

**COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION
-OF-
MANCHESTER TRIATHLON CLUB**

**DATE ON INCORPORATION:
COMPANY NUMBER:**

**BRABNERS LLP
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LIVERPOOL
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ARTICLES OF ASSOCIATION

-OF-

MANCHESTER TRIATHLON CLUB

1. Objects

- 1.1 The main purposes ("Objects") of the Club are to provide facilities for and to promote participation in the amateur sport(s) of running, swimming and cycling in Manchester and the surrounding area.
- 1.2 The Club is not established or conducted for private gain, any surplus or assets are used principally for the benefit of its members and the community.

2. Powers

The Club has the following powers, which may be exercised only in promoting the Objects:

- 2.1 to organise triathlon, duathlon and aquathlon events and any other related activities;
- 2.2 to affiliate itself with such governing bodies as are considered appropriate, which may include but not be limited to British Triathlon, Swim England, British Cycling and England Athletics (or their successor organisations) in relation to the delivery of it objects and shall comply with the rules of those governing bodies to the extent that they apply to the relevant activities of the Club;
- 2.3 to provide advice or information;
- 2.4 to carry out research;
- 2.5 to co-operate with other bodies and to exchange information and advice with them;
- 2.6 to accept gifts and to raise funds (but not by means of taxable trading);
- 2.7 to borrow money;
- 2.8 to give security for loans or other obligations;
- 2.9 to acquire, hire, let or dispose of property of any kind;
- 2.10 to set aside funds for special purposes or as reserves against future expenditure;
- 2.11 to insure the property of the Club against any foreseeable risk and take out other insurance policies to protect the Club when required;
- 2.12 to employ paid or unpaid agents, staff or advisers;
- 2.13 to enter into contracts to provide services to or on behalf of other bodies;
- 2.14 to enter into contracts to receive goods and/or services when required; and
- 2.15 to do anything else within the law which promotes or helps to promote the Objects.

3. Limited Liability

- 3.1 The liability of Full Members is limited to £1, being the amount that each member undertakes to contribute to the assets of the Club in the event of its being wound up while they are a Full Member or within one year after they cease to be a Full Member for
- 3.1.1 payment of those debts and liabilities of the Club incurred before they ceased to be a Member;
 - 3.1.2 payment of the costs, charges and expenses of winding up; and
 - 3.1.3 the adjustment of rights of contributors among themselves.

4. The Committee

- 4.1 Subject to the Articles, the Committee is responsible for the management of the business of the Club, have control of the Club its property and funds and for which purpose they may exercise all the powers of the Club. For the avoidance of doubt, the Committee Members are the directors of the company.
- 4.2 The minimum number of Committee Members shall be three and should at all times include the Chair, Secretary and Finance Coordinator, Committee Members shall:
- 4.2.1 be elected in accordance with Article 4.4;
 - 4.2.2 be a Full Member of the Club;
 - 4.2.3 be over the age of 18 years; and
 - 4.2.4 have signed a written declaration confirming their willingness and eligibility to act as a company director of the Club.
- 4.3 The Committee, when complete, shall consist (unless otherwise agreed by the Committee) of the following roles:
- 4.3.1 Chair;
 - 4.3.2 Vice Chair;
 - 4.3.3 Secretary;
 - 4.3.4 Finance Coordinator;
 - 4.3.5 Membership Coordinator;
 - 4.3.6 Communications Coordinator;
 - 4.3.7 Welfare Officer; and
 - 4.3.8 Event Coordinator.
- 4.4 The Committee shall be elected by the Full Members at the AGM or in accordance with any electronic voting process conducted in advance of the AGM (with the results of any such process being announced at the AGM) for the 12 months (or thereabouts) leading up to the next AGM. A retiring Committee Member who is eligible, may be re-elected but no Committee Member shall be permitted to hold any one specified role for more than three consecutive terms.
- 4.5 Nominations for any vacant Committee role must be received at least 21 days before the AGM or such other date as set and published by the Committee prior to the AGM.
- 4.6 A Committee Member's term of office as such automatically terminates if they:
- 4.6.1 cease to be a director by virtue of any provision in the Companies Act or are prohibited by law from being a director;
 - 4.6.2 are charged with a criminal offence (other than a minor road traffic violation) and is asked by a majority of the Committee to resign (in these circumstances it is a Committee Member's duty to bring such a charge to the attention of the other Committee Members);
 - 4.6.3 are incapable, whether mentally or physically, of managing their own affairs;

- 4.6.4 are absent without permission from three consecutive meetings of the Committee and are asked by a majority of the other Committee Members to resign;
 - 4.6.5 resign by written notice to the Committee (but only if at least three Committee Members will remain in office);
 - 4.6.6 cease to be a Full Member;
 - 4.6.7 are removed by a resolution of the Committee Members present and voting at a meeting of the Committee but only after the meeting has invited the views of the Committee Member concerned and considered the matter in the light of any such views; or
 - 4.6.8 are removed by the Full Members at a general meeting under the Companies Act.
- 4.7 The Committee may at any time co-opt any individual who is eligible as a Committee Member to fill a vacancy in their number or as an additional Committee Member, but a co-opted Committee Member holds office only until the next AGM.
- 4.8 A technical defect in the appointment of a Committee Member of which the Committee Member is unaware at the time does not invalidate decisions taken at a meeting in which that Committee Member participates.

5. Committee proceedings

- 5.1 The Committee must hold at least four meetings each year, however, any Committee Member may call a Committee meeting by giving notice of the meeting to all of the other Committee Members or authorising the Committee Member fulfilling the 'Secretary' role to give such notice.
- 5.2 Notice of any Committee meeting must indicate:
- (a) its proposed date and time;
 - (b) where it is to take place; and
 - (c) if it is anticipated that Committee Members participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 5.3 A quorum at a meeting of the Committee is at least three Committee Members, one of whom must be either of the Chair, Secretary or Finance Coordinator
- 5.4 A meeting of the Committee may be held either in person or by suitable electronic means agreed by the Committee in which all participants may communicate with all the other participants but at least two meetings in each year must be held in person (unless otherwise agreed by the Committee).
- 5.5 The Chair or (if the Chair is unable or unwilling to do so) some other Committee Member chosen by the Committee Members present (usually the Vice Chair) presides at each meeting.
- 5.6 Any issue of the Committee may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the Committee entitled to receive notice of a meeting (other than any Conflicted Committee Member who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.
- 5.7 Every Committee Member has one vote on each issue but, in case of equality of votes, the chair of the meeting has a second or casting vote.
- 5.8 A procedural defect of which the Committee is unaware at the time does not invalidate decisions taken at a meeting.

6. Committee Members' powers

The Committee Members have the following powers in the administration of the Club in their capacity as company directors:

- 6.1 To delegate any of their functions to sub-committees consisting of two or more individuals appointed by them. At least one member of every sub-committee must be a Committee Member (unless otherwise agreed by the Committee) and all proceedings of sub-committees must be reported promptly to the Committee.
- 6.2 To make standing orders consistent with the Memorandum, the Articles and the Companies Act to govern proceedings at general meetings.
- 6.3 To make rules consistent with the Memorandum, the Articles and the Companies Act to govern their proceedings and proceedings of sub-committees.
- 6.4 To make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the Club.
- 6.5 To make rules to govern the procedure for nominations for Committee Membership and an individual's terms of Membership of the Club.
- 6.6 To establish procedures to assist the resolution of disputes, differences or disciplinary matters within the Club.
- 6.7 To exercise any powers of the Club which are not reserved to the Full Members.

7. Benefits and Conflicts

- 7.1 All surplus income or profits are to be reinvested in the Club. No surpluses or assets will be distributed to Full Members or third parties.
- 7.2 The property and funds of the Club must be used only for promoting the Objects and do not belong to the Members but:
 - 7.2.1 Members, Committee Members and Connected Persons may be paid interest at a reasonable rate on money lent to the Club;
 - 7.2.2 Members, Committee Members and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Club; and
 - 7.2.3 Members, Committee Members and Connected Persons may receive charitable benefits on the same terms as any other members of the beneficial class.
- 7.3 A Committee Member must not receive any payment of money or other material benefit (whether directly or indirectly) from the Club except:
 - 7.3.1 as mentioned in Articles 7.2 or 7.4;
 - 7.3.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs where necessary) actually incurred in running the Club (provided such expenses are approved in advance by the Committee in accordance with the Club's Expenses Policy, if any);
 - 7.3.3 the benefit of indemnity insurance;
 - 7.3.4 an indemnity in respect of any liabilities properly incurred in running the Club (including the costs of a successful defence to criminal proceedings);
 - 7.3.5 in exceptional cases, other payments or benefits (but only with the written consent of the Committee in advance and where required by the Companies Act the approval or affirmation of the Full Members).
- 7.4 No Committee Member or Connected Person may be employed by the Club except in accordance with Article 7.3.5, but any Director or Connected Person may enter into a

written contract with the Club to supply goods or services in return for a payment or other material benefit but only if:

- 7.4.1 the goods or services are actually required by the Club, and the Committee decides that it is in the best interests of the Club to enter into such a contract;
 - 7.4.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 7.4; and
 - 7.4.3 fewer than half of the Committee Members are subject to such a contract in any financial year.
- 7.5 Subject to Article 7.6, any Committee Members who becomes a Conflicted Committee Member in relation to any matter must:
- 7.5.1 declare the nature and extent of his / her interest before discussion begins on the matter;
 - 7.5.2 withdraw from the meeting for that item after providing any information requested by the Committee;
 - 7.5.3 not be counted in the quorum for that part of the meeting; and
 - 7.5.4 be absent during the vote and have no vote on the matter.
- 7.6 When any Committee Member is a Conflicted Committee Member, the Committee Members who are not Conflicted Committee Members, if they form a quorum without counting the Conflicted Committee Member and are satisfied that it is in the best interests of the Club to do so, may by resolution passed in the absence of the Conflicted Committee Member authorise the Conflicted Committee Member, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Committee Member, to:
- 7.6.1 continue to participate in discussions leading to the making of a decision and / or to vote, or
 - 7.6.2 disclose to a third party information confidential to the Club, or
 - 7.6.3 take any other action not otherwise authorised which does not involve the receipt by the Conflicted Committee Member or a Connected Person of any payment or material benefit from the Club or
 - 7.6.4 refrain from taking any step required to remove the conflict.
- 7.7 This provision may be amended by special resolution but, where the result would be to permit any material benefit to a Committee Member or Connected Person, only with the prior written consent of the Committee.

8. Records and Accounts

- 8.1 The Committee must comply with the requirements of the Companies Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies of information required by law including:
- 8.1.1 confirmation statements;
 - 8.1.2 annual reports; and
 - 8.1.3 annual statements of account.
- 8.2 The Committee must also keep records of:
- 8.2.1 all proceedings at meetings of the Committee;
 - 8.2.2 all resolutions in writing;
 - 8.2.3 all reports of sub-committees;
 - 8.2.4 all professional advice obtained; and
 - 8.2.5 all accidents recorded in each financial year.

- 8.3 Accounting records relating to the Club must be made available for inspection by any Committee Member at any time during normal office hours.
- 8.4 A copy of the Club's constitution and latest available statement of account must be supplied on request to any Committee Member. Copies of the latest accounts must also be supplied to any other person who makes a written request and pays the Club's reasonable costs.
- 8.5 The financial year for the Club shall be from and including 1 January until and including 31 December.

9. Membership

- 9.1 Subject to Clause 9.10, membership of the Club shall be open to anyone interested in sport regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs, except as a necessary consequence of the requirements of triathlon, duathlon or aquathons.
- 9.2 The Club has different classes of membership and subscription (as set out in these Articles) and are available on a non-discriminatory and fair basis. The Club will keep subscriptions at levels that will not pose a significant obstacle to people participating.
- 9.3 The Club must maintain a Register of Members.
- 9.4 Full Membership is open to any person over the age of 18 years interested in triathlon, duathlon, aquathlon, swimming, cycling or running and approved by the Committee.
- 9.5 Full Membership shall be divided into the following categories or such other categories as may be determined by the Committee:
- 9.5.1 Honorary Gold Membership, offered by the Committee on a discretionary basis only;
 - 9.5.2 Senior Gold Membership; and
 - 9.5.3 Senior Bronze Membership.
- 9.6 The Committee may admit persons under the age of 18 years to the following categories of Membership, or any other categories as may be determined by the Committee:
- 9.6.1 Junior Membership, open to individuals aged between 7 and 14 years; and
 - 9.6.2 Youth Membership, open to individuals aged between 14 and 17 years.
- 9.7 The Committee may in their absolute discretion from time to time make rules to govern the rights of each category of Members but the following shall apply at all times:
- 9.7.1 Full Members shall be eligible to hold office as a Committee Member and to attend and vote at general meetings; and
 - 9.7.2 Youth Members and Junior Members shall not be eligible to (i) hold office as a Committee Member, (ii) vote at general meetings nor shall they be members of the Club for the purposes of the Companies Act.
- 9.8 Any person who wishes to become a Member of the Club must submit an application for Membership to the Club and in the case of Junior Members and Youth Members, a consent form signed by a parent or guardian must also be received by the Club.
- 9.9 On submitting an application for Membership an aspiring Member must agree to abide by the terms and conditions of Membership prescribed by the Committee from time to time.

9.10 The Committee may refuse Membership, or remove it, acting reasonably and properly, for good cause such as but not limited to conduct or character likely to bring the Club or sport into disrepute or where they consider it to be in the best interest of the Club. Appeal against refusal or removal may be made to an appeal panel of 3 people, which shall be made up of at least one member of the Committee who was not involved in the original decision and rest being Full Members of the Club (the "Appeal Panel"). Following any decision, the Committee or the Appeal Panel (as appropriate) must:

9.10.1 inform the applicant in writing of the reasons for the refusal; and

9.10.2 consider any written representations the applicant may make about the decision.

The Committee's or the Appeal Panel's decision following any written representations must be notified to the applicant in writing and the decision of the Committee or where an appeal is held, the decision of the Appeal Panel, shall be final.

9.11 Membership is not transferable.

10. Termination of Membership and disciplinary matters

10.1 Membership shall automatically terminate if the Member concerned:

10.1.1 resigns from Membership by written notice to the Committee;

10.1.2 dies;

10.1.3 is two months in arrears in paying the relevant subscription (if any) (but in such a case the Member may at the discretion of the Committee be reinstated on payment of the amount due);

10.1.4 fails to renew his / her Membership in accordance with any annual renewal requirements imposed by the Committee; or

10.1.5 is removed by the Committee acting in accordance with the Club's disciplinary procedures.

10.2 The Committee shall in their absolute discretion establish written procedures for the handling of disciplinary matters.

11. Membership fees

11.1 The Committee shall in their absolute discretion have the power to determine annual membership fees and other fees. The Committee may make special provision for different classes of Membership.

11.2 The annual membership fees shall be due on joining the Club and thereafter on the 1st day of January each year.

11.3 Annual membership fees may be reduced in any year pro-rata at the discretion of the Committee.

11.4 No Member shall, in any year, be entitled to exercise any rights or privileges of Membership until his or her membership fees for that year have been paid in full.

11.5 Membership fees are non-refundable. However, the Committee shall have the power in special circumstances as they see fit, to remit the whole or part of the membership fees to any Member. Such decisions will be taken on a case-by-case basis, and the Committees' decision shall be final.

12. General Meetings

- 12.1 Full Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in writing and notified to the Club before the commencement of the meeting).
- 12.2 General meetings are called on at least 14 clear days' written notice indicating the business to be discussed and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution.
- 12.3 There is a quorum at a general meeting if the number of Full Members present in person or by proxy is at least 15 or one tenth of the total number of Full Members, whichever is the greater.
- 12.4 The Chair or (if the Chair is unable to do so) the Vice Chair or (if the Vice Chair is unable to do so) some other Committee Member chosen by the Committee Members present presides at each general meeting.
- 12.5 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by ordinary resolution on a show of hands. A declaration by the Chair of the meeting of the result of the vote shall be conclusive.
- 12.6 Every Full Member present in person or by proxy has one vote on each issue. In the case of an equality of votes, a resolution of the Full Members will not be passed.
- 12.7 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.
- 12.8 The Club must hold an AGM in every year, which shall normally be no later than within the first three months following year end, unless otherwise determined by the Committee. Full Members must annually at the AGM:
- 12.8.1 receive the accounts of the Club for the previous financial year;
 - 12.8.2 receive a written report on the Club's activities;
 - 12.8.3 be informed of the retirement of those Committee Members who do not wish to be re-elected as Committee Members;
 - 12.8.4 elect, or receive the results of the electronic voting process conducted in advance of the AGM for the election of, Committee Members, who shall fill the vacancies arising for the forthcoming 12 months up to the next AGM; and
 - 12.8.5 appoint reporting accountants or auditors for the Club.
- 12.9 A general meeting may be called by the Committee at any time and must be called within 21 days of a written request from one or more Committee Members (being Full Members), at least 10% of the Full Membership or (where no general meeting has been held within the last year) at least 5% of the Full Membership.
- 12.10 A technical defect in the appointment of a Full Member of which the Full Members are unaware at the time does not invalidate a decision taken at a general meeting or a written resolution.

13. Communications

- 13.1 Notices and other documents to be served on Members or the Committee under the Articles or the Companies Act may be served:
- 13.1.1 by hand;
 - 13.1.2 by post; or
 - 13.1.3 by suitable electronic means.

- 13.2 The only address at which a Member is entitled to receive notices sent by post is an address in the UK shown in the Register of Members or, if sent by e-mail is an e-mail address shown in the Register of Members.
- 13.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- 13.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - 13.3.2 two clear days after being sent by first class post to that address;
 - 13.3.3 three clear days after being sent by second class or overseas post to that address;
 - 13.3.4 immediately on being handed to the recipient personally; or, if earlier,
 - 13.3.5 as soon as the recipient acknowledges actual receipt.
- 13.4 A technical defect in service of which the Committee are unaware at the time does not invalidate decisions taken at a meeting.

14. Dissolution

- 14.1 If the Club is dissolved, the assets (if any) remaining after providing for all its liabilities shall be given or transferred to another registered CASC, a registered charity or the sport's governing body for use by them in related community sports.

15. Interpretation

- 15.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Club.

- 15.2 In the Articles, unless the context indicates another meaning:

'AGM' means an annual general meeting of the Club;

'the Articles' means the Club's Articles of Association and 'Article' refers to a particular Article;

'Chair' means the chair of the Committee;

'the Club' means the company governed by the Articles;

'clear day' does not include the day on which notice is given or the day of the meeting or other event;

'the Companies Act' means the Companies Act 2006;

'Committee' means the committee established to run the Club, the members of which are set out in Article 4.3;

'Committee Member' means a member of the Committee as further defined in Article 4 and who, shall for the avoidance of doubt, be a company director of the Club;

'Conflicted Committee Member' means a Committee Member in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Committee Member or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Club, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Club;

'Connected Person' means, in relation to a , a person with whom the Committee Member shares a common interest such that they may reasonably be regarded as

benefiting directly or indirectly from any material benefit received by that person, being either a member of the Committee Member's family or household or a person or body who is a business associate of the Committee Member, and (for the avoidance of doubt) does not include a company with which the Committee Member's only connection is an interest consisting of no more than 1% of the voting rights;

'constitution' means the Memorandum and the Articles of the Club and any special resolutions relating to them;

'custodian' means a person or body who undertakes safe custody of assets or of documents or records relating to them;

'electronic means' refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;

'financial expert' means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

'financial year' means the Club's financial year;

'firm' includes a limited liability partnership;

'Full Member' and 'Full Membership' refer to company membership of the Club being Honorary Gold Members, Senior Gold Members and Senior Bronze Members. For the avoidance of doubt, Full Members shall be members of the Club for the purposes of the Companies Act;

'indemnity insurance' means insurance against personal liability incurred by any director for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the director concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

'Junior Member' has the meaning set out in Article 9.4.1. For the avoidance of doubt, a Junior Member shall not be a member of the Club for the purposes of the Companies Act;

'material benefit' means a benefit, direct or indirect, which may not be financial but has a monetary value;

'Member' and 'Membership' refer to membership of the Club in any category but for the avoidance of doubt, Junior Members and Youth Members shall not be members of the Club for the purposes of the Companies Act and membership of the Club for the purposes of the Companies Act shall be open only to Full Members;

'Memorandum' means the Club's Memorandum of Association;

'month' means calendar month;

'nominee company' means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;

'ordinary resolution' means a resolution agreed by a simple majority of the Full Members present and voting at a general meeting or in the case of a written resolution by Full Members who together hold a simple majority of the voting power;

'the Objects' means the Objects of the Club as defined in Article 1;

'Resolution in writing' means a written resolution of the Committee;

'Secretary' means a company secretary;

'special resolution' means a resolution of which at least 14 days' notice has been given agreed by a 75% majority of the Full Members present and voting at a general meeting or in the case of a written resolution by Full Members who together hold 75% of the voting power;

'taxable trading' means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;

'written' or 'in writing' refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;

'written resolution' refers to an ordinary or a special resolution which is in writing;

'year' means calendar year; and

'Youth Member' has the meaning set out in Article 9.4.2. For the avoidance of doubt, a Youth Member shall not be a member of the Club for the purposes of the Companies Act;

- 15.3 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.
- 15.4 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.