



**MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF
BRITISH SWIMMING LIMITED**

Company Registered Number - 4092510

Incorporated 13 October 2000

THE COMPANIES ACTS 1985 to 2006

**A COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

MEMORANDUM OF ASSOCIATION

OF

BRITISH SWIMMING LIMITED

(Amended and adopted by Special Resolution passed on 14th November 2020 and effective from 14th November 2020)

- 1 The company's name is "BRITISH SWIMMING LIMITED" ("British Swimming")
- 2 The registered office of British Swimming is to be situated in England and Wales.
- 3 The object for which British Swimming is established is to act as the governing body for the aquatic sports of swimming, diving, artistic swimming, water polo, open water swimming and any other water sports which from time to time fall within the jurisdiction of British Swimming ("Aquatic Sports") and as such:
 - 3.1 with reference to the High Performance aspects of the Aquatic Sports to:
 - 3.1.1 administer and control the Great Britain and international affairs of High Performance Aquatic Sports according to the provisions of British Swimming's Memorandum and Articles of Association (and rules made thereunder) for the benefit of its Members and of Aquatic Sports as a whole;
 - 3.1.2 determine policies in all aspects of High Performance;
 - 3.1.3 establish, construct, maintain, equip, administer and deliver the World Class Performance plan in Great Britain for all or any of the Aquatic Sports;
 - 3.1.4 promote such domestic championships and competitions as are required within a High Performance remit to include British Championships and Trials;

- 3.1.5 promote such International championships or competitions as are appropriate within its High Performance remit;
- 3.1.6 act as the nominating or selecting body, as the case may be, for Great Britain teams in Olympic, World, European or any other events where Great Britain is the competing nation;

and for the purposes of this Memorandum and Articles of Association the expression “High Performance” shall mean all activities, functions and matters of whatsoever nature regarding the Aquatic Sports as shall relate to those athletes competing in the Aquatic Sports as are eligible to compete by ability in Olympic, World or European Senior or Junior competitions under the auspices of FINA, LEN, IOC, IPC or other relevant bodies.

- 3.2 with reference to all levels of the Aquatic Sports to:
 - 3.2.1 administer and control the Aquatic Sports at all levels within its jurisdiction according to the provisions of British Swimming’s Memorandum and Articles of Association (and rules made thereunder) for the benefit of its Members and of Aquatic Sports as a whole;
 - 3.2.2 represent Great Britain in international affairs and to affiliate to the Federation Internationale de Natation (FINA) Ligue Européenne de Natation (LEN) and other relevant bodies;
 - 3.2.3 be responsible within its jurisdiction for the regulating, maintaining and enforcing of doping control in all Aquatic Sports at all levels;
 - 3.2.4 maintain a disciplinary code and appropriate judicial system and to regulate the activities of its members when competing, training or otherwise under the jurisdiction of GB in order to meet its liabilities to the International Olympic Committee (IOC), FINA, International Paralympic Committee (IPC) or LEN from time to time;
 - 3.2.5 appoint delegates to forums whether international or domestic where Great Britain is the representative;
 - 3.2.6 accept responsibility for carrying out any functions which may be transferred from time to time to British Swimming on such terms as may be agreed unanimously between the Members and British Swimming.
- 3.3 with reference to any or all of its objectives to manage its activities and finances

and as such:

- 3.3.1 To carry on any other trade or business whatever which can in the opinion of the board of directors (“Managing Board”) be advantageously carried on in connection with or ancillary to any of the businesses of British Swimming;
- 3.3.2 To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.
- 3.3.3 To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any trade marks, patents, copyrights, trade secrets, or other intellectual property rights, licences, secret processes, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which British Swimming may acquire or propose to acquire.
- 3.3.4 To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm or company carrying on or proposing to carry on any of the businesses which British Swimming is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire any interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon and to hold and retain, or sell mortgage and deal with any shares, debentures, debenture stock or securities so received.
- 3.3.5 To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of British Swimming.
- 3.3.6 To invest and deal with the moneys of British Swimming not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.

- 3.3.7 To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, British Swimming), to enter into guarantees, contracts of indemnity and surety ships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).
- 3.3.8 To raise funds, whether by levying of contributions by British Swimming through its constituent National Association by means of donations from companies and other business concerns or from charities, by private or public appeals or otherwise, and to seek any form of assistance, sponsorship or grant from government, municipal, commercial or private sources or from any national or international sport, welfare, educational, social or cultural organisation for or on behalf of British Swimming, or any person or body of persons pursuing any object which British Swimming is authorised to carry on, and to take and accept gifts of property, whether subject to any special trust or not, for the objects of British Swimming.
- 3.3.9 To recruit and assist in the recruitment of voluntary workers in and for British Swimming and to retain or employ professional or technical advisers in connection with the objects of British Swimming and to pay reasonable and proper fees for their services.
- 3.3.10 To make any financial grant or award and to enter into any contract or arrangement for the provision to any person or body and generally to do all such things as may further the objects of British Swimming.
- 3.3.11 To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of British Swimming's property or assets (whether present or future) and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by British Swimming of any obligation or liability it may undertake or which may become binding on it.
- 3.3.12 To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.

- 3.3.13 To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling British Swimming to carry any of its objects into effect, or for effecting any modification of British Swimming's constitution, or for any other purpose which may seem calculated directly or indirectly to promote British Swimming's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice British Swimming's interests.
- 3.3.14 To enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of British Swimming's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which British Swimming may think desirable and to carry out, exercise and comply with any such charters, decrees, rights, privileges and concessions.
- 3.3.15 To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world.
- 3.3.16 To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which British Swimming has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.
- 3.3.17 To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of British Swimming, or of undertaking any business or operations which may appear likely to assist or benefit British Swimming or to enhance the value of any property or business of British Swimming, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- 3.3.18 To sell or otherwise dispose of the whole or any part of the business or property of British Swimming any, either together or in portions, for such consideration as British Swimming may think fit, and in particular for shares, debentures, or securities of any company purchasing the same provided that the unanimous approval of the Members shall be

required for any transaction of a value greater than ten thousand pounds.

- 3.3.19 To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.
- 3.3.20 To remunerate any person, firm or company rendering services to British Swimming either by cash payment or otherwise as may be thought expedient.
- 3.3.21 To pay all or any expenses incurred in connection with the promotion, formation and incorporation of British Swimming, or to contract with any person, firm or company to pay same.
- 3.3.22 To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of British Swimming or its directors or employees, or may be connected with any town or place where British Swimming carried on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been directors of, or who are or have been employed by, or who are serving or have served British Swimming, or any company which is a subsidiary of British Swimming or the holding company of British Swimming or a fellow subsidiary of British Swimming or the predecessors in business of British Swimming or of any such subsidiary, holding or fellow subsidiary company and to the spouses, surviving spouses, children and other relatives and dependents of such persons and to such other persons as may be approved by the Managing Board (as that expression is defined in the Articles of Association of British Swimming); to make payment towards insurance including insurance for any director, officer or auditor against any liability in respect of any negligence, default, breach of duty or breach of trust (so far as permitted by law); and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their spouses, surviving spouses, children and other relatives and dependants; and of such other persons as may be approved by the Managing Board (as that expression is defined in the Articles of Association of British Swimming); and to set up, establish, support and maintain profit sharing schemes for the benefit of any of the employees of British Swimming or of any such subsidiary, holding or fellow subsidiary company.
- 3.3.23 To procure British Swimming to be registered or recognised in any part of the world.

3. 3.24 To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.

3.3.25 To do all such other things as may be deemed incidental or conducive to the attainment of British Swimming's objects or any of them.

3.3.26 And so that:-

3.3.26.1 None of the objects set forth in any sub-clause of this clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this clause, or by reference to or inference from the name of British Swimming.

3.3.26.2 None of the sub-clauses of this clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and British Swimming shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this clause as though each such sub-clause contained the objects of a separate Company.

4. The liability of the Members is limited.
5. Every Member of British Swimming (meaning the three National Associations) undertakes to contribute such amount as may be required (not exceeding £1) to British Swimming's assets if it should be wound up while it is a Member or within one year after it ceases to be a Member, for payment of British Swimming's debts and liabilities contracted before it ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
6. The income and property of British Swimming shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of British Swimming.

Provided that nothing herein shall prevent any payment in good faith by British Swimming:-

- 6.1 Of reasonable and proper remuneration to any Member, office holder or servant of British Swimming for any services rendered to British Swimming.
 - 6.2 Of interest on money lent by any member of British Swimming at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the directors;
 - 6.3 Of reasonable and proper rent for premises demised or let by any Member of British Swimming;
 - 6.4 Of fees, remuneration or other benefit in money or money's worth to any company of which a member may also be a member holding not more than 1% of the issued share capital of that company;
 - 6.5 to any member of the Managing Board remuneration and/or out-of-pocket expenses;
 - 6.6 of any premium in respect of any such insurance as is permitted by the Memorandum of Association of British Swimming.
- 7 If upon the winding up or dissolution of British Swimming there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall be distributed among the Members in the same proportions as the Members shall have contributed the same.

WE, the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

MICHAEL WALTER BEARD
President on behalf of
Amateur Swimming Association
Harold Fern House
Derby Square
Loughborough
Leics
LE11 5AL

RONALD TAYLOR
President on behalf of
Scottish Amateur Swimming Association
Holme Hill Farm
Greenlees Road
Cambuslang
Glasgow
G72 8DT

MRS NAOMI THOMAS
President on behalf of
Welsh Amateur Swimming Association
Roath Park House
Minian Road
Cardiff
CF2 5ER

Dated this 13 day of October 2000

Witness to the above signatures:

ANDREW GRAY
British Swimming
SportPark
3 Oakwood Drive
Loughborough
Leicestershire
LE11 3QF
Solicitor

THE COMPANIES ACTS 1985 to 2006

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

BRITISH SWIMMING LIMITED

1. INTERPRETATION

1.1 The following terms shall for the purposes of these Articles of Association bear the meanings set opposite them:

the Act	the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force;
Affiliated Body	a body, other than an Affiliated Club, affiliated to British Swimming by virtue of being a member body of a National Association and paying an affiliation fee thereto;
Affiliated Club	a club affiliated to British Swimming by virtue of being a member club of a National Association and paying an affiliation fee thereto;
Affiliated member	an individual who has directly or indirectly subscribed a membership or registration fee, as the case may be, to the relevant National Association or on whom life or honorary membership has been bestowed by the relevant National Association for services to that

Association.

Aquatic Sports	swimming, diving, artistic swimming, water polo, open water swimming and any other water sports which from time to time fall within the jurisdiction of British Swimming.
Athletes	those athletes competing in all disciplines of the sport of swimming as are entitled in accordance with Article 12.2.3 to participate in the election of the Athletes Representative.
Athletes Representative	the member of the Managing Board elected by the Athletes in accordance with Article 12.2.3
Articles	these Articles of Association;
Chair	the Chair of the Managing Board;
Chief Executive Officer	the Chief Executive Officer of British Swimming;
Committees	the technical and other Committees appointed by the Managing Board;
Competition Rules	the competition rules as laid down by British Swimming and including the international rules of competition and eligibility established by FINA and other relevant international bodies;
Elected Representatives	the National Representatives and the Athlete Representative;
Financial Year	the calendar year commencing on 1 October in each year;
Fundamental Breach	and breach of obligation owed by a Member to British Swimming, of Obligation (whether under these Articles or otherwise), or any other action or omission of the Member, in any such case, which has placed, or will or is likely to place, British Swimming in breach of any law, or of any material requirement of FINA or LEN, or any other competent authority or body to which British Swimming is subject, and in particular (without prejudice to the generality) any law, or such requirement relating to doping control or child protection.

General Meeting	the Annual or an Extraordinary General Meeting of British Swimming;
In writing	written, printed or lithographed, or partly one and partly another, and other modes of representing or reproducing words in a visible form including by electronic mail or by facsimile transmission;
Managing Board	the Managing Board of British Swimming established in accordance with Article 12 and the members of the Managing Board shall be the Directors of British Swimming
Members	the three National Associations who are in membership of British Swimming in accordance with Article 3 thereof;
Month	calendar month;
National Associations	The Amateur Swimming Association (Swim England) Limited (“Swim England”), Scottish Amateur Swimming Association (SASA), and Swim Wales Limited (“Swim Wales”)
National Representatives	the members of the Managing Board elected or otherwise appointed to such positions by the National Associations in accordance with Article 12.2.1.
Nomination Group	shall comprise, subject to an individual seeking nomination who is currently part of the Nomination Group, the Chair, one National Representative and two Independent Members. The Nominations Group may decide, by majority, to engage an external person with relevant skills and experience to sit on the Nomination Group from time to time.
Rules	the Rules of British Swimming for the time being to include (without limitation) the British Swimming Anti-Doping Rules, the British Swimming Athlete Agreement & Code of Conduct and the British Swimming Judicial Code.
Secretary	the Secretary of the Company from time to time

The Seal	the Common Seal of British Swimming;
Special Resolutions	<ol style="list-style-type: none"> 1. A resolution of the Members duly passed at a duly convened General Meeting at which a quorum was present and at which not less than three quarters of the votes cast by Delegates present in person shall have been votes in favour of the resolution. 2. In the case of a resolution to change these Articles a resolution of the Members duly passed at a duly convened General Meeting at which a quorum was present and at which not less than three quarters of the votes cast by delegates present in person shall have been votes in favour of the resolution and shall include not less than a simple majority of the votes of the delegates from each Member or a resolution of the Members duly passed at a duly convened General Meeting at which a quorum was present and at which greater than nine tenths of the votes cast by delegates present in person shall have been votes in favour of the resolution.
Ordinary Resolution	a resolution of the Members duly passed at a duly convened General Meeting at which a quorum was present and at which a simple majority of the votes cast by Delegates present in person shall have been votes in favour of the resolution.
Independent Members	the members of the Managing Board appointed by the Elected Representatives in accordance with Article 12.2.4
the Statutes	the Act and every statutory modification or re-enactment thereof for the time being in force;
Upon reasonable request	during normal business hours and within seven days of receipt of a written request
1.2	Words importing the singular number only shall include the plural number, and vice versa. Words importing the masculine gender only shall include the feminine gender. Words importing persons shall include corporations.
1.3	Subject as aforesaid, any words or expressions defined in the Act or any

statutory modification thereof in force at the date on which these Articles become binding on British Swimming shall, if consistent with the subject or context, bear the same meanings in these Articles.

1.4 A reference to one gender shall include a reference to all other genders.

2 OBJECTS

2.1 British Swimming is established for the purposes expressed in the Memorandum of Association of British Swimming.

3. MEMBERSHIP

3.1 The Members of British Swimming shall be the National Associations

3.2 Each National Association shall include within its own Governance Documentation

an acknowledgement that it is subject to and bound by the Memorandum of Association of British Swimming and these Articles of Association.

3.2.2 the criterion that the affiliation of a club, body or organisation and the individual members thereof to the National Association includes the condition that they shall be subject to and bound by any Rules of British Swimming (as defined in Article 1.1) which may from time to time apply to them.

3.3 Each National Association shall maintain a register of its Affiliated members, and such register shall include:

3.3.1 the names and addresses of its Affiliated members,

3.3.2 a record of the subscription payable by such Affiliated members, and of the date or dates upon which such subscription is due and paid by virtue of which the memberships of such Affiliated members, may be established;

3.4 Each National Association shall make an annual return to British Swimming by no later than 31 December in each year providing full details of its Affiliated members. Based upon the information supplied in the annual return the Secretary shall provide to each National Association (with copies supplied to the other National Associations for information) a certificate as to the number of votes to which such National Association is entitled at General Meetings of British Swimming in the following calendar year by virtue its Affiliated

memberships according to the provisions of Article 10.1

- 3.5 the registers of Affiliated Members maintained by each National Association shall be open to inspection by a representative of the Managing Board or any other National Association upon reasonable request in order to confirm the voting strengths of the National Associations for the purposes of Article 10.1.
- 3.6 A Member shall forthwith cease to be a Member of British Swimming upon the happening of any of the following events:
 - 3.6.1 the expiry of at least 12 months notice in writing up to the 30th September in any year of the Member's resignation of membership served on British Swimming and each of the other Members in accordance with the notice provisions set out in Article 21;
 - 3.6.2 any administrative receiver, or receiver, or manager is appointed over the Member's undertaking or assets, or the Member enters into any composition or arrangement with its creditors, or an effective resolution is passed, or an order is made, for the winding up of the Member, or the Member suffers any similar formal or judicial process in any jurisdiction to the similar effect;
 - 3.6.3 the failure by the Member to make any payment to British Swimming of any subscription or other sum due from the Member to British Swimming, within 28 days of a notice in writing from British Swimming, (as authorised in writing by both the other Members), to the Member requiring due payment of any such sum which has remained outstanding for 28 days after the due date for payment and a consequent resolution of the Members that the Member's membership should as a result of any such non-payment be terminated; in any event of non-payment in response to such notice, the voting rights of the Member under these Articles shall, in any event, be suspended as from the expiry of the notice period and may only be reinstated by resolution of the Members;
 - 3.6.4 the committing by the Member of any irremediable Fundamental Breach Obligation, and a consequent resolution of the Members that the Member's membership should as a result of such breach be terminated;
 - 3.6.5 failure by the Member to remedy any Fundamental Breach of Obligation which is remediable, within 28 days of a notice in writing from British Swimming to the Member (authorised in writing by both the other Members) requiring such remedy, or within any shorter notice period, as notified in writing,

necessary to enable British Swimming to comply with any requirement or directive of FINA or LEN or any other competent authority or body to which British Swimming is subject.

- 3.7 The remaining members may by unanimous resolution on such terms as they think fit reinstate any former Member that has ceased to be a Member.
- 3.8 Cessation of the membership of a Member shall be without prejudice to any liability of such Member to British Swimming (whether arising before or after the date of such cessation).
- 3.9 In the event that any Member is dissatisfied by any matter relating to the affairs of British Swimming and bona fide considers the matter causing dissatisfaction to be a contentious issue between the Members of fundamental importance, such Member may issue a notice in writing to British Swimming and the other Members in accordance with the Notice provisions set out in Article 21, invoking the following dispute resolution procedure:
 - 3.9.1 upon the issuing of such notice British Swimming shall convene a formal meeting, for the purpose of seeking resolution of the issue, to be attended by two nominated representatives of each Member and to be chaired by British Swimming's chair or if he is unavailable or unwilling to act a deputy nominated in writing by the chair or in the absence of any such deputy by the Company Secretary;
 - 3.9.2 where such meeting does not produce resolution, and the Member which invoked this procedure remains dissatisfied, British Swimming, shall upon further notice in writing to this effect by such Member to British Swimming and the other Members in accordance with the notice provision set out in Article 21, provide for the reference of the issue to the Sports Dispute Resolution Panel of Francis House, Victoria, London (or such other mediation or arbitration body as the Members shall unanimously agree) ("the Arbitrator"), provided that the chair (or in his absence the Company Secretary), certifies that in his opinion the issue is one warranting such reference;
 - 3.9.3 the procedures of the Arbitrator shall be in its own discretion, except that British Swimming shall request the Arbitrator in writing:
 - 3.9.3.1 to make appropriate arrangements for the receipt of written representations from each of the Members and/or oral representations on behalf of each of the Members in relation to the issue; and,

- 3.9.3.2 to provide written recommendations for the purpose of resolving the issue, which (provided they are capable of being put into effect) shall be binding upon British Swimming and each Member;
- 3.9.4 the costs of the Arbitrator payable in relation to the issue (if any) shall be met by British Swimming.
- 3.10 No cessation of membership of any Member shall dis-entitle British Swimming from retaining its affiliation as the representative body of the remaining Members for the purposes of affiliation with FINA and LEN (or any other competent authority or body) and nothing shall dis-entitle British Swimming from retaining its company name, or any operating name, current as at the date of such a cessation of membership.
- 3.11 A Member shall not be entitled to enjoy or exercise any of the rights and privileges of a Member until it shall have paid or caused to have paid on its behalf all monies due from it to British Swimming
- 3.12 Every corporation and unincorporated association which is admitted to membership may exercise such powers as are prescribed by Section 375 of the Act (regarding representation at General Meetings).

4 GENERAL MEETINGS

- 4.1 Save as otherwise provided in these Articles, each National Association shall be entitled to appoint representatives (“Delegates”) to attend, speak and vote at General Meetings. The maximum number of Delegates for each National Association shall be calculated in accordance with Article 10.1 below
- 4.2 Each Delegate appointed by a National Association may cast one vote save that where a National Association shall appoint less Delegates in number than its entitlement in accordance with Article 10.1 the additional votes to which it is entitled pursuant to Article 10.1 shall be cast by such person(s) as the National Association may nominate and have advised the Secretary in writing not less than 48 hours prior to the Meeting. Any such Delegate(s) shall be bona fide member or members of such National Association. The appointment of Delegates shall require no formality beyond a decision of such National Association or its management committee and the provision of a letter of accreditation and such letter shall operate as an appointment of a representative within Section 375 of the Act.
- 4.3 If present the Chair of the Managing Board shall (unless he declines to do so)

take the Chair at any General Meeting. In his absence the meeting shall proceed to elect its own Chair.

- 4.4 Subject to any Standing Orders any Delegate may speak on any matter.
- 4.5 Voting at General Meetings shall be by show of hands, unless a poll is directed by the Chair of the meeting or is demanded by any appointed representative of any Member present and entitled to vote. Subject to Article 4.6 below a poll shall be taken at such time and place and in such manner as the Chair of the meeting shall direct and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. A demand for a poll may be withdrawn.
- 4.6 Where a poll is taken at a General Meeting, the Chair of the meeting shall (subject to the power of the meeting to select others) appoint two fit and proper persons to act as scrutineers one of whom shall be selected from those supporting the resolution in issue and one from those opposing it or both of whom shall be independent of British Swimming and its Members.
- 4.7 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
- 4.8 In the event of there being an equality of votes on a resolution before a General Meeting which, if not passed, will result in no change being made then the resolution shall be deemed to be lost. In the event of there being an equality of votes on a resolution before a General Meeting which requires a choice to be made for the continued good governance of British Swimming the Chair of the meeting shall have a second or casting vote.
- 4.9 No business shall be transacted at a General Meeting unless a quorum is present when the meeting proceeds to business. The quorum shall be all three Members (represented in each case by not less than one Delegate) subject to Article 4.10 below. If within 60 minutes of the time appointed for the start of the meeting there shall not be a quorum present (or if at any time during the meeting a quorum shall cease to be present) the Chair of the meeting shall adjourn the meeting for up to 21 days and at the reconvened meeting the quorum shall comprise of those delegates (subject to a minimum of two persons) of the National Associations as are present when the meeting proceeds to business.
- 4.10 Any National Association may by notice confirmed in writing to the Company Secretary waive its right to be represented at any General Meeting

5 NOTICE OF GENERAL MEETINGS

- 5.1 Notices of General Meetings shall be in writing and shall be sent by the Secretary to the Registered Address of each Member.
- 5.2 In addition to any other persons entitled to notice of a General Meeting, notice shall be given to British Swimming's auditors.
- 5.3 Notwithstanding any time period contained in these Articles, a general meeting may be called by shorter notice if so unanimously agreed by the Members.

6 PROXIES

- 6.1 There shall be no right for a Member to appoint a proxy
- 6.2 There shall be no right for a Delegate to appoint a proxy or substitute

7 THE ANNUAL GENERAL MEETING

- 7.1 The Annual General Meeting of British Swimming shall be held within nine months of the end of British Swimming's Financial Year at such time and place as the Managing Board shall determine.
- 7.2 The Secretary shall send to all Members preliminary notice of the date and place of the Annual General Meeting at least seventy days before the date of the meeting.
- 7.3 Resolutions for inclusion on the agenda of the Annual General Meeting shall be sent in writing to the Secretary not less than thirty five days before the date of the Meeting.
- 7.4 The Secretary shall send to all Members a final notice including nominations for the Managing Board and any resolutions, together with the agenda for the Meeting, not less than twenty eight days before the date of the Meeting.
- 7.5 The purpose of the Annual General Meeting shall be to transact the following business:
 - 7.5.1 to receive the Annual Report;
 - 7.5.2 to receive the Annual Accounts;
 - 7.5.3 to elect the Auditors and agree their remuneration; and

- 7.5.4 to transact any other business notice of which has been given on the notice convening the Meeting.
- 7.5.5 to receive notification of any changes to the Rules
- 7.5.6 to approve any proposed changes to the Standing Orders
- 7.6 It is understood that each Member shall be expected to appoint the full number of representatives to which it is entitled pursuant to Article 10.1 below to attend at any Annual General Meeting.
- 7.7 The Annual General Meeting of the Company can, in accordance with any applicable Notice provided as outlined at Article 5, be held by means of electronic communication, including the ability for the meetings to be held virtually, or by hybrid means of physical and virtual attendance subject to all Members entitled to receive notice provide express consent to the Annual General Meeting being held by such means. The Company therefore permits directors and members to attend, speak and vote by virtual means at the Annual General Meeting where such a meeting is to take place virtually or by hybrid means. Where attendance, notices, votes and communication are referred to within these Articles, in so far as these Articles shall allow, such attendance, notices, votes and communication as applicable may be provided by electronic communication or by virtual means.

8 EXTRAORDINARY GENERAL MEETINGS

- 8.1 An Extraordinary General Meeting of British Swimming shall be called either in the case of an Extraordinary General Meeting called by the Managing Board when determined by resolution of the Managing Board or in other cases within twenty one days of the receipt by the Secretary of a written requisition signed by a duly authorised officer of a National Association requiring an Extraordinary General Meeting to be held and specifying the business to be transacted at that Meeting.
- 8.2 The Secretary shall send out not less than twenty eight days before the date of the Meeting notice of an Extraordinary General Meeting to all Members specifying the date time and place of the Meeting and the business to be transacted at that Meeting.
- 8.3 No business shall be conducted at an Extraordinary General Meeting beyond that specified in the notice calling the Meeting.
- 8.4 If the Secretary shall not within twenty one days of the deposit of a proper requisition have convened a Meeting of British Swimming, the affected Member(s) may convene a Meeting within three months of the date of the

deposit of the requisition. Any reasonable expenses incurred by the Member(s) requisitioning the Meeting as a result of the failure of the Secretary duly to convene a meeting shall be repaid to such Member(s) by British Swimming.

9 RESOLUTIONS FOR GENERAL MEETINGS

- 9.1 Any National Association may propose a resolution for approval at such Meeting provided notice of it is given in accordance with the provisions in these Articles for Annual General Meetings and Extraordinary General Meetings respectively.
- 9.2 A proposed resolution must be in writing. The Secretary shall if requested by any Member indicate whether any proposed resolution is in an acceptable form for the purposes hereof.
- 9.3 Resolutions for approval at a General Meeting shall appear in the case of the Annual General Meeting on the final notice and in the case of an Extraordinary General Meeting on the notice convening the Meeting. Any Member wishing to propose any amendment to any resolution shall give notice to the Secretary not less than fourteen days prior to the date of the Meeting. Upon receipt of such proposal the Secretary shall as soon as practicable (and in any event not less than seven days prior to the meeting) supply a copy to each of the other Members
- 9.4 At a General Meeting amendments submitted on the day shall only be allowed to correct a grammatical or typographical error or to avoid ambiguity in any resolution.
- 9.5 The majority required to pass any resolution shall be stated on the final notice and on the agenda of the General Meeting at which it is to be submitted for consideration.
- 9.6 A resolution in writing executed by or on behalf of each Member who would have been entitled to vote upon it if it had been proposed at a General Meeting at which he was present shall be as effectual as if it had been passed at a General Meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more Members.

10 VOTES OF MEMBERS AND REPRESENTATION AT GENERAL MEETINGS

- 10.1 Subject to the provisions of these Articles National Associations shall be entitled to the number of votes determined by their affiliated membership as determined by the Register of Members maintained pursuant to Article 3.5

above as follows

For each 1 Vote and 1 representative
5,000 members or part thereof

provided always that the number of votes and delegates to which each of the National Associations shall be entitled shall not be less than

ASA	-	40	votes	and	40	representatives
SASA	-	5	“		5	“
WASA	-	5	“		5	“

Or in the case of SASA and WASA in the event that from time to time the entitlement of ASA to votes and representatives shall exceed 40 then each of them SASA and WASA shall be entitled to such additional number of votes and delegates as shall be required to ensure that SASA and WASA shall each have not less than one tenth of the votes and representatives at any General Meeting.

- 10.2 The Delegate(s) representing a National Association at a General Meeting shall cast the total number of votes to which the National Association is entitled.
- 10.3 No National Association shall be obliged to send the full number of Delegates to which it is entitled. The costs of attendance of any Delegate shall be borne by the National Association concerned.
- 10.4 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chair whose decision shall be final and conclusive.

11 SECRETARY

- 11.1 Subject to the provisions of the Act, the Secretary shall be appointed by the Managing Board for such term, at such remuneration and upon such conditions as it may think fit and any Secretary so appointed may be removed by it: The Secretary shall be responsible subject to the Act and the orders of the Managing Board for ensuring the due observance by British Swimming of the legal requirements relating to matters such as meetings, notices, resolutions, records and company registers.

12 MANAGING BOARD

- 12.1 British Swimming shall appoint a Managing Board to carry out the policies of

British Swimming as determined by the Members from time to time and to manage the day-to-day business of British Swimming. In particular, the Managing Board shall be responsible, applying principles of best value, for evaluating the most cost effective means of delivering High Performance and for continuing to monitor the situation.

12.2 The Members of the Managing Board shall be:

12.2.1 five National Representatives who shall have power to vote to be selected by the National Association on the following basis

ASA	3 Representatives
SASA	1 Representative
WASA	1 Representative

The National Representatives shall each be elected or otherwise appointed by the relative National Association by such democratic method as such National Association deems appropriate in its absolute discretion for a term that accords with the National Associations rules such term commencing from the date of such persons appointment. The relative National Representative shall not be elected or otherwise appointed for more than a maximum of either (i) four terms of two years, (ii) two terms of four years or (iii) three terms of three years unless the National Association determine, in exceptional circumstances, that such person shall be re-elected in accordance with such democratic method as such National Association deems appropriate in its absolute discretion for an additional year. In the event that any National Representative shall be unable to attend any meeting of the Managing Board then he shall be entitled to appoint a substitute to attend in his place. Notification of such appointment shall be provided to the Secretary.

12.2.2 The Chair of the Managing Board who shall

12.2.2.1 be a member of one of the National Associations

12.2.2.2 be appointed by the Elected Representatives from nominations received from applications received by the Nominations Group.

12.2.2.3 hold office for a term of four years.

12.2.2.4 not be re-appointed for more than two consecutive terms of office unless the Nomination Group determine, upon application, in exceptional circumstances, for example to assist succession planning, that the Chair shall be re-appointed for an

additional year. Where there is an occurrence of an extraordinary event outside the control of British Swimming and the Chair such as, for example, a war, epidemic or pandemic the Nomination Group may determine, upon application, that the Chair shall be re-appointed for a further additional year. The Chair may serve on the Managing Board for a maximum of twelve years if the Chair is appointed to a senior position with FINA and or LEN.

- 12.2.2.5 not hold any other elective office, nor take any active part in the government or administration of the Aquatic Sports by any National Association
- 12.2.2.6 be subject to removal from office at any time provided that three quarters of the Elected Representatives are in favour.
- 12.2.2.7 have power to vote. In the event of there being an equality of votes on a resolution before the Managing Board which, if not passed, will result in no change being made then the resolution shall be deemed to be lost.
- 12.2.2.8 in the event of an equality of votes in any resolution before the Managing Board which requires a choice to be made for the continued good governance of British Swimming the Chair of the meeting shall have a second or casting vote.

12.2.3 An Athletes Representative who shall

- 12.2.3.1 Be a member of one of the National Associations
- 12.2.3.2 Be elected from and by representative of the athletes competing at High Performance level in the Aquatic Sports the manner of such elections to be the subject of prior approval of British Swimming from time to time.
- 12.2.3.3 Serve on the Managing Board for an initial term of up to four years from the date of their appointment. At the expiry of the initial term such person shall retire, upon which such person may stand for reappointment, if eligible, for a second consecutive

term of up to four years. The Athlete Representative may not serve more than two consecutive terms of four years unless the Nomination Group determine, upon application, in exceptional circumstances, that the Athlete Representative shall be reappointed for an additional year.

12.2.3.4 Have the power to vote.

12.2.4 Up to four Independent Members who shall have the power to vote and being persons with specialist skills or experience in such areas as the Elected Representatives and the Chair may require and which skills should, where possible, complement the skills already possessed by the National Representatives and who shall be subject to appointment by the Elected Representatives, following nominations received from applications received by the Nominations Group, and removal by the Elected Representatives.

12.2.5 The Chief Executive Officer who shall have the power to vote.

12.3 The Chair shall be a non-executive Chair with responsibility for chairing meetings of the Managing Board and monitoring the performance in the duties of his office of the Chief Executive Officer.

12.4 The quorum for meetings of the Managing Board shall be six members present in person to include not less than two Representatives from different National Associations. Until such time as the Athletes Representative and Chair shall have been appointed to the Managing Board the quorum shall be five members present in person to include not less than two Representatives from different National Associations. Until such time as the National Representatives shall have been appointed the quorum shall be the two persons appointed as Directors of British Swimming on incorporation.

12.5 Subject to the provisions of these Articles the Managing Board may meet together, adjourn and otherwise regulate its meetings as it sees fit provided that meetings of the Managing Board shall be called not less frequently than quarterly in each financial year

12.6 The Managing Board shall have the power to determine the remuneration (if any) and other terms of appointment of the Chair and the Independent Members.

12.7 The Managing Board may, by power of attorney or otherwise, appoint any person to be the agent of the company for such purposes and on such

conditions as they determine, including authority for the agent to delegate all or any of his powers.

- 12.8 The Managing Board may delegate any of its powers to any committee of directors consisting of one or more directors. It may also delegate to any Chief Executive Officer or any director holding any other executive office such of its powers as it considers desirable to be exercised by him. Any such delegation shall be in writing setting out in sufficient detail the nature and extent of the powers delegated and of reporting requirements and may be subject to any conditions the directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any conditions, the proceedings of a committee with two or more members shall be governed by the articles regulating the proceedings of directors so far as they are capable of applying.
- 12.9 If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum, voting or agreement purposes.
- 12.10 But if paragraph 12.11 applies, a director who is interested in an actual or proposed transaction or arrangement with the company –
- 12.10.1 is to be counted as participating in the decision-making process, and
 - 12.10.2 is entitled to vote on or agree to a proposal relating to it.
- 12.11 This paragraph applies when -
- 12.11.1 the company by ordinary resolution dis-applies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;
 - 12.11.2 the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - 12.11.2 the director's conflict of interest arises from a permitted cause.
- 12.12 For the purposes of this article, the following are permitted causes –
- 12.12.1 a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries
 - 12.12.2 Subscription, or by an agreement to subscribe, for shares or

other securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite or guarantee subscription for any such shares or securities; and

- 12.12.3 arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which do not provide special benefits for directors or former directors.
- 12.13 For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- 12.14 Subject to paragraph 12.15, if a question arises at a meeting of directors or of a committee as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the Chair, whose ruling in relation to any director other than the Chair is to be final and conclusive.
- 12.15 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chair of the meeting, the question is to be decided by a decision of the directors at that meeting, for which purpose the Chair of the meeting is not to be counted as participating in the meeting (or part of the meeting) for voting or quorum purposes.
- 12.16 Subject to the articles, the directors may take any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.
- 12.17 Each of the National Representatives and the Athletes Representative may by written notice to the Company Secretary appoint and remove an alternate (who may but need not be another director) to attend and vote in his place at any particular board meeting. Appointment of an alternate may not be permanent. Any appointed alternates shall be entitled to receive notice of the board meeting in respect of which the appointment relates and be provided with copies of all paperwork which otherwise would have been provided to the appointing director. Notice of the appointment must be received by the Company Secretary before the meeting begins. If a person ceases to be a director for any reason, his appointment of an alternate shall cease to be effective immediately. An alternate may cast one vote for each director he represents.
- 12.18 The Managing Board may co-opt from time to time additional persons with specialist skills or experience to deal with a specific board item which requires such specialist skills or experience. Such additional person may attend the particular Managing Board meeting for the specific board item without voting rights. Such additional person shall be entitled to receive notice of the

Managing Board meeting and copies of paperwork specific to the item for which they have been co-opted.

- 12.19 Once a Member of the Managing Board has retired from the Managing Board the individual retiring may not serve as a Member of the Managing Board until a period of at least four years has passed from the point of retirement.

13 ELECTION, APPOINTMENT AND RETIREMENT OF MEMBERS OF THE MANAGING BOARD

13.1 Subject to clause 12.2.1 and sub-clause 13.2 of this Article, National Representatives appointed by the National Associations shall be appointed to the Managing Board according to the rules established by such Associations to take office immediately following the meeting at which such appointment or election was made and shall serve until the conclusion of the meeting in the relevant year that accords with the National Association rules following appointment.

13.2 Notwithstanding sub-clause 13.1 of this Article the appointments of respectively the National Representatives, the Athletes Representative and the Independent Members shall be subject to reconfirmation as follows:-

13.2.1 in the case of the National Representatives at each annual meeting of the appointing National Association and in the event that any such person's appointment shall not have been reconfirmed then such person shall be removed from office forthwith to be replaced with such substitute (who shall serve for the remainder of the original appointee's term of office) (if any) as the appointing National Association may have elected or otherwise appointed to replace the outgoing representative.

13.2.2 in the case of the Athletes' Representative by such process of reconfirmation as may be approved by the Managing Board from time to time.

13.2.3 in the case of the Independent Members by the Elected Representatives of the Managing Board at its first meeting after all the National Representatives, the Athletes Representative and the Chair have been appointed or confirmed in office as the case may be and in the event that any such Independent Member(s) appointment shall not have been so reconfirmed then such person shall be removed from office forthwith to be replaced by such replacement (who shall hold office for the remainder of the original appointee's term of office or such other longer or shorter period as the Elected Representatives shall determine) (if any) as

the Elected Representatives may have appointed to replace the outgoing Independent Members.

13.2.3.1 In the case of the Independent Members if there shall be more than one candidate for a post the candidate who secures the largest single number of votes shall be declared elected and in the event of a tie the person or persons to be elected shall be determined by the second and casting vote of the Chair.

13.2.3.2 An Independent Member shall serve on the Managing Board for an initial term of up to four years from the date of his appointment. At the expiry of the initial term such person shall retire, upon which such person may stand for re-election, if eligible, for a second consecutive term of up to four years. An Independent Member may not serve more than two consecutive terms of office, unless, upon application for a third term, the Elected Representatives determine, in exceptional circumstances, that such person shall be re-elected. An Independent Member may serve on the Managing Board for a maximum of twelve years if the Independent Member is appointed as the Chair of the Managing Board or to a senior position with FINA and or LEN.

13.3 A nomination shall be invalid if the person nominated is at the time of nomination the subject of a suspension by British Swimming or any National Association.

13.4 Any vacancy arising upon death, retirement, removal, or any other such vacation from the Managing Board under these shall be filled pursuant to Article 12.2 or 13.2.3 as the case maybe.

14 REMOVAL OF OFFICERS, AND MEMBERS OF THE MANAGING BOARD

14.1 Notwithstanding anything contained elsewhere in these Articles the Members may by an ordinary resolution passed at any General Meeting remove from office any member of the Managing Board provided that in respect of a resolution to remove a National Representative the National Association appointing such National Representative shall have 1000 votes for every one vote it would otherwise be entitled to under the provisions of these Articles.

14.2 Upon receiving a valid requisition for an Extraordinary General Meeting at which a resolution to remove any such person is to be proposed, the Secretary

shall give notice in writing of such resolution to the person(s) concerned and shall if required by such person(s) circulate to all Members entitled to receive notice of the Meeting any written communication of reasonable length provided it does not contain any illegal, offensive or defamatory material.

14.3 At the Extraordinary General Meeting the person whose removal is proposed shall have the right to address the Meeting.

14.4 Any removal of any member of the Managing Board shall be without prejudice to any legal claim he may have against British Swimming or that British Swimming may have against him in respect of matters arising before such removal.

14.5 The office of a director shall be vacated if:

14.5.1 he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director, or

14.5.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

14.5.3 he is, or may be, suffering from mental disorder and either:

14.5.3.1 he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or

14.5.3.2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonus or other person to exercise powers with respect to his property or affairs; or

14.5.4 he resigns his office by notice to the company; or

14.5.5 he shall for more than six consecutive months have been absent without permission of the directors from meetings of the Managing Board held during that period and the directors resolve that his office be vacated.

15 AMENDMENTS TO ARTICLES

15.1 These Articles may be amended by resolution at any General Meeting provided that such resolution shall have been passed by either

15.1.1 not less than three quarters of the delegates voting on the resolution (to include not less than a simple majority of the delegates present from each National Association); or

15.1.2 greater than nine tenths of the delegates voting on the resolution

15.2 Resolutions amending these Articles may only be proposed by any National Association

16 INDEMNITY

16.1 Subject to the provisions of the Act, every member of the Managing Board, employee, servant and agent of British Swimming shall be indemnified by British Swimming and it shall be the duty of British Swimming to pay all costs, losses and expenses which any such person may incur or for which he may become liable by reason of any contract entered into or act or thing done by him in good faith in the discharge of his duties.

17 MINUTES AND RECORDS

17.1 The Secretary shall cause to be kept proper minutes of the proceedings of the General Meetings of British Swimming, the Managing Board and all Committees (including sub-committees).

17.2 The minutes of General Meetings may be inspected upon reasonable request by any Member.

17.3 The minutes of meetings of the Managing Board, and any sub-committee may be inspected upon reasonable request by any Member.

17.4 Any Member entitled to inspect the minutes shall be entitled to a copy thereof at no cost.

17.5 The Secretary shall cause to be kept properly and available for inspection by any Member upon reasonable request free of charge in addition to any books required by statute the following:

17.5.1 the register of Members showing the name and Registered Address of each Member;

17.5.2 the register of interests disclosed by members of the Managing Board and Committees.

18 ACCOUNTING PROVISIONS

- 18.1 The Managing Board shall cause accounting records of British Swimming to be kept in accordance with Section 221 of the Act (or as the same may be hereafter amended or altered).
- 18.2 Accounting records shall be kept (subject to Section 222 of the Act) at British Swimming Headquarters or at such other place or places as the Managing Board shall think fit.
- 18.3 The accounts and books of British Swimming or any of them shall be open to the inspection of the Members of British Swimming upon reasonable request.
- 18.4 At the Annual General Meeting in every year the Managing Board shall lay before British Swimming a proper income and expenditure account made up to a date not more than seven months before such meeting together with a proper balance sheet made up as at the same date. Every such balance sheet shall be accompanied by proper reports of the Managing Board and the Auditors and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than twenty one clear days before the date of the meeting, subject nevertheless to the provisions of Section 238 (4) of the Act, be sent to the Auditors and to all other persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served.
- 18.5 Once at least in every year the accounts of British Swimming shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.
- 18.6 Auditors shall be appointed and their duties regulated in accordance with Sections 235-237 and 384 -394 of the Act.

19 STANDING ORDERS

- 19.1 The Members shall have the power to make, repeal and amend all such Standing Orders as it shall consider necessary for the conduct of Annual and Extraordinary General Meetings of British Swimming. All Standing Orders made by the Members-under this Article must be available to Members at British Swimming Headquarters upon reasonable request and shall remain in force until set aside by ordinary resolution of a General Meeting of British Swimming.

20 COMMITTEES

- 20.1 The Managing Board shall have the power (subject to Article 20.2 below) from time to time to appoint (and suspend or remove) Committees with such responsibilities, constitution and terms of reference in connection with the technical (and other) aspects of the Aquatic Sports at a High Performance level as the Managing Board shall determine. Where Great Britain shall be represented in a discipline of the Aquatic Sports at World or European senior level then (subject to the powers of the Managing Board stated above) a Committee shall be appointed for such discipline.
- 20.2 Each of the Members shall be entitled to have at least one representative on any Committee provided that for the purposes of establishing a quorum any two members of any Committee personally present shall constitute a quorum provided that where all three Members shall have appointed representatives on a Committee then the quorum shall require the appointed representatives from not less than two Members.
- 20.3 Any Member may by notice confirmed in writing to the Committee Secretary waive its right to be represented at any Committee Meeting.

21 NOTICES

- 21.1 Any notice to be given to or by any person pursuant to the articles shall be in writing or confirmed in writing or by electronic mail or by facsimile transmission.
- 21.2 British Swimming may give any notice to a Member by sending it by post in a prepaid envelope addressed to the Member at its registered address or by leaving it at that address.
- 21.3 Any such communication shall be deemed to have been made to the Member (if by post) four days from the date of posting (and in proving such service or delivery, it shall be sufficient to prove that such communication was properly addressed, stamped and put in the post), and if by facsimile transmission at the time of the transmission provided that the same shall not have been received in a garbled form. Any communication by electronic mail shall be deemed to have been made on the day on which the communication is first received in the Members electronic mailbox.

