Northampton Swimming Club

Rules of Northampton Swimming Club ("the Club") as at November 2018 to be approved at the AGM on 22 November 2018

1. Name

1.1 The name of the Club shall be Northampton Swimming Club and any reference in the rules to the "Club" means Northampton Swimming Club as operated by Northampton Swimming Club Limited (the "Company"), company number 6636073. "Member" or "members" means a member or members of the Club not the Company unless the contrary intention appears.

2. Objects

2.1 The objects of the Club shall be the teaching, development, coaching and practice of swimming, open water swimming for its members and shall, where appropriate, to support its members to compete in these disciplines. In the furtherance of these objects:

2.1.1 The Club is committed to treat everyone equally within the context of its activity. This shall be, for example, regardless of sex, ethnic origin, religion, disability or political persuasion, on any grounds.

2.1.2 The Club shall implement the Swim England Equality Policy.

2.2 The Club shall be affiliated to Swim England East Midland Region, and shall adopt and conform to the rules of this Association, and to such other bodies as the Club may determine from time to time.

2.3 The business and affairs of the Club shall at all times be conducted in accordance with the Laws and Technical Rules of the ASA ("ASA Laws") and in particular:

2.3.1 All competing members shall be eligible competitors as defined in ASA Laws;

2.3.2 The Club shall in accordance with ASA laws adopt the SE Child Safeguarding Procedures and shall recognise that the welfare of children is everyone's responsibility and that all children and young people have a right to have fun, be safe and be protected from harm.

2.3.3 Members of the Club shall in accordance with ASA laws comply with the SE Child Safeguarding Procedures.

2.4 By virtue of the affiliation of the Club to SE East Midland Region, the Club and its members acknowledge that they are subject to the laws, rules and constitutions of:

2.4.1 SE East Midland Region and Northamptonshire ASA;

2.4.2 The ASA (SE) Ltd (to include the SE/IOS Code of Ethics);

2.4.3 British Swimming (in particular it's Doping Control Rules and Protocols and Disciplinary Code); and

2.4.4 FINA, the world governing body for the sport of swimming in all its disciplines (together the "Governing Body Rules").

2.5 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.

3. Management and Committee Structure

3.1 The Club is operated by the Company. The structure of the club shall comprise the Directors of the Company, Chairman, Secretary, Treasurer, Director of Swimming (the "Management Committee") and the elected general committee members. Where there is a conflict the elected general committee members shall act in accordance with the wishes of and at the direction of the Management Committee.

3.1.1 Any Full or Associate Member may apply for membership of the Company. Elected general committee members agree as part of their election to become members of the Company. Full and Associate Members are defined in Rule 5.1.1 and Rule 5.1.3 below.

3.2 The Committee consists of the Management Committee, the Club President and a maximum of six Life, Full or Associated elected members all of whom must be members of the Club. Life Members are defined in Rule 5.1.6 below.

3.2.1 All committee members must be not less than 18 years of age though the Committee may allow younger member(s) to attend their meetings without power to vote.

3.2.2 The Presidency shall be offered as a reward for past meritorious service to the Club. Nominations for the post of president shall be made by the Management Committee. The President shall be voted annually at the Annual General Meeting ("AGM") and have full voting rights at the AGM and committee meetings.

3.3 The Committee shall appoint a member of the Club as Welfare Officer who must be not less than 18 years of age, who has an appropriate background and is required to undertake appropriate training in accordance with SE Child Safeguarding courses. The Welfare Officer will have a right to attend committee meetings without a power to vote.

3.4 The Committee shall be proposed seconded and elected at the AGM each year and shall remain in office until their successors are elected at the next AGM and will take office when the Chairman has closed the meeting. Any vacancy occurring by resignation or otherwise may be filled by the Committee. Retiring members of the Committee shall be eligible for re-election.

3.4.1 Nominations for the posts of Chairman, Treasurer, Secretary and elected general committee members must be proposed and seconded by Full, Associate and/or Life members.

3.5 Committee meetings shall be held every six to eight weeks, save where the Committee itself shall by a simple majority resolve not to meet, and the quorum of that meeting shall be a Director of the Company plus four members entitled to vote and if necessary shall elect a Chairman for the meeting. The Chairman and the Secretary shall have

discretion to call further meetings of the Committee if they consider it to be in the interests of the Club. The Secretary shall give all the members of the Committee not less than two days written notice of a meeting. Decisions of the Committee 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 Committee, shall take minutes.

3.5.1 The Directors of the Company shall meet on a more regular basis and will be responsible for ensuring that the Club policies and objectives are implemented within the framework and general direction as agreed by the Management Committee. Any questions at the meeting shall be decided with a simple vote and if the vote is split the decision is referred to the elected general committee members for input.

3.6 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 committee members attending may act for the purpose of calling an Extraordinary General Meeting of the members, to which the provisions as to minimum notice contained in Rule 10.1 shall not apply.

3.7 In addition to the elected general committee members the Committee may co-opt up to four further members of the Club who shall serve until the next AGM. Co-opted members shall not be entitled to vote at the meetings of the Committee and shall not be counted in establishing whether a quorum is present.

3.8 The Committee 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 committee as the Committee may determine. All sub-committees shall periodically report their proceedings to the Committee and shall conduct their business in accordance with the directions of the Committee.

3.9 The Management Committee shall have overall responsibility for the management of the Club and shall have the sole right of appointing and determining the terms and conditions of service of employees of the Club and entering into contracts for the Club. The Management Committee shall be responsible for ensuring that the accounts of the club for each financial year be prepared for the Company, and ensuring that they are examined by an independent examiner appointed annually at the AGM.

3.9.1 The Directors shall settle disputed points not otherwise provided for in these rules.

3.9.2 The Management Committee have delegated authority from the Company to be responsible for ensuring that the legal health and safety requirements and responsibilities are complied with.

3.10 The Management Committee shall be indemnified by the Company against all liability properly incurred by them in the management of the affairs of the Club.

3.11 The Committee 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 SE Membership Department. The Club shall make an annual return to the SE Membership Department indicating whether or not an entry has been made in the prescribed form, which is to be found on the membership renewal form.

3.12 The Committee shall have power to make regulations, create by-laws (see Rule 12.1) and to settle disputed points not otherwise provided for in this Constitution.

4. Membership

4.1 The total membership of the Club shall not normally be limited. If however the Committee considers that there is a good reason to impose any limit from time to time then the Committee shall put forward appropriate proposals for consideration at a General Meeting of the Club. The members shall have the right to impose (and remove) from time to time any limits on total membership (or any category of membership) of the Club.

4.2 All persons who assist in any way with the Club's activities shall become members of the Club and hence of the ASA (SE) Ltd and the relevant ASA (SE) Ltd membership fee shall be paid. Assisting with the Club's activities shall include, but not be restricted to, administrators, associate members, voluntary instructors, teachers and coaches, committee members, helpers, honorary members, life members, officers, patrons, presidents, technical and non-technical officials, temporary members, vice presidents and verifiers or tutors of the ASA (SE) Ltd's educational certificates.

4.3 Paid instructors, teachers and coaches who are not members of the Club must be members of a body which accepts that its members are bound by the SE Code of Ethics, the Laws relating to Child Protection and those parts of the Judicial Laws, Judicial Rules and procedures necessary for their implementation and whilst engaged in activities under the jurisdiction of the ASA (SE) Ltd shall be subject to all the constraints and privileges of the Judicial Laws and Rules.

4.4 Any person who wishes to become a member of the Club must submit a signed application to the Secretary (and in the case of a junior swimmer the application must be signed by the swimmer's parent or guardian). Election to membership shall be determined by the Management Committee but other person(s) authorised by the Committee may make recommendation as to the applicant's acceptability.

4.4.1 The Management Committee 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 committee (the "Review Panel") comprised of not less than three members (who may or may not be members of the Committee). The Review Panel shall wherever practical include one independent member nominated by the SE East Midland 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.

4.5 The Club shall not refuse an application for membership on discriminatory grounds, whether in relation to ethnic origin, sex, religion, disability, political persuasion or sexual orientation.

4.6 The Club may refuse membership only for good and sufficient cause, such as conduct or character likely to bring the Club 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 Club to the applicant for membership.

5. Subscription and Other Fees

5.1 The annual members' subscription and coaching and squad fees (as applicable) shall be determined from time to time by the Committee and the Committee shall in so doing make special provision for different classes of membership, as it shall determine.

5.1.1 "Full Members" are persons aged 18 and over interested in the sport of swimming as defined in the objectives of the Club, these members have full voting rights.

5.1.2 "Junior Members" are persons under 18 interested in the sport of swimming as defined in the objectives of the Club. The members have no voting rights or rights to participate in the management of the Club.

5.1.3 "Associate Members" are non-swimming person aged 18 and over interested in helping the Club achieve its objectives as defined and have a wish to participate in the management of the Club, these members will have full voting rights upon payment of appropriate membership as defined by the management which includes the SE fee to be paid on their behalf.

5.1.4 "Volunteer Members" are non-swimming persons interested in helping the Club achieve its objectives as defined but have no wish to participate in the management of the Club. Volunteer members shall have no voting rights or any rights to participate in the management of the Club except for any contractual arrangement. Volunteer members shall become members of the ASA (SE) Ltd, and the relevant SE membership fee shall be paid on their behalf.

5.1.5 "Restricted Members" are paid instructors, teachers and coaches who are not otherwise members. The Club shall pay the appropriate affiliation fee to the ASA (SE) Ltd and other governing bodies as required.

5.1.6 "Life Members" are members that the Committee have identified to confer honorary life membership in recognition of meritorious service to the Club. They have full voting rights and can apply to become a member of the Company.

5.2 The annual subscription and entrance fee (if any) shall be due on joining the Club and thereafter on the 1st day of September each year.

5.3 The annual affiliation fee for each SE membership shall become due for all registered members on the 1st January each year

5.4 The members' squad fees and method of payment shall be determined from time to time by the Management Committee.

5.4.1 Any member whose squad fee is unpaid by the date falling 30 days after the due date for payment may be suspended by the Management Committee from some or all Club activities from a date to be determined by the Management Committee and until such payment is made.

5.5 The Committee 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 Club pays the individual SE membership fees to the SE on behalf of members, be consequential upon an increase in individual SE 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 AGM.

5.6 The Committee shall have the power in special circumstances to remit the whole or part of the fees, including the SE membership fees, to address issues of social inclusion.

6. Resignation

6.1 A member wishing to resign membership of the Club must give two months' written notice to the Management Committee of his/her resignation. A member's resignation shall only take effect when this has been complied with.

6.1.1 Full Restricted and Associate members will guarantee to the limit of £1 any liabilities of the Club up to one year after the membership has ceased.

6.2 A member who resigns from the Club in accordance with Rule 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 Rule 6.1 above a member whose subscription is more than two months in arrear shall be deemed to have resigned. Where the membership of a member shall be terminated in this way he/she shall be informed in writing that he/she is no longer a member by notice handed to him/her or sent by post to his/her last known address.

6.3.1 A member may seek agreement of the Management Committee on the grounds of hardship or other reasons to hold their account frozen until such time as their circumstances change.

6.4 The SE membership department shall be informed should a member resign when still owing money or goods to the Club.

7. Expulsion and Other Disciplinary Action

7.1 The Management Committee shall have the power to expel a member when, in its opinion, it would not be in the interests of the Club for the individual to remain a member. The Club in exercising this power shall comply with the provisions of Rules 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 refunded and must return any Club or external body's trophy or

trophies held forthwith. The Club in exercising this power are required to comply with the provisions of Rules 7.3 and 7.4 below.

7.3 The Club shall comply with the relevant Judicial Rules for handling Internal Club Disputes (the "Judicial Rules") these may be revised from time to time. The Judicial Rules are set out in the SE Judicial Laws and appear in the SE Handbook. (A copy of the current Judicial Rules may be obtained from the ASA (SE) Ltd's Department of Legal Affairs.)

7.4 A member may not be expelled or (subject to Rule 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 directors of the Club (or any person to whom the Committee 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 Club. Where such action is taken the incident or matter will thereafter be dealt with in accordance with the appropriate Judicial Rules.

8. Annual General Meeting

8.1 The AGM of the Club shall be held each year on a date in November. The date, time and venue for the AGM shall be fixed by the Committee.

8.2 The purpose of the AGM is to transact the following business:

8.2.1 to receive the Chairman's report of the Clubs activities during the previous year;

8.2.2 to receive and consider the accounts of the Club for the previous year, the independent examiner reports of the accounts and the Treasurer's report as to the financial position of the Club;

8.2.3 to remove and elect the independent examiner (who must not be a member or a family member of the Committee member) or confirm that he/she will remain in office;

8.2.4 to elect the Chairman, Treasurer, the Secretary and the Director of Swimming and other members of the Committee; and

8.2.5 to decide on any resolution which may be duly submitted in accordance with Rule

8.3 Nominations for election of members to any office or for membership of the Committee shall be made in writing on the appropriate form by the proposer and seconder to the Secretary not later than 14 days prior to the AGM. 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 AGM shall be given in writing to the Secretary not later than 21 days prior to the AGM.

9. Extraordinary General Meeting

9.1 An Extraordinary General Meeting may be called at any time by the Management Committee. An Extraordinary General Meeting shall be called by the Club within 28 days of receipt by the Secretary of a requisition in writing signed by not less than ten 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.

10. Procedure at the Annual and Extraordinary General Meetings

10.1 The Secretary shall personally be responsible for the handing out or sending to each member at his/her last known address a written agenda giving notice of the date, time and place of the General Meeting together with the resolutions to be proposed thereat at least 14 days before the meeting and in the case of the AGM a list of the nominees for the Committee posts and a copy of the examined accounts. The Secretary may, alternatively, with the agreement of member(s) concerned distribute these materials by e-mail or similar form of communication. The Notice of Meeting shall in addition wherever possible be displayed on the Club Notice Board where one exists.

10.2 The quorum for the Annual and Extraordinary General Meetings shall be seven members entitled to attend and vote at the Meeting or, if greater, such number as represents one-tenth in number of such members.

10.3 The Chairman, or in the Chairman's absence a member appointed by the Committee, 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 Rule 8.3. In the event of an equality of votes the Chairman shall have a casting or additional vote.

10.3.1 Only paid up members who have reached their 18th birthday shall be entitled to be heard and to vote on all matters. (Members who have not reached their 18th 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.) Proxy votes for members' under18 years cannot be passed to parents.

10.4 The Secretary, or in his/her absence a member of the Committee, shall take minutes at the Annual and Extraordinary General Meetings.

10.5 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 Club.

11. Alteration of the Rules and Other Resolutions

11.1 The Rules may be altered by the Company.

12. By-Laws

12.1 The Directors of the Company shall have power to make, repeal and amend such by-laws as they may from time to time consider necessary for the wellbeing of the Club. By-laws, repeals and amendments shall have effect until set aside by the Directors of the Company.

13. Finance

13.1 All monies payable to the Club shall be received by the Treasurer and deposited in a bank account in the name of the Club. Monies may be withdrawn by electronic transfer at the sole discretion of the Treasurer. All monies withdrawn in this way shall be reviewed and approved by the second signatory. Other sums shall be drawn from that account by cheque signed by two signatories who shall be selected from Treasurer, Secretary, Chairman and one other person appointed by the Management Committee. Any monies not required for immediate use may be invested as the Management Committee in its discretion think fit. Small cash payments are allowable with a receipt.

13.2 The income and property of the Club shall be applied only in furtherance of the objects of the Club and no part thereof shall be paid by way of dividend or profit to any members of the Club or Company (save as set out in Rule 13.3.).

13.3 Only the Directors of the Company shall have power to authorise the payment of remuneration and expenses to any Officer, member or employee of the Club and to any other person or persons for services rendered to the Club.

13.4 The financial transactions of the Club shall be recorded by the Treasurer in such manner as the Committee thinks fit.

13.5 The financial year of the Club shall be the period commencing on 1st September and ending on 31st August unless otherwise specified by the Company.

13.6 The Committee shall retain all financial records relating to the club and copies of minutes of all meetings for a minimum period of six years.

14. Borrowing

14.1 The Directors may borrow money on behalf of the Club for the purposes of the Club from time to time at their own discretion up to such limits on borrowing as may be laid down from time to time by the General Meeting for the general upkeep of the Club or with the (prior) approval of a General Meeting for any other expenditure, additions or improvements.

14.2 When so borrowing the Directors shall have power to raise in any way any sum or sums of money and to raise and secure the repayment of any sum or sums of money in such manner or on such terms and conditions as it thinks fit, and in particular by mortgage of or charge upon or by the issues of debentures charged upon all or any part of the property of the Club.

14.3 The Directors shall have no power to pledge the personal liability of any member of the Club for the repayment of any sums so borrowed.

15. Property

15.1 All funds and other property of the Club shall be applied for the furtherance of the objectives of the club. No funds or other property shall be paid to or distributed amongst the members of the Club except as allowed by the ASA law as relating to expense.

15.2 All trophies remain the property of the Company, but the holder is responsible for and will sign to acknowledge receipt of same. On ceasing to train on a regular basis with the Club, or resigning from the same, the trophies must be returned to the Secretary. All trophies are perpetual and are insured by the Club.

15.3 All trophies must be returned to the Secretary a minimum of 28 days prior to the presentation or at any other time when requested to do so by the Management Committee.

16. Dissolution

16.1 A resolution to dissolve the Club 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.

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

16.3 Any property remaining after the discharge of the debts and liabilities of the Club shall be given to a charity or charities (or other non-profit making organisation having objects similar to those of the Club for the furtherance of such objects) nominated by the last Committee.

17. Acknowledgement

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

17.2 If these rules conflict with the Company's Memorandum or Articles of Association the Company's Memorandum and Articles of Association will prevail.