

WINCHESTER RUNNING CLUB

Constitution of a Charitable Incorporated Organisation with voting Members other than its Charity Trustees (Based upon the Charity Commission 'Association' model Constitution with amendments)

Date of Constitution (last amended):

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1. Name

The name of the Charitable Incorporated Organisation is Winchester Running Club ("the Club").

2. National location of principal office

The principal office of the Club is and shall always be in England. The location of the principal office of the Club shall be determined by the Trustees from time to time.

3. Objects

The objects of the Club are for the public benefit generally, with particular reference to the inhabitants of Winchester and its surrounding areas, to promote community participation in healthy recreation by providing:

- (1) A platform for people to participate in athletics including running, track & field and such other related sports capable of improving fitness and health; and
- (2) Coaching, competition and other services to support these activities.

4. Powers

The Club has power to do anything which is calculated to further its objects or is conducive or incidental to doing so. In particular, the Club has power to:

- (1) borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed. The Club must comply as appropriate with sections 124 and 125 of the Charities Act 2011 if it wishes to mortgage land;
- (2) buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- (3) sell, lease or otherwise dispose of all or any part of the property belonging to the Club. In exercising this power, the Club must comply as appropriate with sections 117 and 119-123 of the Charities Act 2011;
- (4) employ, engage and remunerate such staff and other persons as are necessary for

carrying out the work of the Club. The Club may employ, engage or remunerate a Charity Trustee only to the extent that it is permitted to do so by clause 6 (Benefits and payments to Charity Trustees and Connected Persons) and provided it complies with the conditions of that clause;

- (5) deposit or invest funds, employ a professional fund-manager, and arrange for the investments or other property of the Club to be held in the name of a nominee, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000.

5. Application of income and property

- (1) The income and property of the Club must be applied solely towards the promotion of the objects.
- (2) None of the income or property of the Club may, except as permitted by this Constitution, be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to or for the benefit of any Member or to any Connected Person. This does not prevent:
 - (a) a Member or Connected Person receiving a benefit from the Club as a beneficiary of the charitable objects of the Club;
 - (b) a Member or Connected Person receiving reasonable and proper remuneration for any goods or services supplied to the Club;
 - (c) a Charity Trustee or Connected Person receiving any benefit or payment which is authorised by clause 6.

6. Benefits and payments to Charity Trustees and Connected Persons

(1) General provisions

No Charity Trustee or Connected Person may:

- (a) buy or receive any goods or services from the Club on terms preferential to those applicable to Members of the public or to other Members generally;
- (b) sell goods, services, or any interest in land to the Club;
- (c) be employed by, or receive any remuneration from, the Club;
- (d) receive any other financial benefit from the Club;

unless the payment or benefit is permitted by sub-clause (2) of this clause or authorised by the court or the prior written consent of the Charity Commission (“the Commission”) has been obtained. In this clause, a “financial benefit” means a benefit, direct or

indirect, which is either money or has a monetary value.

(2) Scope and powers permitting trustees' or Connected Persons' benefits

- (a) A Charity Trustee or Connected Person may receive a benefit from the Club as a Member provided that it is generally available to all Members.
- (b) A Charity Trustee or Connected Person may enter into a contract for the supply of services and/or goods to the Club where that is permitted in accordance with, and subject to the conditions in, sections 185 to 188 of the Charities Act 2011.
- (c) A Charity Trustee or Connected Person may receive interest on money lent to the Club at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- (d) A Charity Trustee or Connected Person may receive rent for premises let by the trustee or Connected Person to the Club. The amount of the rent and the other terms of the lease must be reasonable and proper. The Charity Trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- (e) A Charity Trustee or Connected Person may take part in the normal trading and fundraising activities of the Club on the same terms as Members of the public.
- (f) A Charity Trustee is entitled to be reimbursed from the property of the Club reasonable expenses properly incurred by them when acting on behalf of the Club.
- (g) A Charity Trustee may benefit from trustee indemnity insurance cover purchased at the Club's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.

7. Conflicts of interest and conflicts of loyalty

A Charity Trustee must:

- (1) declare the nature and extent of any interest, direct or indirect, which they have in a proposed transaction or arrangement in connection with the Club; and
- (2) declare the nature and extent of any interest or involvement, direct or indirect, in any situation concerning the Club (including, without limitation, any issue arising between the Club and any Member or other person or between Members) which could reasonably be considered to be capable of giving rise to a conflict of interest or a conflict of loyalty in respect thereof; and
- (3) absent himself or herself from any discussions (and not participate in any decision) of the Charity Trustees in which it is possible that a conflict of interest

will arise, or could reasonably be considered to be capable of arising, between their duty to act solely in the interests of the Club and any personal interest (including but not limited to any financial interest) or loyalty.

Any Charity Trustee required to absent himself or herself from any discussions (or not to participate in any decision) 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.

8. No liability of Members to contribute to the assets of the Club or in respect of its liabilities

No Member shall have any liability, whether during the existence of the Club or on or following its cessation or winding up, to contribute to the assets of the Club or for settling or contributing to any of the Club's debts or liabilities.

9. Membership of the Club

(1) Admission of new Members

(a) Eligibility

Membership of the Club is open to any natural person who is interested in furthering its purposes, and who, by applying for Membership, has indicated their agreement to become a Member and acceptance of the duty of Members set out in sub-clause (3) of this clause.

(b) Admission procedure

The Charity Trustees:

- (i) may require applications for Membership to be made in any reasonable way that they decide;
- (ii) shall, if they approve an application for Membership, notify the applicant of their decision in writing within 21 days following receipt of the application;
- (iii) may refuse an application for Membership if, acting reasonably, they believe that it is in the best interests of the Club for them to do so;

- (iv) shall, if they decide to refuse an application for Membership, give the applicant their reasons for doing so in writing, within 21 days of the decision being taken, and give the applicant the opportunity to appeal against the refusal (through such procedure as the Charity Trustees, acting reasonably and fairly, consider appropriate which procedure shall be notified in writing to the applicant)). The appeal procedure for this purpose will, so far as reasonably practicable, be consistent with the then current policy and procedures adopted by the Club in respect of complaints and disputes matters; and
- (v) shall, in the event of an initial refusal, give fair consideration to any such appeal, and shall inform the applicant of their decision in writing within 21 days following submission of such appeal. Any properly taken decision to confirm refusal of the application for Membership shall be final.

(2) Transfer of Membership

Membership of the Club cannot be transferred to anyone.

(3) Duty of Members

It is the duty of each Member to exercise their powers as a Member in the way they decide in good faith would be most likely to further the purposes of the Club.

(4) Termination of Membership

- (a) Membership of the Club comes to an end:
 - (i) if the Member dies, immediately on death; or
 - (ii) if the Member sends a written notice of resignation as a Member to the Charity Trustees immediately upon such notice being received by any Charity Trustee; or
 - (iii) if any sum of money owed by the Member to the Club is not paid in full within one months of its falling due and, the Charity Trustees having given not less than 21 days' notice in writing to the Member's last known address that failure to pay such sum will result in termination of Membership, such sum remaining unpaid at the end of such 21 day period; or
 - (iv) if subject to compliance with sub-clause (b) of this clause, the Charity Trustees entitled to vote on the matter in question, acting reasonably and fairly, decide that it is in the best interests of the Club that the Member in question should be removed from Membership they must pass a 75% vote in favour to that effect. Matters which may justify

the application of this provision include, without limitation, where the Member is convicted of a serious criminal offence which involves dishonesty, breach of safeguarding, illegal drugs, violence, or any serious criminal offence against children or where the Member has been found, through due process, to be in serious breach of any of the Club's policies. Any removal under this subclause based on the behaviour of the Member shall only be permitted if this subclause is invoked within a reasonable time following such behaviour first coming to the attention of the Charity Trustees. For clarity the Trustees regard a reasonable time period to start from when the matter was first minuted as having been discussed at a Trustee meeting or formally brought to the attention of Trustees by electronic form.

- (b) Before the Charity Trustees take any decision to remove someone from Membership of the Club they must:
 - (i) inform the Member in writing of the reasons why it is proposed to remove them from Membership, giving full details of the reasons such that the Member has sufficient information on which to base their representations against removal, consistent with the best principles of natural justice;
 - (ii) give the Member at least 21 days' notice in which to make written representations to the Chair at the Charity's address as to why they should not be removed from Membership;
 - (iii) at a duly constituted meeting of the Charity Trustees, consider, fairly and impartially, whether or not the Member should be removed from Membership;
 - (iv) consider at that meeting, fairly and impartially, any written representations which the Member makes as to why the Member should not be removed; and
 - (v) inform the Member in writing of their right and allow the Member to make any additional representations in person at that meeting. Subject to the discretion of the Trustees in the case of ill health or disability the member may be allowed to nominate a representative to attend the meeting and make representations of their behalf. All representations must be of reasonable duration.
- (c) All proceedings and decisions in connection with the removal of any Member shall be conducted in accordance with the best principles of fairness, impartiality, corporate governance. No Charity Trustee with any actual or potential personal interest, conflict of interest or conflict of loyalty in connection with the Member or their potential removal shall participate in any

way or seek to influence the decision on the matter. In the event that a majority of the Charity Trustees is excluded from participation by this sub-clause, the Charity Trustees shall delegate the matter to a committee of Members who are not so excluded.

- (d) The decision whether or not to remove the Member in question together with the reasons for such decision shall be communicated to the Member in writing not more than 21 days after the meeting referred to in sub-clause (b) of this clause.
- (e) If the removal of any Member is based on a matter which is capable of being governed by any of the policies and procedures of the Club (rather than under this Constitution), the Charity Trustees must comply with those policies and procedures in full (including any appeal procedure) before any consideration of any proposal to remove the Member is made under this Constitution.
- (f) No membership fees are repayable following a member's removal under clause 9(4).
- (g) The Trustees have the power to suspend the Member's attendance at club events upon written notice to the Member for the duration of the removal process.

(5) Membership fees

The Club may require Members to pay reasonable Membership fees to the Club.

(6) Informal or associate (non-voting) Membership

- (a) The Charity Trustees may create associate or other classes of non-voting Membership and may determine the rights and obligations of any such Members (including payment of Membership fees), and the conditions for admission to, and termination of Membership of any such class of Members.
- (b) Other references in this Constitution to "Members" and "Membership" do not apply to non-voting Members, and non-voting Members do not qualify as Members for any purpose under the Charities Acts, General Regulations or Dissolution Regulations.

10. Members' decisions

(1) General provisions

Except for those decisions that must be taken in a particular way as indicated in sub-clause (4) of this clause, decisions of the Members may be taken either

by vote at a duly convened and held General Meeting as provided in sub-clause (2) of this clause or by written resolution as provided in sub-clause (3) of this clause.

(2) Taking ordinary decisions by vote

Subject to sub-clause (4) of this clause, any decision of the Members may be taken by means of a resolution at a duly convened and held General Meeting. Such a resolution may be passed by a simple majority of votes cast at the meeting. Votes at any General Meeting shall first be cast by a show of hands of those Members present in person or by duly appointed proxy. Any Member or Members present in person or by duly appointed proxy at the General Meeting representing not less than 5% of the votes entitled to be cast may, during the General Meeting, request that the vote on any resolution put to the General Meeting shall be conducted by poll (in which all votes cast in person, by proxy, and by email shall be included). In the event of a poll, the procedure for conducting the poll shall be as determined by the Charity Trustees in advance of the poll, or, failing such determination, as determined by the chair of the Meeting in question acting fairly and reasonably and in accordance with generally accepted principles of good corporate governance and any guidance from the Charity Commission.

(3) Taking ordinary decisions by written resolution without a General Meeting

- (a) Subject to sub-clause (5) of this clause, a resolution in writing agreed by a simple majority of all the Members who would have been entitled to vote upon it had it been proposed at a General Meeting shall be effective, provided that:
 - (i) a copy of the proposed resolution has been circulated to all the Members eligible to vote; and
 - (ii) a simple majority of Members has signified its agreement to the resolution in a document or documents which are received at the principal office of the Club within the period of 28 days beginning with the circulation date.
- (b) Any Member may signify their agreement to the resolution by email or by other manual or electronic means, in person, by proxy or by a duly appointed representative, agent or attorney. Any such signification which appears on its face to reflect the intention of the Member shall be presumed to be valid and effective unless and until proven otherwise or unless and until the Member states that such signification is not theirs. No objection shall be made to any document on the grounds that it bears a copy, facsimile or electronic signature or authorisation and the Club shall not be entitled to require additional documentation to support the same.
- (c) The resolution in writing may comprise several copies to which one or more Members has signified their agreement.
- (d) Eligibility to vote on the resolution is limited to Members who are Members on the

date when the proposal is first circulated in accordance with paragraph (a) above.

(4) Members' Requisition of General Meeting

- (a) Not less than 5% of the Members entitled to vote on a resolution may request the Charity Trustees to convene a General Meeting at which such resolution shall be put.
- (b) The Charity Trustees must within 21 days of receiving such a request send a Notice convening the General Meeting if:
 - (i) the proposal is lawful;
 - (ii) the proposal is stated with sufficient clarity to enable effect to be given to it if it is agreed by the Members; and
 - (iii) effect can lawfully be given to the proposal if it is so agreed.
- (c) Sub-clauses (a) to (c) of this clause and clause 11(2) apply to a proposal made at the request of Members.

(5) Decisions that must be taken in a particular way

- (a) Any decision by the Members to remove a Charity Trustee must be taken in accordance with clause 15(2) (simple majority of the Members in a General Meeting).
- (b) Any decision to amend this Constitution must be taken in accordance with clause 28 of this Constitution (Amendment of Constitution) (unanimous Written Resolution or 75% majority at a General Meeting).
- (c) Any decision to wind up or dissolve the Club must be taken in accordance with clause 29 of this Constitution (Voluntary winding up or dissolution) (unanimous Written Resolution or 75% majority at a General Meeting). Any decision to amalgamate or transfer the undertaking of the Club to one or more other Clubs must be taken in accordance with the provisions of the Charities Act 2011.

11. General Meetings of Members

(1) Types of General Meeting

- (a) There must be an Annual General Meeting of the Members:
 - (i) within 18 months following the incorporation of the Club as a CIO; and
 - (ii) thereafter at intervals of not more than 15 months.

All General Meetings of the Club other than the Annual General Meetings shall be Extraordinary General Meetings.

- (b) Each Annual General Meeting must:
 - (i) receive an annual statement of accounts of the Club (duly audited or examined where applicable);
 - (ii) receive an annual report of the Charity Trustees;
 - (iii) include arrangements for the election or re-election of Charity Trustees in accordance with clause 13.
- (c) Extraordinary General Meetings may be held at any time.

(2) Calling General Meetings

- (a) The Charity Trustees:
 - (i) must call the first and subsequent Annual General Meetings in accordance with sub-clause (1) of this clause and identify it as such in the notice of the meeting;
 - (ii) must call an Extraordinary General Meeting if required to do so pursuant to clause 10(4) and, in so doing, must comply with the provisions of clause 10(4) and sub-clause (2) of this clause; and
 - (iii) may call any other Extraordinary General Meeting of the Members at any time;
- (b) The Charity Trustees must, within 21 days, send a Notice to all Members entitled thereto convening an Extraordinary General Meeting of the Members if:
 - (i) they receive a request to do so from at least 10% of the Members entitled to vote on any resolution proposed to be put to such Extraordinary General Meeting; and
 - (ii) the request states the general nature of the business to be dealt with at the Extraordinary General Meeting;
 - (iii) the request is signed or otherwise authenticated by or on behalf of the Members making the request. For this purpose, the request may be authenticated by being signed in person, in facsimile or in electronic form by or on behalf of the Members in question. Such authentication shall be assumed (unless and until proven otherwise) to be valid and may be

signed in one or more documents (which need not be identical if their intention is clear) and may be signed in person or by a representative, agent or attorney of the Member in question.

- (c) If, at the time of any such request, there has not been any General Meeting of the Members for more than 12 months, then sub-clause (b)(i) of this clause shall have effect as if 5% were substituted for 10%.
- (d) Any such request may include particulars of a resolution that may properly be proposed, and is intended to be proposed, at the meeting.
- (e) A resolution may only properly be proposed if it is lawful.
- (f) Any General Meeting called by the Charity Trustees at the request of the Members must be held within 28 days from the date on which it is called.
- (g) If the Charity Trustees fail to comply with this obligation to call a General Meeting at the request of its Members, then the Members who requested the meeting may themselves call a General Meeting.
- (h) A General Meeting called at the request of the Members must be held not more than 3 months after the date when the Members first requested the meeting.
- (i) The Club must reimburse any reasonable expenses incurred by the Members calling a General Meeting by reason of the failure of the Charity Trustees to duly call the meeting, but the Club shall be entitled to be indemnified by the Charity Trustees who were responsible for such failure.

(3) Notice of General Meetings

- (a) The Charity Trustees, or, as the case may be, the relevant Members, must give at least 14 days' written notice of any General Meeting to all of the Members entitled to attend and vote thereat.
- (b) If it is agreed (in writing or by a show of hands) by not less than 90% of all Members entitled to vote thereon (in person or by proxy), any resolution may be proposed and passed at a General Meeting even though the requirements of sub-clause (3)(a) or (3)(c) of this clause have not been met. This sub-clause does not apply where a specified period of notice is strictly required by another clause in this Constitution, by the Charities Act 2011 or by the General Regulations.
- (c) The notice of any General Meeting must:
 - (i) state the time and date of the meeting;
 - (ii) state the address at which the meeting is to take place;

- (iii) set out the full wording of any resolution which is to be proposed at the meeting;
 - (iv) set out the general nature of any other business to be dealt with at the meeting;
 - (v) if a proposal to alter the Constitution of the Club is to be considered at the meeting, include the text of the proposed alteration;
 - (vi) include, with the notice for the Annual General Meeting, the annual statement of accounts and trustees' annual report, details of persons standing for election or re-election as Charity Trustee, or where allowed under clause 22 (Use of electronic communication), details of where the information may be found on the Club's website.
- (d) Proof that an envelope containing a notice was properly addressed, prepaid and posted, or that an electronic form of notice was properly addressed to the recipient's current email address as notified to the Club and sent, shall be conclusive evidence that the notice was given. Notice shall be deemed to be given 48 hours after it was posted or sent, if posted or sent physically and the next day if sent electronically.
- (e) The proceedings of a meeting shall not be invalidated because a Member who was entitled to receive notice of the meeting did not receive it because of accidental omission by the Club.

(4) Chairing of General Meetings

The person nominated as chair by the Charity Trustees under clause 19(2) (Chairing of meetings), shall, if present at the General Meeting and willing to act, preside as chair of the meeting on its commencement and unless and until the Members elect another person as chair pursuant to the following sentence. The Members who are present in person or by proxy at a General Meeting shall be entitled to elect by a simple majority a chair to preside at the meeting and, if they do so, such person shall take over as chair of the meeting from the conclusion of such election.

(5) Quorum at General Meetings

- (a) No business may be transacted at any General Meeting unless a quorum is present when the meeting starts.
- (b) Subject to the following provisions, the quorum for General Meetings shall be Members present in person or by proxy representing not less than 10% of the Members entitled to attend and vote at the General Meeting or, if more, three Members present in person or by proxy entitled to vote at the Meeting.
- (c) If the meeting has been called by or at the request of the Members and a quorum

is not present within 15 minutes of the starting time specified in the notice of the meeting, the meeting will be closed forthwith.

- (d) If the meeting has been called in any other way and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the chair must adjourn the meeting. The date, time and place at which the meeting will resume must be notified to the Members at least seven days before the date on which it will resume.
- (e) If a quorum is not present within 15 minutes of the start time of the adjourned meeting, the Member or Members present at the meeting constitute a quorum.
- (f) If at any time during a General Meeting a quorum ceases to be present, the meeting may discuss issues and make recommendations but may not make any decisions. If decisions are required which must be made by a General Meeting and a quorum is not present, the meeting must be adjourned.

(6) Voting at General Meetings

- (a) Every Member has one vote on each resolution or other matter put to a vote of Members. The votes of any member aged 15 or below may only be exercised by their parent or legal guardian.
- (b) Any decision other than one falling within clause 10(4) (Decisions that must be taken in a particular way) shall be taken by a simple majority of votes cast at the meeting (whether in person or by proxy and whether on a show of hands or on a poll).
- (c) A resolution put to the vote of a meeting shall be decided on a show of hands, unless a poll is demanded by any Member or the chair of the Meeting, in which case it shall be decided by poll.
- (d) A poll demanded on the election of a person to chair the meeting or on a question of adjournment must be taken immediately. A poll on any other matter shall, unless a majority of the members present agree otherwise, be taken either immediately or later in the meeting at the discretion of the chair. The result of any poll shall be announced as soon as reasonably practicable after it is conducted and, if conducted during the meeting, prior to the close of the meeting.
- (e) A poll may be taken:
 - (i) at the meeting at which it was demanded; or
 - (ii) with the agreement of a majority of the members present at the meeting in question, at some other time and place specified by the

chair; or

- (iii) in person at the meeting or, if conducted later, through the use of postal or electronic communications.
- (f) In the event of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall not have a second or casting vote.
- (g) Any objection to the qualification of any voter must be raised at the meeting at which the vote is cast and the decision of the Chair of the meeting shall be final.

(7) **Proxy voting**

- (a) Any Member may appoint another person as a proxy to exercise all or any of that Member's rights to attend, speak and vote at a General Meeting.
- (b) Proxies must be appointed by a notice in writing (a "**Proxy Notice**") which:
 - (i) states the name and address of the Member appointing the proxy;
 - (ii) identifies the person appointed to be that Member's proxy;
 - (iii) identifies the General Meeting in relation to which that person is appointed;
 - (iv) is signed by or on behalf of the Member appointing the proxy or, if sent by electronic means, is sent from the email address of the appointing Member and purports to be from the appointing Member.
- (c) The Member shall deliver a copy of the proxy notice to the Club at its address as set out in the notice of General Meeting for such purpose or, if sent by electronic means, to the email address of the secretary of the Club, or if there is no secretary, the chair of the Club.
- (d) A proxy notice which complies with the requirements set out above and is clear as to its intention shall not be required to be in any particular form or wording.
- (e) A proxy notice may appoint a person to be proxy in respect of one or more particular resolutions or one or more particular General Meetings or it may, if clearly so expressed, appoint a person to be the proxy for the Member for all resolutions and all General Meetings until such time as the proxy notice is withdrawn (which shall be in writing or in electronic form delivered to the Club or to the email address of the secretary, whom failing, the chair of the Club and shall be sufficiently clear as to the intention of the Member to withdraw the proxy).

- (f) Proxy notices may (but do not have to) specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions. If a proxy notice which has been copied to the Club specifies how the proxy is to vote, the Club must only count such proxy vote if it complies with the proxy notice.
- (g) Unless a proxy notice indicates otherwise, it must be treated as:
 - (i) 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
 - (ii) 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.
- (h) A Member who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a General Meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been granted by or on behalf of that Member. In that event, the rights and votes of the Member shall supersede those of the proxy.
- (i) An appointment under a proxy notice may be revoked orally or in writing by or on behalf of the Member who made the appointment at any time, but the Club shall only be obliged to take notice of such revocation if it is notified thereof in writing by or on behalf of the Member by whom or on whose behalf the proxy appointment was made prior to the commencement of the meeting or adjourned meeting to which it relates.
- (j) If a proxy notice appears to have been signed by or on behalf of the Member or to have been sent electronically from the Member (such as, being sent from the Member's email address), it shall be assumed to be valid unless and until the contrary is proved. The clear acknowledgement or denial by the Member of the validity of the proxy notice shall be sufficient proof for this purpose.
- (k) If a proxy notice directs the proxy how to vote, the Club shall only accept the vote of the proxy if it complies with the proxy notice.

(7) Adjournment of meetings

The chair may with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting to another time and/or place. No business may be transacted at an adjourned meeting except business which could properly have been transacted at the original meeting.

(8) Electronic Voting

- (a) The Club may allow the Members to vote by electronic mail (“email”) or such other electronic method determined by the Trustees to elect Charity Trustees or to make a decision on any matter that is being decided at a General Meeting of the Members.
- (b) The Charity Trustees shall determine the procedure for the conduct of any email ballot and the counting of votes.

12. Charity Trustees

(1) Functions and duties of Charity Trustees

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

- (a) to exercise their powers and to perform their functions in their capacity as a trustee of the Club in the way they decide in good faith would be most likely to further the purposes of the Club; and
- (b) to exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to:
 - (i) any special knowledge or experience that they have or hold themselves out as having; and
 - (ii) if they act as a Charity Trustee 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.

(2) Eligibility to be a Charity Trustee

- (a) Every Charity Trustee must be a natural person and must be a Member.
- (b) No individual may be appointed as a Charity Trustee:
 - (i) if they are under the age of 18 years; or
 - (ii) if they would automatically cease to hold office under the provisions of clause 15(1)(f).
- (c) No one is entitled to act as a Charity Trustee whether on appointment or on any re-appointment until they have expressly acknowledged, in whatever way the Charity Trustees reasonably decide, their acceptance of the office of Charity Trustee.

(3) Number of Charity Trustees

- (a) There must at all times be at least five Charity Trustees (except during any period during which sub-clause (3)(b) of this clause is being actioned)
- (b) If the number of Charity Trustees falls below five, the remaining Charity Trustees must, as soon as reasonably practicable, convene a General Meeting for the appointment of one or more additional Charity Trustees.
- (c) The Charity Trustees shall ensure that there is at all times at least a Chair, Treasurer, Secretary, Coach and Welfare Officer in position.

(4) First Charity Trustees

The first Charity Trustees are:

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13. Appointment of Charity Trustees

- (1) At the first Annual General Meeting all the Charity Trustees shall retire from office.
- (2) At every subsequent Annual General Meeting one third of the Charity Trustees shall retire from office by rotation. 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, they shall retire.
- (3) The Charity Trustees to retire by rotation at each Annual General Meeting shall be those who have been longest in office since their last appointment or reappointment. If any Charity Trustees were last appointed or reappointed on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot.
- (4) The vacancies so arising may be filled by the decision of the Members at the Annual General Meeting.
- (5) Any vacancies not filled at an Annual General Meeting may be filled at any General

Meeting convened, wholly or partly, for that purpose.

- (6) The Members may at any time decide to appoint a new Charity Trustee, whether in place of a Charity Trustee who has retired or been removed in accordance with clause 15 (Retirement and removal of Charity Trustees), or as an additional Charity Trustee.
- (7) No person who has not been appointed as a Charity Trustee in accordance with this Constitution shall act as a Charity Trustee, whether informally or otherwise and irrespective of their role, title or designation.
- (8) If a Charity Trustee vacancy shall arise between General Meetings, the remaining Charity Trustees may elect a temporary Charity Trustee to fill such vacancy until the next General Meeting, at which such temporary Charity Trustee shall resign but may be re-elected by a simple majority.

14. Information for new Charity Trustees

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

- (1) a copy of this Constitution in its then current form; and
- (2) a copy of the Club's latest Trustees' Annual Report and statement of accounts.

15. Retirement and removal of Charity Trustees

- (1) A Charity Trustee ceases to hold office if they:
 - (a) retire by notifying the Club in writing (but only if enough Charity Trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings);
 - (b) are absent without the permission of the Charity Trustees from all their meetings held within a period of six months and a majority of the other Charity Trustees resolve that their office be vacated;
 - (c) die;
 - (d) in the written opinion, given to the Club, of a registered medical practitioner treating that person, have become physically or mentally incapable of acting as a Charity Trustee and are expected to remain so for more than three months;
 - (e) are removed by the Members in accordance with sub clause (2) of this clause;
 - (f) cease to be a member; or

- (g) are disqualified from acting as a Charity Trustee by virtue of sections 178-180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).
- (9) A Charity Trustee shall be removed from office if a resolution to remove that Charity Trustee is proposed at a properly convened General Meeting called wholly or partly for that purpose and the resolution is passed by a simple majority of votes cast at the General Meeting.
- (10) 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 14 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.

16. Reappointment of Charity Trustees

Any person who retires as a Charity Trustee by rotation or by giving notice to the Club is eligible for reappointment. A Charity Trustee who has served for three consecutive terms may only be reappointed for a fourth consecutive term (and subsequent consecutive terms) if the Trustees have determined that it is in the best interests of the Charity or it is necessary to fill the positions specified in 12 (3) (c).

17. Taking of decisions by Charity Trustees

Any decision of the Charity Trustees may be taken either:

- (1) at a meeting of the Charity Trustees; or
- (2) by resolution in writing or electronic form agreed by a 75% majority of all of the Charity Trustees, which may comprise either a single document or several documents containing the text of the resolution in like form to which the majority of all of the Charity Trustees has signified their agreement. Such a resolution shall be effective provided that:
 - (a) a copy of the proposed resolution has been sent, at or as near as reasonably practicable to the same time, to all of the Charity Trustees; and
 - (b) the majority of all of the Charity Trustees has signified agreement to the resolution in a document or documents which has or have been authenticated by their signature, by a statement of their identity accompanying the document or documents, or in such other manner as the Charity Trustees have previously resolved, and delivered to the Club at its principal office or such other place as the Charity Trustees may resolve;

- (c) the resolution is passed by the requisite majority no later than 28 days after first circulated;
- (d) the effective date of the resolution shall be the date on which it is approved by the requisite majority.

18. Delegation by Charity Trustees

- (1) The Charity Trustees may delegate any of their powers or functions to a committee or committees, and, if they do, they shall determine the terms and conditions on which the delegation is made. The Charity Trustees may at any time alter those terms and conditions or revoke the delegation.
- (2) This power is in addition to the power of delegation in the General Regulations and any other power of delegation available to the Charity Trustees, but is subject to the following requirements:
 - (a) a committee may consist of two or more persons, but at least one Member of each committee must be a Charity Trustee;
 - (b) the acts and proceedings of any committee must be brought to the attention of the Charity Trustees as a whole as soon as is reasonably practicable; and
 - (c) the Charity Trustees shall from time to time review the arrangements which they have made for the delegation of their powers.

19. Meetings and proceedings of Charity Trustees

(1) Calling meetings of Charity Trustees

- (a) Any Charity Trustee may call a meeting of the Charity Trustees.
- (b) Subject to that, the Charity Trustees shall decide how their meetings are to be called, and what notice is required.

(2) Chairing of meetings of Charity Trustees

The Charity Trustees may by simple majority appoint one of their number to chair their meetings and may at any time revoke such appointment. If no-one has been so appointed, or if the person appointed is unwilling to preside or is not present within 10 minutes after the time of the meeting, a majority of the Charity Trustees present may appoint one of their number to chair that meeting. For the avoidance of doubt, the appointment of any Charity Trustee as chair of any meeting(s) of Charity Trustees shall not constitute that person as chair of the Club (which position shall be determined by a vote of the Members).

(3) Procedure at meetings of Charity Trustees

- (a) No decision shall be taken at a meeting of the Charity Trustees unless a quorum is present at the time when the decision is taken. The quorum is two Charity Trustees, or the number nearest to one third of the total number of Charity Trustees, whichever is greater, or such larger number as the Charity Trustees may decide from time to time. A Charity Trustee shall not be counted in the quorum present when any decision is made about a matter upon which they are not entitled to vote.
- (b) Questions arising at a meeting of Charity Trustees shall be decided by a majority of those eligible to vote.
- (c) In the case of an equality of votes, the person who chairs the meeting shall not have a second or casting vote.

(4) Participation in meetings of Charity Trustees by electronic means

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

20. Saving provisions

- (1) Subject to sub-clause (2) of this clause, all decisions of the Charity Trustees, or of a committee of Charity Trustees, shall be valid notwithstanding the participation in any meeting or vote of a Charity Trustee:
 - (a) who was disqualified from holding office;
 - (b) who had previously retired or who had been obliged by the Constitution to vacate office;
 - (c) who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise;
 - (d) for whom there is a technical defect in their appointment as a Charity Trustee of which the other Charity Trustees were unaware at the time;

if, without the vote of that Charity Trustee and that Charity Trustee being counted in the quorum, the decision has been made by a majority of the Charity Trustees at a quorate meeting. The validity of any vote or decision pursuant to this clause shall not absolve any Charity Trustee from liability for any breach of this Constitution related to the participation or presence of a Charity Trustee at or in any meeting, decision or vote.

- (2) Sub-clause (1) of this clause does not permit a Charity Trustee to keep any benefit that may be conferred upon them by a resolution of the Charity Trustees or of a committee of Charity Trustees if, but for sub-clause (1), the resolution would have been void, or if the Charity Trustee has not complied with clause 7 (Conflicts of interest).

21. Execution of documents

- (1) The Club shall execute documents either by signature or by affixing its seal (if it has one).
- (2) A document is validly executed by the Club by signature if it is signed by at least two of the Charity Trustees.

22. Use of electronic communications

(1) General

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

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

(2) To the Club

Any Member or Charity Trustee may communicate electronically with the Club to an address specified by the Club for the purpose. Such communication shall, unless and until the contrary is proved, be assumed to have come from the Member or Charity Trustee if it appears to do so and has been sent from the email address of the Member or Charity Trustee last notified to the Club.

(3) By the Club

- (a) Any Member or Charity Trustee of the Club, by providing the Club with their email address or similar, is taken to have agreed to receive communications from the Club in electronic form at that address, unless the Member has

indicated to the Club their unwillingness to receive such communications in that form.

- (b) The Charity Trustees may, subject to compliance with any legal requirements, by means of publication on its website:
 - (i) provide the Members with the notice referred to in clause 11(3) (Notice of General Meetings);
 - (ii) give Charity Trustees notice of their meetings in accordance with clause 19(1) (Calling meetings of Charity Trustees); and
 - (iii) submit any proposal to the Members or Charity Trustees for decision by written resolution or postal vote in accordance with the Club's powers under clause 10 (Members' decisions) or 10(3) (Decisions taken by resolution in writing).
- (c) The Charity Trustees must:
 - (i) take reasonable steps to ensure that Members and Charity Trustees are promptly notified of the publication of any such notice or proposal;
 - (ii) send any such notice or proposal in hard copy form to any Member or Charity Trustee who has not consented to receive communications in electronic form.

23. Keeping of Registers

The Club must comply with its obligations under the General Regulations in relation to the keeping of, and provision of access to, a register of its Members and Charity Trustees.

24. Minutes

- (1) The Charity Trustees must keep minutes of all:
 - (a) meetings of the Charity Trustees or any committee thereof;
 - (b) decisions made by the Charity Trustees or any committee thereof other than in a Meeting;
 - (c) General Meetings.
- (2) The minutes of any meeting or decision of the Charity Trustees (or any committee thereof) must record:
 - (a) the time and place of the meeting or decision;

- (b) whether the minutes are of a meeting or matters considered other than at a meeting;
 - (c) the names of all persons present or in attendance or otherwise participating in the meeting or decision;
 - (d) all actual or potential conflicts of interest or loyalty disclosed by any Charity Trustee (or of which any Charity Trustee is otherwise aware) that are or may be relevant to the matters expected to be for discussion or decision or which come up for discussion or decision (together with any actions taken in consequence of such conflict);
 - (e) details of all material matters discussed and decisions taken, provided that the minutes may be redacted insofar as necessary to preserve confidentiality where this is legitimately and unanimously considered by the Charity Trustees to be necessary (for example, for safeguarding reasons, for the proper conduct of disciplinary or related matters or in order to preserve legitimate confidentiality);
 - (f) where any decision is taken otherwise than unanimously, that fact, and, if requested by any Charity Trustee, details of any dissenting views and the names of those voting for, against or abstaining on the decision;
 - (g) the appointment or removal of any person from any office of the Club ;
 - (h) the appointment and removal of any person as a Charity Trustee on an interim basis. Any person appointed as a Charity Trustee on an interim basis shall cease to be a Charity Trustee at the commencement of the next General Meeting but shall be eligible for reappointment.
 - (i) The appointment or removal of any coach or any proposal in relation thereto.
- (3) The minutes of any General Meeting or decision of the Members must record:
- (a) the Chairman and attendees;
 - (b) the nature of any discussion;
 - (c) all decisions taken;
 - (d) the number of votes cast for, against and abstentions.
- (4) All minutes must be prepared after the relevant Meeting or decision and circulated to all Charity Trustees within a reasonable time and, other than in exceptional circumstances, within 14 days thereafter.
- (5) The Minutes of any General Meeting shall be submitted to the next General Meeting for approval. Minutes of each Charity Trustee meeting will be proposed for approval at the

next such meeting.

- (6) All minutes (suitably redacted where appropriate) shall be made available to Members on the Club website.

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

- (1) The Charity Trustees must comply with the requirements of the Charities Act 2011 with regard to the keeping of accounting records, to the preparation and scrutiny of statements of account, and to the preparation of annual reports and returns. The statements of account, reports and returns must be sent to the Charity Commission, regardless of the income of the Club, within 10 months of the financial year end.
- (2) The Charity Trustees must comply with their obligation to inform the Commission within 28 days of any change in the particulars of the Club entered on the Central Register of Charities.

26. Rules

The Charity Trustees may from time to time make such reasonable and proper rules or byelaws as they may deem necessary or expedient for the proper conduct and management of the Club, but such rules or bye laws must not be inconsistent with any provision of this Constitution. Copies of any such rules or bye laws from time to time in force must be made available to any Member on request.

27. Disputes

If a dispute arises between any Member(s) and/or any Charity Trustee(s) about the validity or propriety of anything done by the Member(s) or the Charity Trustee(s), and either party considers that the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation. This provision shall be deemed to be satisfied if one party offers in writing (which may be in electronic form) to engage in mediation and the other party does not accept such offer within 14 days following such offer or if such mediation shall not have concluded with an agreed resolution of the dispute within 30 days following such offer.

28. Amendment of Constitution

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

- (1) this Constitution can only be amended:
 - (a) by resolution agreed in writing by all Members; or
 - (b) by a resolution passed by a 75% majority of votes cast at a General Meeting of the Members.

- (2) Any alteration of the Club's objects, of any provision of the Club's Constitution directing the application of property on its dissolution or any provision of the Club's Constitution where the alteration would provide authorisation for any benefit to be obtained by Charity Trustees or Members or persons connected with them, requires the prior written consent of the Charity Commission.
- (3) No amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid.
- (4) A copy of any resolution altering the Constitution, together with a copy of the Club's Constitution as amended, must be sent to the Commission within 15 days from the date on which the resolution is passed.

29. **Voluntary winding up or dissolution**

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

particular:

- (a) the Charity Trustees must send with their application to the Commission:
 - (i) a copy of the resolution passed by the Members;
 - (ii) a declaration by the Charity Trustees that any debts and other liabilities of the Club have been settled or otherwise provided for in full; and
 - (iii) a statement by the Charity Trustees setting out the way in which any property of the Club has been or is to be applied prior to its dissolution in accordance with this Constitution;
 - (b) the Charity Trustees must ensure that a copy of the application is sent within seven days to every Member and employee of the Club and to any Charity Trustee of the Club who was not privy to the application.
- (4) If the Club is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

30. Interpretation

In this Constitution:

“Charity Trustee” means a charity trustee of the Club appointed in accordance with this Constitution and **“Charity Trustees”** means the Charity Trustees acting as a collective body in accordance with this Constitution;

the **“Club”** means Winchester Running Club;

the **“Communications Provisions”** means the Communications Provisions in Part 9, Chapter 4 of the General Regulations;

“Connected Person” means:

- (a) a child, parent, grandchild, grandparent, brother or sister of the Charity Trustee or Member;
- (b) the spouse or civil partner of the Charity Trustee, Member or of any person falling within sub-clause (a) above;
- (c) a person carrying on business in partnership with the Charity Trustee, Member or with any person falling within sub-clause (a) or (b) above;
- (d) an institution which is controlled:
 - (i) by the Charity Trustee, Member or any Connected Person falling within

sub-clause (a), (b), or (c) above; or

- (ii) by two or more persons falling within sub-clause (d)(i), when taken together;
- (e) a body corporate in which:
 - (i) the Charity Trustee, Member or any Connected Person falling within sub-clauses (a) to (c) has a substantial interest; or
 - (ii) two or more persons falling within sub-clause (e)(i) who, when taken together, have a substantial interest;
- (f) As regards the Club or any person, any company or entity in which the Club or such person, directly or indirectly:
 - (i) holds more than 50% of the shares; or
 - (ii) holds effective control of more than 50% of the assets; or
 - (iii) is entitled or capable of exercising majority control over the management and affairs; or
 - (iv) controls more than 50% of the voting rights exercisable at director, management or Member meetings;

and Section 118 of the Charities Act 2011 applies for the purposes of interpreting the terms used in this Constitution;

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

“General Meeting” means a duly convened and held general meeting of the Members, which may be an Annual General Meeting or an Extraordinary General Meeting as the case may be;

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

“Member” means a Member who has become such in accordance with the terms of this Constitution and **“Membership”** shall be construed accordingly;

a **“poll”** means a counted vote or ballot, which may be taken in such manner as the Trustees or the Chairman of the meeting reasonably determine provided that this properly and accurately identifies the number of votes cast by all members entitled to vote on the matter in question;

“writing” includes writing by hand or by electronic means and **“written”** and cognate terms shall be construed accordingly.

For the purpose of any notice required to be given under this Constitution, days shall be counted by ignoring the day on which the notice is sent and the day on which the matter to which the notice relates takes place.