ASA through the ASA South East Region

16. By-Laws

- 16.1. The Board of Trustees shall have power to make, repeal and amend such by-laws as they may from time to time consider necessary for the well-being of The CIO which by-laws, repeals and amendments shall have effect until set aside by the Board or at a General Meeting.

17. Financial Powers and Management

- 17.1. The CIO has power to do anything which is calculated to further its objects or is conducive or incidental to doing so. In particular, the CIO's powers include power to:
- borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed. The CIO must comply as appropriate with sections 124 and 125 of the Charities Act 2011 if it wishes to mortgage land;
 - buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
 - sell, lease or otherwise dispose of all or any part of the property belonging to the CIO. In exercising this power, the CIO must comply as appropriate with sections 117 and 119-123 of the Charities Act 2011;
 - employ and remunerate such staff as are necessary for carrying out the work of the CIO. The CIO may employ or remunerate a charity trustee only to the extent that it is permitted to do so by clause 9 and provided it complies with the conditions of those clauses;
 - deposit or invest funds, employ a professional fund-manager, and arrange for the investments or other property of the CIO to be held in the name of a nominee, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;
- 17.2. All moneys payable to The CIO shall be received by the Treasurer and deposited in a bank account in the name of The CIO. No sum shall be drawn from that account except by cheque signed by two of the

three signatories who shall be the Chairman, Secretary and Treasurer. Any monies not required for immediate use may be invested as the Board of Trustees in its discretion think fit.

17.3. The financial transactions of The CIO shall be recorded by the Treasurer in such manner as the Board of Trustees thinks fit.

17.4. The financial year of The CIO shall be the period commencing on 1 September and ending on 31 August. Any change to the financial year shall require the approval of the members in a General Meeting.

17.5. The Board of Trustees shall retain all financial records relating to The CIO and copies of Minutes of all meetings for a minimum period of six years.

18. Application of Income and Property

18.1. The income and property of the CIO must be applied solely towards the promotion of the objects.

18.2. A charity trustee is entitled to be reimbursed from the property of the CIO or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the CIO.

18.3. A charity trustee may benefit from trustee indemnity insurance cover purchased at the CIO's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.

18.4. None of the income or property of the CIO may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the CIO. This does not prevent a member who is not also a charity trustee receiving:

- a benefit from the CIO as a beneficiary of the CIO;
- reasonable and proper remuneration for any goods or services supplied to the CIO.

18.5. Nothing in this clause shall prevent a charity trustee or connected person receiving any benefit or payment which is authorised by clause 9.

19. Dissolution

19.1. A resolution to dissolve The CIO 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.

19.2. Subject to the payment of all the CIO's debts;

19.3. Any resolution for the winding up of the CIO, or for the dissolution of the CIO without winding up, may contain a provision directing how any remaining assets of the CIO shall be applied.

19.4. If the resolution does not contain such a provision, the charity trustees must decide how any remaining assets of the CIO shall be applied.

19.5. In either case the remaining assets must be applied for charitable purposes the same as or similar to those of the CIO.

19.6. The CIO must observe the requirements of the Dissolution Regulations in applying to the Commission for the CIO to be removed from the Register of Charities, and in particular:

19.7. the charity trustees must send with their application to the Commission: (i) a copy of the resolution passed by the members of the CIO; (ii) a declaration by the charity trustees that any debts and other liabilities of the CIO have been settled or otherwise provided for in full; and (iii) a statement by the

charity trustees setting out the way in which any property of the CIO has been or is to be applied prior to its dissolution in accordance with this constitution;

19.8. the charity trustees must ensure that a copy of the application is sent within seven days to every member and employee of the CIO, and to any charity trustee of the CIO who was not privy to the application.

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

19.10. The members of the CIO have no liability to contribute to its assets and no personal responsibility for settling its debts and liabilities.

20. Interpretation

20.1. In this constitution: A natural person means a real human being, as distinguished from a corporation which is often treated at law as a fictitious person.

20.2. A “connected person” means:

- a child, parent, grandchild, grandparent, brother or sister of the charity trustee;
- the spouse or civil partner of the charity trustee or of any person falling within sub-clause above;
- a person carrying on business in partnership with the charity trustee or with any person falling within sub-clauses above;
- an institution which is controlled; (i) by the charity trustee or any connected person falling within sub-clauses above; or (ii) by two or more persons falling within (i), when taken together
- a body corporate in which; (i) the charity trustee or any connected person falling within clause 20.2 has a substantial interest; or (ii) two or more persons falling within sub-clause (i) who, when taken together, have a substantial interest.

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

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

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

20.6. “charity trustee” means a charity trustee of the CIO.

20.7. ASA refers to the Amateur Swimming Association and is more referred to under its branded name of Swim England.

21. Acknowledgement

21.1. The Members acknowledge that these Rules constitute a legally binding contract to regulate the relationship of the members with each other and The CIO.

21.2. The following statement must appear on CIO membership forms and is to be signed by the member. It must also be countersigned by the parent, or a person having parental responsibility for the member, if under 18 years of age:

“I acknowledge receipt of the rules of The CIO and confirm my understanding and acceptance that such rules (as amended from time to time) shall govern my membership of The CIO. I further acknowledge and accept the responsibilities of membership upon members as set out in these rules.”