

<b>Subject:</b>	SportsAble Service Level Agreement – Annual progress update to the Communities Overview and Scrutiny Panel
<b>Reason for briefing note:</b>	Responding to the Overview and Scrutiny Panel request to consider progress and delivery under the three year Service Level Agreement that began in January 2018 and is due to run until end of December 2020.
<b>Responsible officer(s):</b>	David Scott, Head of Communities
<b>Senior leader sponsor:</b>	Russell O'Keefe – Executive Director Place
<b>Date:</b>	18 February 2020

## SUMMARY

This agenda item is the second annual update from SportsAble in connection with the Service Level Agreement (SLA) which prides financial support to SportsAble from RBWM, and that began with effect from January 2018 for a three year period, with an annual value of £50,000, and which will run until end of December 2020.

The core of SLA, which is based upon the standard SLA format used, is shown in Appendix 1 to this covering report. This SLA is made up of the core SLA terms and conditions and a series of four Annex's specific to the SportsAble SLA, which are:

Annex A shows the Aims and Objectives of the Organisation.

Annex B shows the Specification of the SLA

Annex C shows a series of detailed SportsAble's Policies, Procedures and Guidelines, that are provided to demonstrate these are in place, these are not reproduced for this purposes of this report but are in place in the master SLA.

Annex D shows the Monitoring requirements for the SLA.

The Year 2 annual progress report from SportsAble is shown in Appendix 2 to this covering report.

The relatively recently appointed Chair and Vice Chair of the Trustees of SportsAble will be attending the Panel meeting to present their annual report and respond to questions from the panel.

## 1 BACKGROUND

- 1.1 A brief background to SportsAble as an organisation is set out in their annual report. The club has operated in Maidenhead since 1975.

## **2 KEY IMPLICATIONS**

- 2.1 There are a number of performance measures set out in the report provided by SportsAble. The report includes a series of charts which compare activity in 2019 to 2018 under four headings. There is no pre-SLA base level data from before the SLA began, i.e. 2017, which might have aided the panel with understanding the impact of the SLA funding compared to before the SLA was in place.
- 2.2 The Panel received a presentation from the Chief Executive Officer of SportsAble in 2019 on activity in Year 1 of the SLA, and the written report this year, rather than a presentation, is provided this year to give more details for the Panel to consider impact and progress.

## **3 DETAILS**

- 3.1 The dedicated clubhouse for the organisation is located at Braywick Park, off the Braywick Road, Maidenhead. It is one of several clubs based within the park. The report provides some context to the purpose and activity of SportsAble as a local club.
- 3.2 The main commentary provided by the club is set out in section 3 of their report.

## **4 RISKS**

- 4.1 The Panel will need to consider the details of the report and decide if the Club is delivering the intended outcomes of the specification and if the reporting format provides the Panel with the essential data it requires to understand fully the impact of the funding provided under the SLA.

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**ROYAL BOROUGH OF WINDSOR AND MAIDENHEAD**  
**AGREEMENT FOR THE PROVISION OF SERVICES TO A VOLUNTARY OR**  
**NOT FOR PROFIT ORGANISATION**  
**BETWEEN**  
**ROYAL BOROUGH OF WINDSOR AND MAIDENHEAD**  
**AND**  
**SPORTSABLE**

THIS AGREEMENT is made on *16<sup>th</sup> January 2018*

Between

THE ROYAL BOROUGH OF WINDSOR & MAIDENHEAD of the Town Hall, St Ives Road, Maidenhead, Berkshire, SL6 1RF ("RBWM")  
and  
SPORTSABLE of the Clubhouse, Braywick Park Sports Ground, Maidenhead Berkshire SL6 1BN ("the Organisation")

This Agreement records the commitment made by the Organisation in return for which RBWM undertakes to provide financial support in the sum of fifty thousand pounds (£50,000) per annum for the period of 3 years commencing on 1 January 2018 and ending on 31 December 2020 ("the Term"). Payable quarterly in advance subject to satisfactory performance.

"The RBWM Nominated Officer" means the person nominated by RBWM as responsible for the day to day management of the Agreement on behalf of RBWM or such other person as RBWM shall from time to time notify in writing to the Organisation.

"The Organisation Contact" means the person nominated by the Organisation as responsible for the day to day management of the Agreement or such other person as the Organisation shall from time to time notify in writing to RBWM.

IT IS AGREED THAT:

1. The Organisation has the aims and objectives set out in Annex A hereto.
2. The Organisation agrees to carry out the service detailed in Annex B ("the Specification") for residents of the Royal Borough of Windsor and Maidenhead, during the Term and RBWM will be entitled to review these activities in the manner set out below.

3. **Keeping of accounts**

The Organisation agrees to keep proper books of accounts, which must be examined annually by a financially competent person.

4. A copy of the Organisation's Annual Report and Annual Accounts including the Balance Sheet must be sent to the RBWM Nominated Officer within one month of their adoption by the Organisation. Copies of any newsletters and publicity material will be supplied to RBWM for information on or before the date of publishing and must acknowledge the funding by RBWM to the Organisation in relation to the services comprised in the Specification.

5. **Keeping of satisfactory records**

The Organisation must keep records showing how RBWM funding has been used, and provide the RBWM Nominated Officer with periodic reports on the services comprised in the Specification, and any progress. The Organisation will advise RBWM of any significant change affecting the Specification in Annex B.

6. **Compliance with Statutory Requirements**

The Organisation must keep records and strictly comply with all relevant laws (including any statutory modification or re-enactment thereof) including but not limited to:

Health and Safety at Work Act 1974

Data Protection Act 1998

Human Rights Act 1998

Equality Act 2010

and shall indemnify RBWM against all claims and actions which may be brought against RBWM as a result of the Organisation's failure to comply with such legislation in the performance of the Specification funded by RBWM through this Agreement.

**7. Management and Staffing**

The Organisation confirms that it has and follows, explicit operational policies or guidelines for the recruitment and deployment of staff and volunteers in the provision of the service. Details of these policies and guidelines are attached at Annex C.

**8. Financial viability**

The Organisation will notify the RBWM Nominated Officer immediately if the Organisation has any financial problems or plans to perform financial restructuring, merging, liquidation or any other remedial action including receivership. The Organisation shall also notify RBWM immediately in writing in the event that the Organisation shall be unlikely to comply for any reason with the activities and objectives (or of any material change thereof) referred to in Annex A and B.

**9. Monitoring and review**

The RBWM Nominated Officer and the Organisation Contact are responsible for the routine monitoring of this Agreement as it relates to the provision of the service and as outlined in Annex D; the organisation is requested to present annually to the Culture and Communities Overview and Scrutiny Panel (or its successor).

10. The Organisation is responsible for making sure that it has continuing and adequate skills to carry out effectively the services comprised in the Specification for which it is funded by RBWM.

**11. Safeguarding requirements**

Where the Specification requires that the Organisation's employees, volunteers or Trustees or any other person, to have access to, or access to the information of, children or vulnerable adults, the Organisation must at its own cost seek the appropriate level of disclosure from the Disclosure and Barring Service for each such person prior to their appointment as an employee or deployment as a volunteer. The Organisation must not employ or use as a volunteer anybody where there are concerns raised by the DBS checks without the written authority of the RBWM Nominated Officer. The Organisation shall strictly comply with its DBS Policy document attached as Annex C.

**12. Termination / breach**

This Agreement may be terminated by RBWM or by the Organisation by giving six months notice (or a shorter period by mutual agreement) in writing to the other party. Either party may terminate this Agreement upon 28 days written notice to the other party where that other party is in material breach of this Agreement or if the Organisation becomes financially unviable. RBWM reserves the right to require the Organisation to refund the grant or a proportion thereof in the event of breach or if the Organisation becomes financially unviable.

13. If this Agreement is brought to an end the Organisation shall stop performing the services comprised in the Specification relating to this Agreement. (This is without prejudice to the right and obligation of the Organisation to provide the Specification under any other arrangements). Any payment due from RBWM will be made only up to and including the date of termination (subject always to satisfactory performance during this time).

14. Where payment is made by RBWM in advance to the Organisation, the Organisation upon termination will refund to RBWM any sums paid in relation to any period beyond the date of termination.

15. For the avoidance of doubt, payments or refunds due under Clauses 13 or 14 above shall be on a pro rata basis.

16. RBWM reserves the right to enter any premises used by the Organisation upon reasonable notice and inspect the services comprised in the Specification that are being carried on there to ensure that the Grant is being used for the Specification as detailed in Annex B.

17. **General requirements**

The Organisation shall not seek to promote or oppose any political party in any way. For the avoidance of doubt, the display of election material is also prohibited.

18. The Organisation in carrying out its obligations under this Agreement shall comply with RBWM's Diversity & Equality Framework or an equivalent Equal Opportunities policy. This will ensure that there is equality in the access to, use of and involvement in the services comprised in the Specification for all users irrespective of race, gender, disability, age, religion/belief, nationality, social background or sexual preference save in so far as the nature of the provision is focused upon a particular group of individuals.

19. The Organisation confirms that it is constituted as a Not-For-Profit body. Any deviation from this position must be immediately notified to RBWM.

20. **Indemnity**

The Organisation hereby indemnifies RBWM from and against any claims losses liabilities and damages brought by or on behalf of any user of the Service, or any other party, in respect of any act or default of the Organisation arising directly or indirectly as a result of the performance or non-performance of this Agreement by the Organisation.

21. RBWM hereby indemnifies the Organisation from and against all and any claims for personal injury death or damage to property arising from any acts or omissions of RBWM or its employees, servants or agents.

**22. Insurance**

The Organisation shall insure itself to meet its liabilities under Clause 20 above, with a reputable insurer with a minimum indemnity of £5,000,000 or such other sum as RBWM shall from time to time advise and will supply satisfactory proof of such to RBWM on demand and if the Term is for more than one year the Organisation shall promptly supply to RBWM a copy of each insurance renewal receipt.

23. The Organisation will insure itself against legal liability for damages in respect of injury of any person employed by or volunteering to the Organisation and this insurance will comply with the Employer's Liability (Compulsory Insurance) Act 1969 and any Statutory Orders thereafter.

24. The Organisation shall ensure that any premises, contents, equipment, and food-stuffs required for the performance of the Agreement are insured against loss, damage, repair, or replacement.

25. Notwithstanding the requirements of Clause 22 above, the Organisation is responsible for ensuring that motor insurance policies are maintained by itself, its employees, or its volunteers against any claims which may arise out of the use of that vehicle pursuant to any provision of this Agreement.

**26. Required notifications**

The Organisation shall use their best endeavours to immediately notify RBWM and the Organisation's Insurers of any happening or event which may give rise to a claim, demand, proceeding, damage, cost or charge which is the subject of the indemnity under Clauses 20 and 21 above and arising out of the Agreement. The Organisation shall indemnify RBWM against any loss whatever which may be occasioned to RBWM by the Organisation's failure to give such notification.



**27. Prevention of Bribery**

RBWM shall be entitled to cancel this Agreement with immediate effect and to recover from the Organisation the amount of any loss resulting from such cancellation, if:-

- (i) the Organisation shall have offered or given or agreed to give to any person any gift or consideration of any kind as inducement or reward for doing or forbearing to do or having done or forborne to do any action in relation to this Agreement or any other Agreement with RBWM, or
- (ii) the like acts shall have been done by any person employed by it or acting on its behalf (whether with or without the knowledge of the Organisation); or
- (iii) in relation to any Agreement with RBWM, the Organisation or person employed by it or acting on its behalf shall:
  - (a) have committed any offence under the Bribery Act 2010; or
  - (b) have given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972 .

**28. Transfer**

- i) The Organisation shall not transfer or assign the whole or any part of this Agreement
- ii) None of the Service described hereto shall be sub-contracted without the prior express written consent of the Council and in the event of such consent being granted such sub-contractors shall have deemed to be employed by the Organisation

**29. The Freedom of Information Act 2000 (“FOIA”)**

The Organisation will assist RBWM to enable RBWM to comply with its obligations under the FOIA or other applicable legislation governing access to information. In particular it acknowledges that RBWM is entitled to any and all information relating to the performance of this Agreement or arising in the course of performing this Agreement. In the event that RBWM receives a request for information under the FOIA or any other applicable legislation governing access to information and requires the Organisation's assistance in obtaining the information that is the subject of such request or otherwise the Organisation will respond to any such

request for assistance from RBWM at its own cost and promptly and in any event within 5 days of receiving RBWM's request.

30. **Transparency**

The following definitions shall apply for the purposes of this Clause 31:

**“FOIA Exemption”**

shall mean any applicable exemption to the Freedom of Information Act 2000 including, but not limited to, confidentiality (section 41 FOIA), trade secrets (section 43 FOIA) and prejudice to commercial interests (section 43 FOIA)

**“EIR Exception”**

shall mean any applicable exception to the Environmental Information Regulations 2004

**“Redacted Contract”**

shall mean the final and completed Agreement in a portable document format (pdf) which the Council shall redact to remove any information which may constitute FOIA Exemption and/or EIR Exception

**“Website”**

shall mean webpages owned and/or hosted by the Council connected to and made available on the world wide web and viewable by anyone connected to the internet who has a web browser

By entering into the Agreement, the Organisation agrees and gives consent to the following principles and obligations:

- a) It is the policy of RBWM to demonstrate transparency in its public life and activity. This includes publication of contracts entered into by RBWM onto the Website.
- b) To assist RBWM to demonstrate such transparency, the Organisation shall provide such support as may be reasonably required by RBWM to achieve the publication of the Agreement onto the Website. For purposes of this Clause 30, the "Agreement" shall include the full Agreement or any part thereof including but not limited to any schedule, annexure, plan, drawing and/or deed of variation.

- c) Within one week of the date of the Agreement, the Organisation shall use all proper and reasonable care to prepare and forward a draft version of the Redacted Contract for RBWM's approval. RBWM reserves the right to request the Organisation to make further redactions or remove redactions.
- d) Within one week of an agreed draft, the Organisation shall use all proper and reasonable care to prepare and forward an electronic version of the Redacted Contract to the following e-mail address: [foi@rbwm.gov.uk](mailto:foi@rbwm.gov.uk).
- e) The Organisation shall use all proper and reasonable care in the preparation of the Agreement and use its best endeavours to ensure that all information contained in the Redacted Contract is accurate, complete and up to date.
- f) In preparing the Redacted Contract, it is the Organisation's obligation to consider and take into account all relevant legislations, regulations, case laws and guidance; including but not limited to the following:-
  - i. In the case of any intellectual property the Organisation shall ensure that such contents or materials are non-infringing.
  - ii. In the case of any commercial information the Organisation shall ensure that no commercial confidence is breached by publication.
  - iii. In the case of personal information within the meaning of the Data Protection Act 1998 the Organisation shall secure (and produce the relevant written evidence to RBWM) the explicit consent of the individual for whom may be affected by publication of the Redacted Contract
- g) Except for when Clause 30(h) applies, RBWM shall publish the Redacted Contract on the Website in its entirety. In all circumstances, the Organisation shall indemnify RBWM from any loss or damage sustained by RBWM as a result of the publication of the Redacted Contract onto the Website.
- h) Where the Organisation reasonably believes that the Agreement should be excluded from publication, the Organisation shall make written representations to RBWM within one week of the date of the

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Agreement to set out the excluded nature of the Agreement. BRWM shall consider the representation. It is for RBWM to make the final determination as to whether or not a Redacted Contract is published onto the Website.

- i) Where a representation is made by the Organisation under Clause 30(h), the timescale referred to in Clause 30(c) is deemed to begin from the date RBWM refuses the representation.
- j) Unless otherwise agreed in writing, the Organisation hereby gives his consent to the publication of the Redacted Contract on the Website by RBWM and waives any rights against RBWM for any loss or damage that may arise as a result of such publication.

IN WITNESS WHEREOF RBWM and the Organisation have executed the Agreement the day and year first before written.

SIGNED for and on behalf of the Organisation  
by

(print name) KERL HASLAM

Signature: *[Handwritten Signature]*

(print name) SHARON BRIDGE

Signature: *[Handwritten Signature]*

SIGNED for and on behalf of The Royal Borough  
of Windsor and Maidenhead (RBWM)  
by:

(print name) D. V. Scott

Signature: *[Handwritten Signature]*

HEAD OF COMMUNITIES,  
ENFORCEMENT & PARTNERSHIPS

(print name) M. KILNER

Signature: *[Handwritten Signature]*

Head of Law & Governance

In the presence of: -

Witness

Signature *[Handwritten Signature]*

Name LINDA McLAUGHLIN

Address TOWN HALL

MAIDENHEAD

Occupation SENIOR LEGAL ASSISTANT

In the presence of: -

Witness

Signature *[Handwritten Signature]*

Name LINDA McLAUGHLIN

Address TOWN HALL

MAIDENHEAD

Occupation SENIOR LEGAL ASSISTANT

## **Annex A**

### **Aims and Objectives of the Organisation including the Articles of Association**

#### **Objectives**

One of the key objectives of SportsAble is to promote awareness of disability through sport and recreation and particularly integration of disabled and able bodied people.

A vital element of life at SportsAble is about having fun – fun through fundraising events, such as the Annual Wheelchair Push, and fun through a whole calendar of sport and social activities such as Quiz Nights, Open Mic Nights, Have a Go Fun Sports Nights and more.

#### **Reputation**

SportsAble is a very ambitious and successful club. The club has also grown in status and recognition and was one of the chosen training grounds for the 2012 Olympic and Paralympic Games.

SportsAble is known for both sporting endeavour and self-help. Many of members are international champions at European, World and Paralympic levels. Members have represented Great Britain 46 times at every Paralympic Games since 1976.

SportsAble are, however, equally active at the development at grass root level and are continually working to introduce sport to disabled people in the community through outreach programmes with schools and other sports and social clubs.

#### **SportsAble Mission Statement**

'To provide sports and recreational facilities and opportunities to SportsAble members in order that they may participate in sport to the competitive level each individual desires with the overriding objective of enhancing their quality of life'.

COMPANY NUMBER: 03896913

THE COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY GUARANTEE  
ARTICLES OF ASSOCIATION  
OF  
SPORTSABLE

1. The company's name is SportsAble (and in this document it is called the "**charity**").

2. **Interpretation**

In the Articles:

**'address'** means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case registered with the charity;

**'the Articles'** means the charity's articles of association;

**'the charity'** means the company intended to be regulated by the articles;

**'clear days'** in relation to the period of a notice means a period excluding:

- the day when the notice is given or deemed to be given; and
- the day for which it is given or on which it is to take effect;

**'the Commission'** means the Charity Commission for England and Wales;

**'Companies Acts'** means the Companies Acts (as defined in section 2 of the Companies Act 2006) insofar as they apply to the charity;

**'the directors'** means the directors of the charity. The directors are charity trustees as defined by section 177 of the Charities Act 2011;

**'document'** includes, unless otherwise specified, any document sent or supplied in electronic form;

**'electronic form'** has the meaning given in section 1168 of the Companies Act 2006;

**'the memorandum'** means the charity's memorandum of association;

**'officers'** includes the directors and the secretary (if any);

**'the seal'** means the common seal of the charity if it has one;

**'secretary'** means any person appointed to perform the duties of the secretary of the charity;

**'the United Kingdom'** means Great Britain and Northern Ireland; and

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words importing one gender shall include all genders, and the singular includes the plural and vice versa.

Unless the context otherwise requires words or expressions contained in the articles have the same meaning as in the Companies Acts but excluding any statutory modification not in force when this constitution becomes binding on the charity.

Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

### 3. **Liability of Members**

3.1. The liability of the members is limited to a sum not exceeding £1, being the amount that each member undertakes to contribute to the assets of the charity in the event of its being wound up while he, she or it is a member or within one year after he, she or it ceases to be a member, for:

- 3.1.1. payment of the charity's debts and liabilities incurred before he, she or it ceases to be a member;
- 3.1.2. payment of the costs, charges and expenses of winding up; and
- 3.1.3. adjustment of the rights of the contributories among themselves.

### 4. **Objects**

4.1. The charity's objects ("**Objects**") are specifically restricted to the following:

Through a network of social clubs, multi-sports centres and outreach programmes in England, Wales, Scotland and Northern Ireland, to create opportunities for people with disabilities (focusing primarily on the physically and sensorially disabled, alongside family and friends) to maximise their potential and improve their levels of fitness and wellbeing, such aims to be met by fostering a safe environment conducive to their physical and psychological needs and providing a safe haven and a place to mix with people going through the same or similar life experiences by participating in competitive and non- competitive sport and social activities.

Nothing in the articles shall authorise an application of the property of the charity for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and/or section 2 of the Charities Act (Northern Ireland) 2008.

### 5. **Powers**

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

- 5.1.1. to organise, promote and generally undertake any activity with the purpose of encouraging and facilitating sport, training, events, competition and related activities for people with physical and sensorial disabilities;
- 5.1.2. to hold or assist in holding exhibitions and shows for the purpose of promoting the Objects;
- 5.1.3. to print, publish or sell any newspapers, periodicals, books or leaflets that the charity may consider desirable for the promotion of its Objects and to carry on courses of instruction, lectures or discussions for the purposes of promoting the Objects;



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- 5.1.4. to subscribe, guarantee or lend money to any organisation, association or institution for any charitable purpose calculated to further the Objects or otherwise to benefit professional and amateur sport for people with a disability;
- 5.1.5. to organise such membership and subscription schemes in support of the Objects as may from time to time be determined;
- 5.1.6. to raise funds. In doing so, the charity must not undertake any taxable permanent trading activity and must comply with any relevant statutory regulations;
- 5.1.7. to buy, take on lease or in exchange, hire or otherwise acquire any property and to alter, improve, maintain and equip it for use;
- 5.1.8. to sell, lease or otherwise dispose of all or any part of the property belonging to the charity. In exercising this power, the charity must comply as appropriate with sections 117 and 122 of the Charities Act 2011;
- 5.1.9. to borrow money and to charge the whole or any part of the property belonging to the charity as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation. The charity must comply as appropriate with sections 124 - 126 of the Charities Act 2011 if it wishes to mortgage land;
- 5.1.10. to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts in the name of the charity;
- 5.1.11. to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
- 5.1.12. to establish, undertake, administer or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects, and to hold and administer any property or funds subject under such trusts, associations or institutions;
- 5.1.13. to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity or companies;
- 5.1.14. to take over, acquire or enter into any partnership or joint venture arrangement with any companies, institutions, societies or associations having objects similar to those of the charity which shall prohibit the distribution of their income and property amongst their members to an extent at least as great as that imposed upon the charity under or by virtue of article 6 hereof;
- 5.1.15. to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations which the charity is authorised under article 5.1.14 above to take over, acquire or enter into any partnership or joint venture arrangement with;
- 5.1.16. to transfer all or any part of the property, assets, liabilities and engagements of the charity to any one or more of the companies, institutions, societies or associations which the charity is authorised under article 5.1.14 above to take over, acquire or enter into any partnership or joint venture arrangement with;

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- 5.1.17. to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
- 5.1.18. to employ and remunerate such staff as are necessary for carrying out the work of the charity (including the granting of any pensions, allowances, gratuities and bonuses to employees or ex-employees of the charity or dependants of such persons as are necessary for the promotion of the Objects). The charity may employ or remunerate a director only to the extent it is permitted to do so by article 7 and provided it complies with the conditions in that article;
- 5.1.19. to undertake and carry on any agency relationship or arrangement which is directly or indirectly conducive to the Objects and may lawfully be undertaken or carried on by the charity;
- 5.1.20. to: (a) deposit or invest funds; (b) employ a professional fund-manager; and (c) arrange for the investments or other property of the charity to be held in the name of a nominee; in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;
- 5.1.21. to provide indemnity insurance for the directors in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011;
- 5.1.22. to pay out of the funds of the charity the costs of forming and registering the charity both as a company and as a charity.

### **6. Application of Income and Property**

- 6.1. The income and property of the charity shall be applied solely towards the promotion of the Objects.
- 6.2. A director is entitled to be reimbursed from the property of the charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the charity.
- 6.3. A director may benefit from trustee indemnity insurance cover purchased at the charity's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.
- 6.4. A director may receive an indemnity from the charity in the circumstances specified in article 57.
- 6.5. A director may not receive any other benefit or payment unless it is authorised by articles 6.7 or 7.
- 6.6. Subject to articles 6.7 and 7, none of the income or property of the charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the charity. This does not prevent a member who is not also a director receiving:
  - 6.6.1. a benefit from the charity in the capacity of a beneficiary of the charity;
  - 6.6.2. reasonable and proper remuneration for any goods or services supplied to the charity.

- 6.7. The charity may, in good faith, award any prize at a contest or competition organised or run by the charity to any competitor or entrant in such contest or competition who is a director, member or person connected or associated with a director or member.

## **7. Benefits and Payments to Charity Directors and Connected Persons**

### **7.1. General provisions**

No director or connected person may:

- 7.1.1. buy any goods or services from the charity on terms preferential to those applicable to members of the public;
- 7.1.2. sell goods, services, or any interest in land to the charity;
- 7.1.3. be employed by, or receive any remuneration from, the charity;
- 7.1.4. receive any other financial benefit from the charity; unless the payment is permitted by article 7.2, or authorised by the court or the Charity Commission. In this article 7.1 a 'financial benefit' means a benefit, direct or indirect, which is either money or has a monetary value.

### **7.2. Scope and powers permitting directors' or connected persons' benefits**

- 7.2.1. A director or connected person may receive a benefit from the charity in the capacity of a beneficiary of the charity provided that a majority of the directors do not benefit in this way.
- 7.2.2. A director or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the charity where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act 2011.
- 7.2.3. Subject to article 7.3, a director or connected person may provide the charity with goods that are not supplied in connection with services provided to the charity by the director or connected person.
- 7.2.4. Subject to applicable law, nothing in articles 7.2 or 7.3 shall prevent the charity and/or its directors from making any payments, providing any goods or services or otherwise providing any form of benefit (whether for remuneration or otherwise) to the charity's solely owned subsidiary, SportsAble Enterprises Limited (company number 03897498), provided that such actions are carried out in good faith and in furtherance of the charity's Objects;
- 7.2.5. A director or connected person may receive interest on money lent to the charity at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- 7.2.6. A director or connected person may receive rent for premises let by the director or connected person to the charity. The amount of the rent and the other terms of the lease must be reasonable and proper. The director concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- 7.2.7. A director or connected person may take part in the normal trading and fundraising activities of the charity on the same terms as members of the public.

### **7.3. Payment for supply of goods only – controls**

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The charity and its directors may only rely upon the authority provided by article 7.2.3 if each of the following conditions is satisfied:

- 7.3.1. The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the charity or its directors (as the case may be) and the director or connected person supplying the goods ('the supplier') under which the supplier is to supply the goods in question to or on behalf of the charity.
  - 7.3.2. The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
  - 7.3.3. The other directors are satisfied that it is in the best interests of the charity to contract with the supplier rather than with someone who is not a director or connected person. In reaching that decision the directors must balance the advantage of contracting with a director or connected person against the disadvantages of doing so.
  - 7.3.4. The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the charity.
  - 7.3.5. The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of directors is present at the meeting.
  - 7.3.6. The reason for their decision is recorded by the directors in the minute book.
  - 7.3.7. A majority of the directors then in office are not in receipt of remuneration or payments authorised by article 7.
- 7.4. In articles 7.2 and 7.3:
- 7.4.1. 'charity' includes any company in which the charity: (i) holds more than 50% of the shares; or (ii) controls more than 50% of the voting rights attached to the shares; or (iii) has the right to appoint one or more directors to the board of the company.
  - 7.4.2. 'connected person' includes any person within the definition in article 61 'Interpretation'.
8. A director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the charity or in any transaction or arrangement entered into by the charity which has not previously been declared. A director must absent himself or herself from any discussions of the charity directors in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the charity and any personal interest (including but not limited to any personal financial interest).
9. **Conflicts of interests and conflicts of loyalties**
- 9.1. If a conflict of interests arises for a director because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the articles, the unconflicted directors may authorise such a conflict of interests where the following conditions apply:

## VERSION 3

- 9.1.1. the conflicted director is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
- 9.1.2. the conflicted director does not vote on any such matter and is not to be counted when considering whether a quorum of directors is present at the meeting; and
- 9.1.3. the unconflicted directors consider it is in the interests of the charity to authorise the conflict of interests in the circumstances applying.

9.2. In this article a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a director or to a connected person.

## 10. **Members**

10.1. Membership is open to individuals or organisations who:

- 10.1.1. apply to the charity in the form required by the directors; and
- 10.1.2. are approved by the directors or any person to whom the directors have delegated authority exclusively for this purpose.

10.2. The directors may only refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of the charity to refuse the application. The directors must inform the applicant in writing of the reasons for the refusal within twenty-one days of the decision. The directors must consider any written representations the applicant may make about the decision. The directors' decision following any written representations must be notified to the applicant in writing but shall be final.

10.3. Membership is not transferable.

10.4. The directors must keep a register of names and addresses of the members.

## 11. **Classes of Membership**

11.1. The directors may establish classes of membership with different rights and obligations and shall record the rights and obligations in the register of members.

11.2. Subject to article 11.4, the directors shall have the power to set entrance fees, subscription fees and other fees or payments to be made by members for different classes of membership and vary such fees from time to time as deemed fit;

11.3. Without prejudice to article 11.2, the directors may not directly or indirectly alter the rights or obligations attached to a class of membership.

11.4. The rights attached to a class of membership may only be varied if:

- 11.4.1. three-quarters of the members of that class consent in writing to the variation; or
- 11.4.2. a special resolution is passed at a separate general meeting of the members of that class agreeing to the variation.

11.5. The provisions in the articles about general meetings shall apply to any meeting relating to the variation of the rights of any class of members.

## 12. **Termination of membership**

12.1. Membership is terminated if:

## VERSION 3

- 12.1.1. the member dies or, if it is an organisation, ceases to exist;
- 12.1.2. the member resigns by written notice to the charity unless, after the resignation, there would be less than two members;
- 12.1.3. any sum due from the member to the charity is not paid in full within six months of it falling due;
- 12.1.4. the member is removed from membership by a resolution of the directors that it is in the best interests of the charity that his or her or its membership is terminated. A resolution to remove a member from membership may only be passed if: (a) the member has been given at least twenty-one days' notice in writing of the meeting of the directors at which the resolution will be proposed and the reasons why it is to be proposed; (b) the member or, at the option of the member, the member's representative (who need not be a member of the charity) has been allowed to make representations to the meeting.

### 13. **General Meetings**

- 13.1. An annual general meeting must be held in each year and not more than fifteen months may elapse between successive annual general meetings.

- 14. The directors may call a general meeting at any time.

### 15. **Notice of General Meetings**

- 15.1. The minimum periods of notice required to hold a general meeting of the charity are: (a) twenty-one clear days for an annual general meeting or a general meeting called for the passing of a special resolution; (b) fourteen clear days for all other general meetings.
- 15.2. A general meeting may be called by shorter notice if it is so agreed by a majority in number of members having a right to attend and vote at the meeting, being a majority who together hold not less than 90 percent of the total voting rights.
- 15.3. The notice must specify the date time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say so. The notice must also contain a statement setting out the right of members to appoint a proxy under section 324 of the Companies Act 2006 and article 22.
- 15.4. The notice must be given to all the members and to the directors and auditors.
- 16. The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the charity.

### 17. **Proceedings at General Meetings**

- 17.1. No business shall be transacted at any general meeting unless a quorum is present.
- 17.2. A quorum is: (a) three members present in person or by proxy and entitled to vote upon the business to be conducted at the meeting; or (b) one tenth of the total membership at the time whichever is the greater.
- 17.3. The authorised representative of a member organisation shall be counted in the quorum.

- 18.

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- 18.1. If: (a) a quorum is not present within half an hour from the time appointed for the meeting; or (b) during a meeting a quorum ceases to be present; the meeting shall be adjourned to such time and place as the directors shall determine.
- 18.2. The directors must reconvene the meeting and must give at least seven clear days' notice of the reconvened meeting stating the date, time and place of the meeting.
- 18.3. If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the members present in person or by proxy at that time shall constitute the quorum for that meeting.
19.
  - 19.1. General meetings shall be chaired by the person who has been appointed to chair meetings of the directors.
  - 19.2. If there is no such person or he or she is not present within fifteen minutes of the time appointed for the meeting a director nominated by the directors shall chair the meeting.
  - 19.3. If there is only one director present and willing to act, he or she shall chair the meeting.
  - 19.4. If no director is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the members present in person or by proxy and entitled to vote must choose one of their number to chair the meeting.
20.
  - 20.1. The members present in person or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned.
  - 20.2. The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.
  - 20.3. No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.
  - 20.4. If a meeting is adjourned by a resolution of the members for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting.
21.
  - 21.1. Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded: (a) by the person chairing the meeting; or (b) by at least two members present in person or by proxy and having the right to vote at the meeting; or (c) by a member or members present in person or by proxy representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.
  - 21.2. (a) The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded. (b) The result of the vote must be recorded in the minutes of the charity but the number or proportion of votes cast need not be recorded.
  - 21.3. (a) A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the person who is chairing the meeting. (b) If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made.

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- 21.4. (a) A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be members) and who may fix a time and place for declaring the results of the poll. (b) The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
- 21.5. (a) A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately. (b) A poll demanded on any other question must be taken either immediately or at such time and place as the person who is chairing the meeting directs. (c) The poll must be taken within thirty days after it has been demanded. (d) If the poll is not taken immediately at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken. (e) If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.

## 22. **Content of Proxy Notices**

- 22.1. Proxies may only validly be appointed by a notice in writing (a 'proxy notice') which –
- 22.1.1. states the name and address of the member appointing the proxy;
  - 22.1.2. identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
  - 22.1.3. is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
  - 22.1.4. is delivered to the charity in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
- 22.2. The charity may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 22.3. Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 22.4. Unless a proxy notice indicates otherwise, it must be treated as –
- 22.4.1. allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
  - 22.4.2. appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

## **Delivery of Proxy Notices**

- 22A.
- 22A.1. A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the charity by or on behalf of that person.
- 22A.2. An appointment under a proxy notice may be revoked by delivering to the charity a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 22A.3. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.



22A.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

**23. Written resolutions**

23.1. A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that:

23.1.1. a copy of the proposed resolution has been sent to every eligible member;

23.1.2. a simple majority (or in the case of a special resolution a majority of not less than 75%) of members has signified its agreement to the resolution; and

23.1.3. it is contained in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date.

23.2. A resolution in writing may comprise several copies to which one or more members have signified their agreement.

23.3 In the case of a member that is an organisation, its authorised representative may signify its agreement.

**Votes of members**

24. Subject to article 11 and article 25, every member, whether an individual or an organisation, shall have one vote.

25. No member shall be entitled to vote at any general meeting unless all moneys then payable by him/her to the charity have been paid.

26. Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and every vote not disallowed at the meeting shall be valid. The decision of the person who is chairing the meeting shall be final.

27.

27.1. Any organisation that is a member of the charity may nominate any person to act as its representative at any meeting of the charity.

27.2. The organisation must give written notice to the charity of the name of its representative. The representative shall not be entitled to represent the organisation at any meeting unless the notice has been received by the charity. The representative may continue to represent the organisation until written notice to the contrary is received by the charity.

27.3. Any notice given to the charity will be conclusive evidence that the representative is entitled to represent the organisation or that his or her authority has been revoked. The charity shall not be required to consider whether the representative has been properly appointed by the organisation.

**28. Directors**

28.1. A director must be a natural person aged 16 years or older.

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- 28.2. No one may be appointed a director if he or she would be disqualified from acting under the provisions of article 39.
29. The minimum number of directors shall be three and (unless otherwise determined by ordinary resolution) shall be subject to a maximum of eleven.
30. A director may not appoint an alternate director or anyone to act on his or her behalf at meetings of the directors.
31. **Powers of directors**
- 31.1. The directors shall manage the business of the charity and may exercise all the powers of the charity unless they are subject to any restrictions imposed by the Companies Acts, the articles or any special resolution.
- 31.2. No alteration of the articles or any special resolution shall have retrospective effect to invalidate any prior act of the directors.
- 31.3. Any meeting of directors at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the directors.
- 31.4. The directors shall have the power, from time to time, to recommend to general meeting the appointment and removal of such person or persons as they think fit to be officers, patrons or honorary members of the charity.

### **Retirement of directors**

32. At each annual general meeting at least one of the directors must retire from office. If there is only one director he or she must retire.
- 33.
- 33.1. The director to retire by rotation shall be the one who has been longest in office since their last appointment. If the longest serving directors became or were appointed directors on the same day the one to retire shall (unless they otherwise agree among themselves) be determined by lot.
- 33.2. If a director is required to retire at an annual general meeting by a provision of the articles the retirement shall take effect upon the conclusion of the meeting.

### **Appointment of directors**

34. The charity may by ordinary resolution:
- 34.1. appoint a person who is willing to act to be a director; and
- 34.2. determine the rotation in which any additional directors are to retire.
35. No person other than a director retiring by rotation may be appointed a director at any general meeting unless:
- 35.1. he or she is recommended for re-election by the directors; or
- 35.2. not less than fourteen nor more than thirty-five clear days before the date of the meeting, the charity is given a notice that:
- 35.2.1. is signed by a member entitled to vote at the meeting;
- 35.2.2. states the member's intention to propose the appointment of a person as a director;

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- 35.2.3. contains the details that, if the person were to be appointed, the charity would have to file at Companies House; and
  - 35.2.4. is signed by the person who is to be proposed to show his or her willingness to be appointed.
36. All members who are entitled to receive notice of a general meeting must be given not less than seven nor more than twenty-eight clear days' notice of any resolution to be put to the meeting to appoint a director other than a director who is to retire by rotation.
- 37.
- 37.1. The directors may appoint a person who is willing to act to be a director.
  - 37.2. A director appointed by a resolution of the other directors must retire at the next annual general meeting and must not be taken into account in determining the directors who are to retire by rotation.
38. The appointment of a director, whether by the charity in general meeting or by the other directors, must not cause the number of directors to exceed any number fixed as the maximum number of directors.

### **Disqualification and removal of directors**

39. A director shall cease to hold office if he or she:
- 39.1. ceases to be a director by virtue of any provision in the Companies Acts or is prohibited by law from being a director;
  - 39.2. is disqualified from acting as a trustee by virtue of sections 178 and 179 of the Charities Act 2011 (or any statutory re-enactment or modification of those provisions);
  - 39.3. ceases to be a member of the charity;
  - 39.4. in the written opinion, given to the company, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a director and may remain so for more than three months;
  - 39.5. resigns as a director by notice to the charity (but only if at least two directors will remain in office when the notice of resignation is to take effect);
  - 39.6. is absent without the permission of the directors from all their meetings held within a period of six consecutive months and the directors resolve that his or her office be vacated; or
  - 39.7. is removed from office by an ordinary resolution duly passed pursuant to Section 168 of the Companies Act 2006.

### **Remuneration of directors**

40. The directors must not be paid any remuneration unless it is authorised by article 7.

### **41. Proceedings of directors**

- 41.1. The directors may regulate their proceedings as they think fit, subject to the provisions of the articles.
- 41.2. Any director may call a meeting of the directors.
- 41.3. The secretary (if any) must call a meeting of the directors if requested to do so by a director.
- 41.4. Questions arising at a meeting shall be decided by a majority of votes.

## VERSION 3

41.5. A meeting may be held by suitable electronic means agreed by the directors in which each participant may communicate with all the other participants.

42.

42.1. No decision may be made by a meeting of the directors unless a quorum is present at the time the decision is purported to be made. 'Present' includes being present by suitable electronic means agreed by the directors in which a participant or participants may communicate with all the other participants.

42.2. The quorum shall be two or the number nearest to one-third of the total number of directors, whichever is the greater, or such larger number as may be decided from time to time by the directors.

42.3. A director shall not be counted in the quorum present when any decision is made about a matter upon which that director is not entitled to vote.

43. If the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of filling vacancies or of calling a general meeting.

44.

44.1. The directors shall appoint a director to chair their meetings and may at any time revoke such appointment.

44.2. If no-one has been appointed to chair meetings of the directors or if the person appointed is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the directors present may appoint one of their number to chair that meeting.

44.3. The person appointed to chair meetings of the directors shall have no functions or powers except those conferred by the articles or delegated to him or her by the directors.

45.

45.1. A resolution in writing or in electronic form agreed by all of the directors entitled to receive notice of a meeting of the directors and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the directors duly convened and held.

45.2. The resolution in writing may comprise several documents containing the text of the resolution in like form to each of which one or more directors has signified their agreement.

### **Delegation**

46.

46.1. Without prejudice to article 10.1.2, the directors may delegate any of their powers or functions to a committee of two or more directors but the terms of any delegation must be recorded in the minute book.

46.2. The directors may impose conditions when delegating, including the conditions that:

46.2.1. the relevant powers are to be exercised exclusively by the committee to whom they delegate;

46.2.2. no expenditure may be incurred on behalf of the charity except in accordance with a budget previously agreed with the directors.

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46.2.3. The directors may revoke or alter a delegation.

46.2.4. All acts and proceedings of any committees must be fully and promptly reported to the directors.

### **Validity of directors' decisions**

47.

47.1. Subject to article 47.2, all acts done by a meeting of directors, or of a committee of directors, shall be valid notwithstanding the participation in any vote of a director:

47.1.1. who was disqualified from holding office;

47.1.2. who had previously retired or who had been obliged by the constitution to vacate office;

47.1.3. who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise;

if without:

47.1.4. the vote of that director; and

47.1.5. that director being counted in the quorum;

the decision has been made by a majority of the directors at a quorate meeting.

47.2. Article 47.1 does not permit a director or a connected person to keep any benefit that may be conferred upon him or her by a resolution of the directors or of a committee of directors if, but for article 47.1, the resolution would have been void, or if the director has not complied with article 8.

### **Seal**

48. If the charity has a seal it must only be used by the authority of the directors or of a committee of directors authorised by the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary (if any) or by a second director.

### **Minutes**

49. The directors must keep minutes of all:

(1) appointments of officers made by the directors;

(2) proceedings at meetings of the charity;

(3) meetings of the directors and committees of directors including:

(a) the names of the directors present at the meeting;

(b) the decisions made at the meetings; and

(c) where appropriate the reasons for the decisions.

### **Accounts**

50.

50.1. The directors must prepare for each financial year accounts as required by the Companies Acts. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.

50.2. The directors must keep accounting records as required by the Companies Act.

### **Annual Report and Return and Register of Charities**

## VERSION 3

- 51.
- 51.1. The directors must comply with the requirements of the Charities Act 2011 with regard to the:
- 51.1.1. transmission of a copy of the statements of account to the Commission;
  - 51.1.2. preparation of an Annual Report and the transmission of a copy of it to the Commission;
  - 51.1.3. preparation of an Annual Return and its transmission to the Commission.
- 51.2. The directors must notify the Commission promptly of any changes to the charity's entry on the Central Register of Charities.

### **Means of communication to be used**

- 52.
- 52.1. Subject to the articles, anything sent or supplied by or to the charity under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the charity.
- 52.2. Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
53. Any notice to be given to or by any person pursuant to the articles:
- 53.1. must be in writing; or
  - 53.2. must be given in electronic form.
- 54.
- 54.1. The charity may give any notice to a member either:
- 54.1.1. personally; or
  - 54.1.2. by sending it by post in a prepaid envelope addressed to the member at his or her address; or
  - 54.1.3. by leaving it at the address of the member; or
  - 54.1.4. by giving it in electronic form to the member's address; or
  - 54.1.5. by placing the notice on a website and providing the person with a notification in writing or in electronic form of the presence of the notice on the website. The notification must state that it concerns a notice of a company meeting and must specify the place date and time of the meeting.
- 54.2. A member who does not register an address with the charity or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the charity.
55. A member present in person at any meeting of the charity shall be deemed to have received notice of the meeting and of the purposes for which it was called.
- 56.
- 56.1. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- 56.2. Proof that an electronic form of notice was given shall be conclusive where the company can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Companies Act 2006.

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56.3. In accordance with section 1147 of the Companies Act 2006 notice shall be deemed to be given:

56.3.1. 48 hours after the envelope containing it was posted; or

56.3.2. in the case of an electronic form of communication, 48 hours after it was sent.

### **Indemnity**

57.

57.1. The charity may indemnify a relevant director against any liability incurred in that capacity, to the extent permitted by sections 232 to 234 of the Companies Act 2006.

57.2. In this article a 'relevant director' means any director or former director of the charity.

### **Rules**

58.

58.1. The directors may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the charity.

58.2. The bye laws may regulate the following matters but are not restricted to them:

58.2.1. the admission of members of the charity (including the admission of organisations to membership) and the rights and privileges of such members, and the entrance fees, subscriptions and other fees or payments to be made by members;

58.2.2. the conduct of members of the charity in relation to one another, and to the charity's employees and volunteers;

58.2.3. the setting aside of the whole or any part or parts of the charity's premises at any particular time or times or for any particular purpose or purposes;

58.2.4. the procedure at general meetings and meetings of the directors in so far as such procedure is not regulated by the Companies Acts or by the articles;

58.2.5. generally, all such matters as are commonly the subject matter of company rules.

58.3. The charity in general meeting has the power to alter, add to or repeal the rules or bye laws.

58.4. The directors must adopt such means as they think sufficient to bring the rules and bye laws to the notice of members of the charity.

58.5. The rules or bye laws shall be binding on all members of the charity. No rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the articles.

### **Disputes**

59.

59.1. If a dispute arises between members of the charity about the validity or propriety of anything done by the members of the charity under these articles, and the dispute cannot

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be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation

### **Dissolution**

60.

60.1. The members of the charity may at any time before, and in expectation of, its dissolution resolve that any net assets of the charity after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the charity be applied or transferred in any of the following ways:

60.1.1. directly for the Objects; or

60.1.2. by transfer to any charity or charities for purposes similar to the Objects; or

60.1.3. to any charity or charities for use for particular purposes that fall within the Objects.

60.2. Subject to any such resolution of the members of the charity, the directors of the charity may at any time before and in expectation of its dissolution resolve that any net assets of the charity after all its debts and liabilities have been paid, or provision made for them, shall on or before dissolution of the charity be applied or transferred:

60.2.1. directly for the Objects; or

60.2.2. by transfer to any charity or charities for purposes similar to the Objects; or

60.2.3. to any charity or charities for use for particular purposes that fall within the Objects.

60.3. In no circumstances shall the net assets of the charity be paid to or distributed among the members of the charity (except to a member that is itself a charity) and if no resolution in accordance with article 60(1) is passed by the members or the directors the net assets of the charity shall be applied for charitable purposes as directed by the Court or the Commission.

### **Interpretation**

61. In article 7, sub-clause (2) of article 9 and sub-clause (2) of article 47 'connected person' means:

61.1. a child, parent, grandchild, grandparent, brother or sister of the director;

61.2. the spouse or civil partner of the director or of any person falling within sub-clause (1) above;

61.3. a person carrying on business in partnership with the director or with any person falling within sub-clause (1) or (2) above;

61.4. an institution which is controlled –

61.4.1. by the director or any connected person falling within sub-clause (1), (2), or (3) above; or

61.4.2. by two or more persons falling within sub-clause 4(a), when taken together

61.5. a body corporate in which –

61.5.1. the director or any connected person falling within subclauses (1) to (3) has a substantial interest; or



VERSION 3

- 61.5.2. two or more persons falling within sub-clause (5)(a) who, when taken together, have a substantial interest.
- 61.5.3. Sections 350 – 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this article.

**Annex B**  
**The Specification**

**Outcomes**

SportsAble are asked to pay attention to the following outcomes from the Royal Borough of Windsor and Maidenhead Joint Health and Wellbeing Strategy:

- **Enable more children and adults to be at a healthy weight**
- **Get more people to be more active more often**
- **Support adults and children with mental health needs**
- **Individuals from priority high risk groups are achieving outcomes**

and consider how the existing work can contribute to delivering those outcomes.

The Specification of the Service includes, but is not limited to:

- Providing a broad range of disabled sporting activities for residents of all ages and abilities including of the following;  
Air weaponry  
Archery  
Boccia  
Darts  
New age kurling  
Swimming  
Sit up and stretch  
Table tennis  
Wheelchair basketball  
Wheelchair dance

- To operate an off site programme to be approved annually, which may include the following **deaf football, golf, rowing, swimming**.
- To operate a comprehensive outreach disabled sports programme based around the provision of rehabilitation programmes, after school clubs and support groups for a broad range of disabilities.
- To liaise with other users of the Braywick Park on the shared use of the park for the benefit of all users.
- To contribute towards raising mental wellness of users.
- To support health promotion across RBWM which may include the following: supporting World Mental Health Day, Suicide Prevention Day, Mental Health Awareness and other health benefit related initiatives that RBWM promotes as part of its Joint Health and Wellbeing Strategy and seeks support for from the Organisation.
- SportsAble will provide sport and social activities to those with a physical & sensorial disability, their families and their friends. For the avoidance of any doubt, all Members must have the mental capacity to be responsible for their own actions. Any form of mental disability that falls outside of this definition would be catered for by an outreach programme,

and funded SEPARATELY. *AK*  
*Deaf Golf*  
*AK*

VERSION 3

## Annex C

### **Organisation information on Policies, Procedures and Guidelines:**

**including a copy of the Organisation's:**

- **Procedure for Recruitment and Deployment of Volunteers,**
- **Disclosing and Baring Service Policy and procedures**

## **Annex D Monitoring**

The RBWM Nominated Officer will meet with the Organisation Contact every 6 months to monitor the operation of the service and to discuss any difficulties in administration, problems or shortfalls being experienced by either party.

To facilitate this the Organisation will provide every 6 months the following information from their records for analysis, e.g.

- Compliance with all requirements of the agreement
- activities undertaken;
- levels of service provided throughout the year;
- number of residents of the Royal Borough of Windsor and Maidenhead assisted throughout the year;
- details of income and the spend of the grant throughout the year;
- numbers of complaints and compliments;
- instances where the Organisation has been unable to deliver the Service;
- any other relevant records.

**SportsAble are required to report to the Culture and Communities Overview and Scrutiny Panel (or its successor) on an annual basis, to provide confirmation and evidence of the services it has provided and the outcomes delivered as outlined in Annex B.**

The annual report will include performance reports that demonstrate the contribution towards the Outcomes.

Examples of performance and evidence include but are not limited to:

### **Enable more children and adults to be at a healthy weight**

Participants that complete interventions have achieved a weight loss equal to or greater than 3% of their initial weight at the end of the intervention

**Get more people to be more active more often**

Participants that self report completing physical exercise 5 x per week for 30 minutes 3% higher than at pre-intervention

**Support adults and children with mental health needs**

Self reported wellbeing assessments with service users ( e.g. R outcomes tool)

Embedding mental wellbeing into service delivery through:

- Supporting 2 Mental Health national campaigns per year
- Ensuring 80% staff complete Mental Health First Aid e-learning

**Individuals from priority high risk groups are achieving outcomes**

80% of clients who completed an intervention that had a health or mental health condition

15% of clients who completed an intervention who were listed as 'not in employment'

13% of clients who completed an intervention were from a BME group

**Reduction in the level of social isolation**

Self reported assessments with service users

**Increase in levels of Wellbeing Indicators**

Participants that report improvements in their wellbeing from their participation in activities delivered by the Organisation

## **Royal Borough of Windsor & Maidenhead: Communities Overview & Scrutiny Panel**

### **SportsAble - Service Level Agreement (SLA) performance report 2019**

Asghar Majeed, Chairman of the Trustees Board and Niall McCaffrey, Sports Manager

#### **HEADLINES**

**In 2019 we added to our sports programme, consolidated on our membership offering, and maintained what we offer the rest of the community through Outreach Programmes:**

- **721 individual sport member sessions - 6% increase over 2018 total of 681**
- **17 sports offered - compared with 14 in 2018**
- **Member throughput up 14%- from 6310 (2018) to 7209 (2019)**
- **16 Outreach Sessions - variety sustained from 2018 (also 16)**

#### **1. BACKGROUND**

1.1. In 2018 RBWM awarded SportsAble a grant of £50k per annum for a period of three years.

The award is subject to the terms of a Service Level Agreement (SLA) and SportsAble is required to report biannually on performance against the agreed objectives. The specific performance measures are listed in **Appendix A** to this report.

1.2. SportsAble is a disability sports charity based in Maidenhead since 1975. Formerly known as the Windsor Ascot Maidenhead District Sports Association for the Disabled (WAMDSAD) the charity offers disabled people, their friends, and their families the opportunity to play a wide range of sports, regardless of age or ability, with the support of experienced and enthusiastic volunteer coaches. Our staff, volunteers and members know that playing sport in a relaxed and inclusive environment enables disabled people to get fit and healthy, to develop new skills, to have fun, and to escape social isolation.

1.3. 2019 was a particularly difficult year for SportsAble: in an already challenging climate for fundraising the charity also had to deal with a number of serious issues including written allegations about the way the charity operates, property thefts, and data breaches, all of which took time and energy to resolve. The allegations were proven to be completely

without foundation, and the charity is working with Thames Valley Police (TVP) and the Information Commissioner's Office (ICO) on the other matters. Additionally, the charity is working closely with the Charity Commission to implement a more robust governance and organisational structure which will better equip us to resist such attacks in the future.

1.4. Despite all these difficulties and challenges, we are pleased to be able to report that throughout 2019 SportsAble delivered a wide range of sports opportunities for disabled people, their families and friends of all ages, through a variety of programmes including Offsite, Outreach, School activities. In fact, in December 2019, SportsAble started what we believe to be the UK's only free weekly taster sports sessions for disabled people. Each week, attendees have an opportunity to try a different sport in a relaxed and informal environment, run by experienced disability sports coaches. The objective is to help them find a sport they enjoy and to encourage them to become club members participating in sport on a regular basis. We have ideas about extending this scheme to reach more people - please see **Appendix B** for more information about our proposal.

## 2. UK CONTEXT

2.1. SportsAble's objectives and impact should be viewed in the wider context of the provision of sport and activity for disabled people across the UK. The Activity Alliance's Annual Disability and Activity Survey<sup>1</sup> published on 28 January 2020 reports that four in five disabled people want to be more active but that the demand is not being met. Only two in five feel they are given the opportunity to be as active as they would like to be. This level of inequality is resulting in a more negative experience, including social isolation for many disabled people. Key findings from the report include:

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<sup>1</sup> Activity Alliance is the operating name for the English Federation of Disability Sport (EFDS). Activity Alliance is supported by Sport England. The research behind the report was conducted by IFF Research using an online survey with 1182 disabled and 1136 non-disabled adults taking part. The research was conducted between April and July 2019. In this study a disabled person is anyone who has a long-term health condition, impairment or illness that has a substantial effect on normal daily activities.



- Four in five (81%) disabled adults want to do more activity than they currently do compared with fewer than three in five (57%) non-disabled people.
- Just four in 10 (40%) disabled people feel they are given the opportunity to be as active *as they would like to be* compared with seven in 10 (71%) non-disabled people.
- Disabled people are *half as likely* as non-disabled people to agree that ‘sport’ is for someone like them (32% vs 63%).
- Seven in ten disabled people are motivated to be active to improve or maintain their physical health.
- Two in five (41%) disabled people said a fear of losing benefits prevents them from trying to be more active.
- Two in three (67%) disabled people said they would listen to GPs, doctors and nurses about taking part in activity.

2.2. These findings are very much in line with SportsAble’s understanding, which is based on 45 years of experience in this field. We know there is an urgent and ongoing need to *actively* remove the barriers to participation in sport for disabled people. There can be no doubt that the existence of a dedicated facility with experienced and well-qualified staff and volunteers, the choice of a wide range of sports, and – most importantly - *affordable* membership fees, means that sport is far more accessible to the disabled people living in the Borough and that – with encouragement – they can and will take advantage of the opportunity to learn new skills and improve their physical and emotional well-being.

2.3. However we don’t think this is enough: we see further opportunities for developing beneficial partnerships with local health providers and others, to encourage more disabled people to get involved with sport in whatever way works best for them– for fun, to get fitter, to challenge themselves, to make friends and meet like-minded people, to compete locally or nationally, or even to become a Paralympian. SportsAble is also fully committed to finding more ways to deliver enhanced support for *emotional well-being* alongside physical well-being. This is something we intend to focus on in 2020.

2.4. We note that the original intention expressed in the SLA was that the charity would report on a 6-monthly basis, although in practice it proved mutually acceptable to report on an

annual basis only. As 2020 is the final year of the current Agreement we would like to propose making an interim report on performance in 2020 at the beginning of July 2020 as a precursor to bidding for a further grant from 2021.

2.5. There can be no doubt that the charity has benefited greatly from the annual grant and the charity is very grateful to RBWM. We feel we have fulfilled the terms of the SLA and delivered extremely good value to RBWM in respect of the key outcomes as outlined in the Borough's Joint Health & Wellbeing Strategy:

- Enable more children and adults to be at a healthy weight;
- Get more people to be more active more often;
- Support adults and children with mental health needs;
- Individuals from priority high risk groups are achieving outcomes.

### 3. PERFORMANCE REPORT

There was strong performance across all areas in 2019 with an increase in participation in a number of sports. SportsAble Members achieved considerable success in 2019, both individually and collectively. Highlights have included silverware in National competitions for SportsAble Members in Boccia, Air Rifle and Archery for Penny Froude, Nigel Dewing and Tamas Gaspar respectively. If you would like to see more details please go to the SportsAble News pages: <https://www.sportsable.co.uk/news/team-sportsable-win-medal-haul/>

At the 'grassroots' level SportsAble Members have also enjoyed team success in New Age Kurling and Wheelchair Dance competitions. We are very proud to provide opportunities for our Members to start participating in sport primarily for fun and friendship - and then find they can take it to the next stage and not just enter national competitions but win. The 'SportsAble Twirlers' danced their way to victory in the ParaDance Sport UK National Championships in June 2019 and every single member of the dance squad came home with at least one medal:

<https://www.sportsable.co.uk/news/sportsable-twirlers-dance-to-victory/>

### **3.1. Disabled Sports**

In 2019 a total of 17 sports were offered to Members compared with 14 in 2018. The new sports were Bowls, Netball, Tai Chi and Walk & Talk, with Bowls proving to be popular. As in previous years the most popular and well attended sports are: Air Weapons, Archery, Boccia, Swimming and Wheelchair Basketball. Participation in Boccia has increased by 106% and there has also been an uptake in participation in Air Weapons, Wheelchair Dance, Pool and Target Hexathlon. Session numbers and throughput are the chosen measures of participation to demonstrate both the quantity and diversity of sessions on offer to Members. Session numbers is the number of individual sessions, whilst throughput is the number of Members that have passed 'through our doors' to engage in an activity.

**Please see Charts 1 and 2 on pages 8 and 9 of this report for a detailed breakdown of Sports and Sessions**

### **3.2. Offsite Programme**

SportsAble has a long history of offering numerous opportunities for members and non-members to take part in disability sport beyond the SportsAble clubhouse. 2019 was no different, and Members were able to participate in activities such as Canoeing/Kayaking, Golf, Swimming and Wheelchair Basketball at off-site locations. SportsAble Members have also competed in many sports and activities at off-site locations e.g. teams of Members are able to attend league fixtures in activities such as Table Tennis, Pool and Archery at "Away" venues. This enables the charity to widen our geographical remit, make a greater impact on the community, and showcase the growing disability sport movement. It also enables us to access superior facilities, which is beneficial for our competitive athletes although it comes with additional cost.

Outreach is another aspect of SportsAble's offsite activity. With Outreach sessions the primary purpose is often to deliver in a familiar environment for the user, and to reduce the necessity for them to travel, which can be difficult for groups with disabilities. The variety delivered as part of the Outreach Programme is detailed in Section 3.3.

### **3.3. Outreach**

The Outreach Programme provided sport opportunities for 16 groups covering a wide range including Berkshire Vision, Berkshire School Games, Highfield Prep School, Alzheimers Dementia Support (ADS), Furze Platt Beavers, Sea Scouts, and the Autism Group amongst others. For groups like Younger People with Dementia which is a Wokingham-based charity supporting adults with early onset dementia (i.e. under the age of 65) SportsAble can provide access to the sort of activities suitable for a younger demographic which are not provided anywhere else. For some groups, such as Headway South Bucks (a head-injury charity from Bourne End for adults with a variety of chronic health issues as a result of head injury or trauma), SportsAble can provide suitable activities and also collects participants in the charity minibus.

We note that there is a reduction in individual throughput and session number largely because an outreach programme was not provided for Claire's Court School or Manor Green School in 2019.

**Please see Charts 3 and 4 on pages 10 and 11 of this report for a detailed breakdown of Outreach Participants & Sessions**

### **3.4. Braywick Park User Group**

SportsAble is an active member of the Braywick Sports Association (BSA). Kerl Haslam, SportsAble's CEO is currently the Chair of the BSA which meets bi-monthly and includes representatives from RBWM as well as representatives of the sports clubs (e.g. Maidenhead Athletic Club, Maidenhead Archers, Maidenhead Rugby Club, Mini-Golf, Park Run) located in the park, and other user groups (e.g. Braywick Park School, Forest Bridge School).

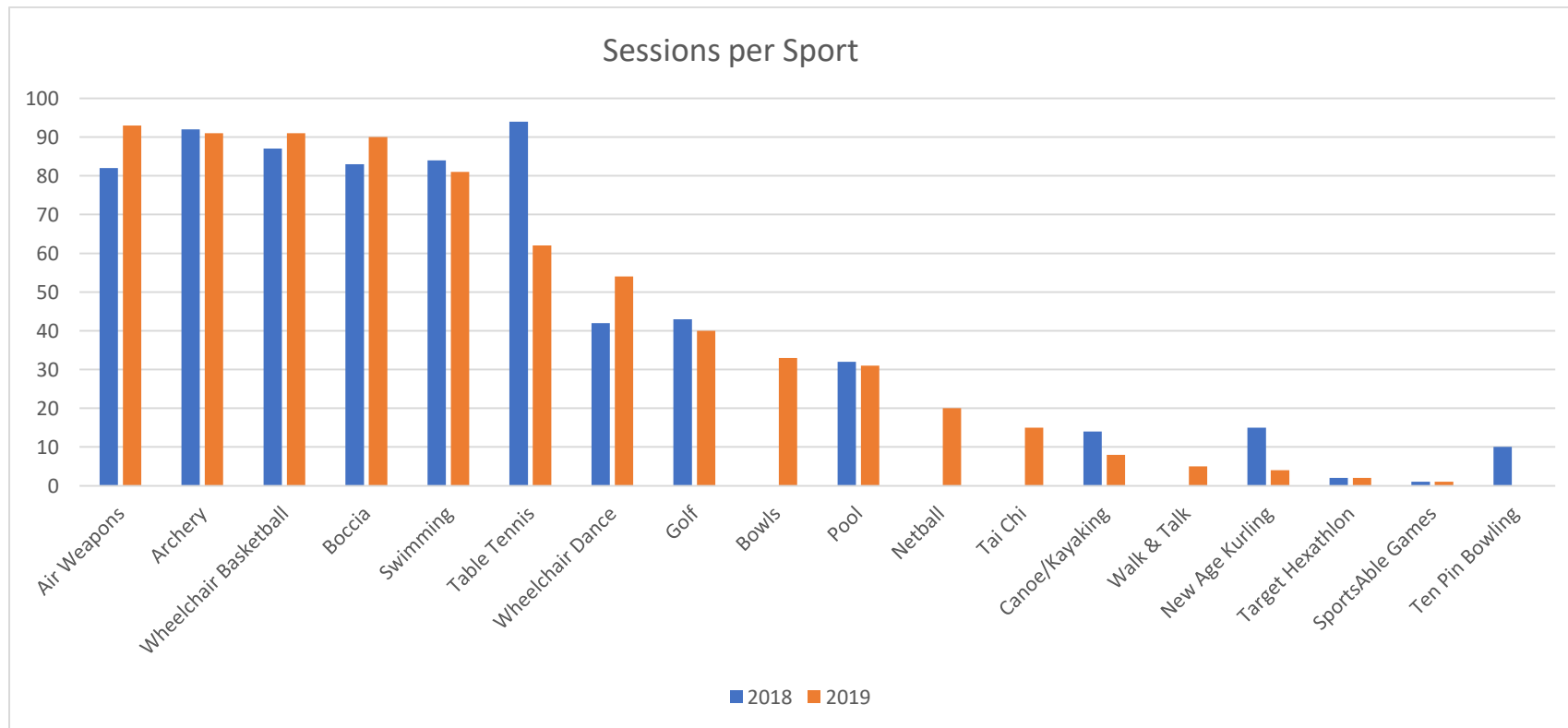
### **3.5. Mental Wellbeing**

At SportsAble we understand only too well that people with physical health problems, especially long-term conditions or traumatic and life-changing injuries, are at increased risk of suffering poor mental health - particularly depression and anxiety. According to World Health Organisation (WHO) data around 30% of people with any long-term physical health condition will also have a mental health problem. Poor mental health, in turn, exacerbates some long-term conditions, such as chronic pain.

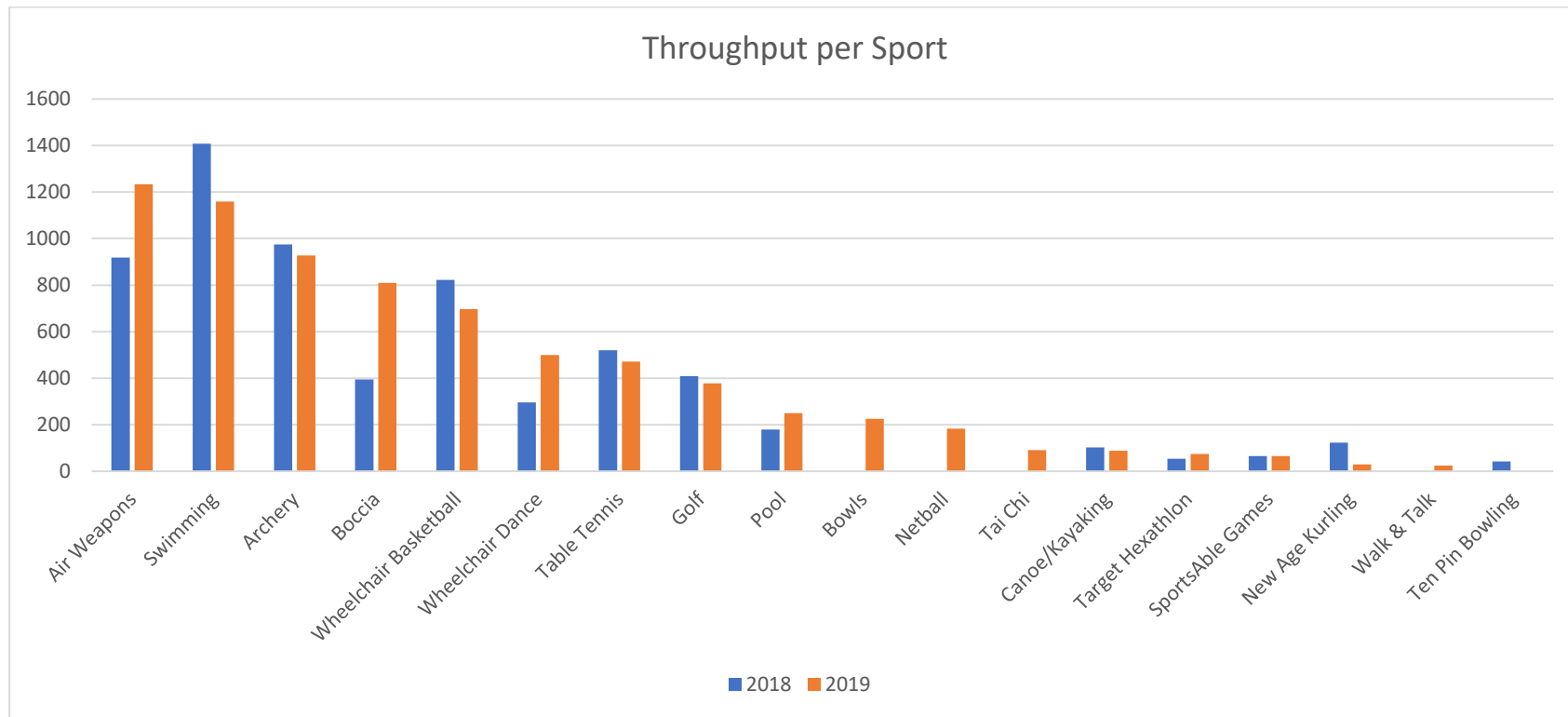
It is a given that SportsAble provides sport and social activities to those with physical and/or sensorial disabilities, as well as their families and their friends. We firmly believe that our core offering – the opportunity to participate in sport in an inclusive, supportive and fun environment – makes a strong contribution to improving and maintaining the mental and emotional wellbeing of our Members, and all the people who participate in Outreach Programmes. That said, the impact of participation in sport as a Member of SportsAble on an individual's mental wellbeing has not been tested or measured in any formal way e.g. through the use of self-assessment questionnaires or interviews. Much as we would like to do this we do not have the necessary resources.

At SportsAble we are very conscious that to make a more active contribution to supporting improvements in the mental wellbeing of our Members requires specialist skills and knowledge e.g. to accurately recognise risk factors and indicators. We aspire to doing more in this area and intend to seek partnership opportunities to help us develop our ideas for a sport-based mental wellbeing project in 2020.

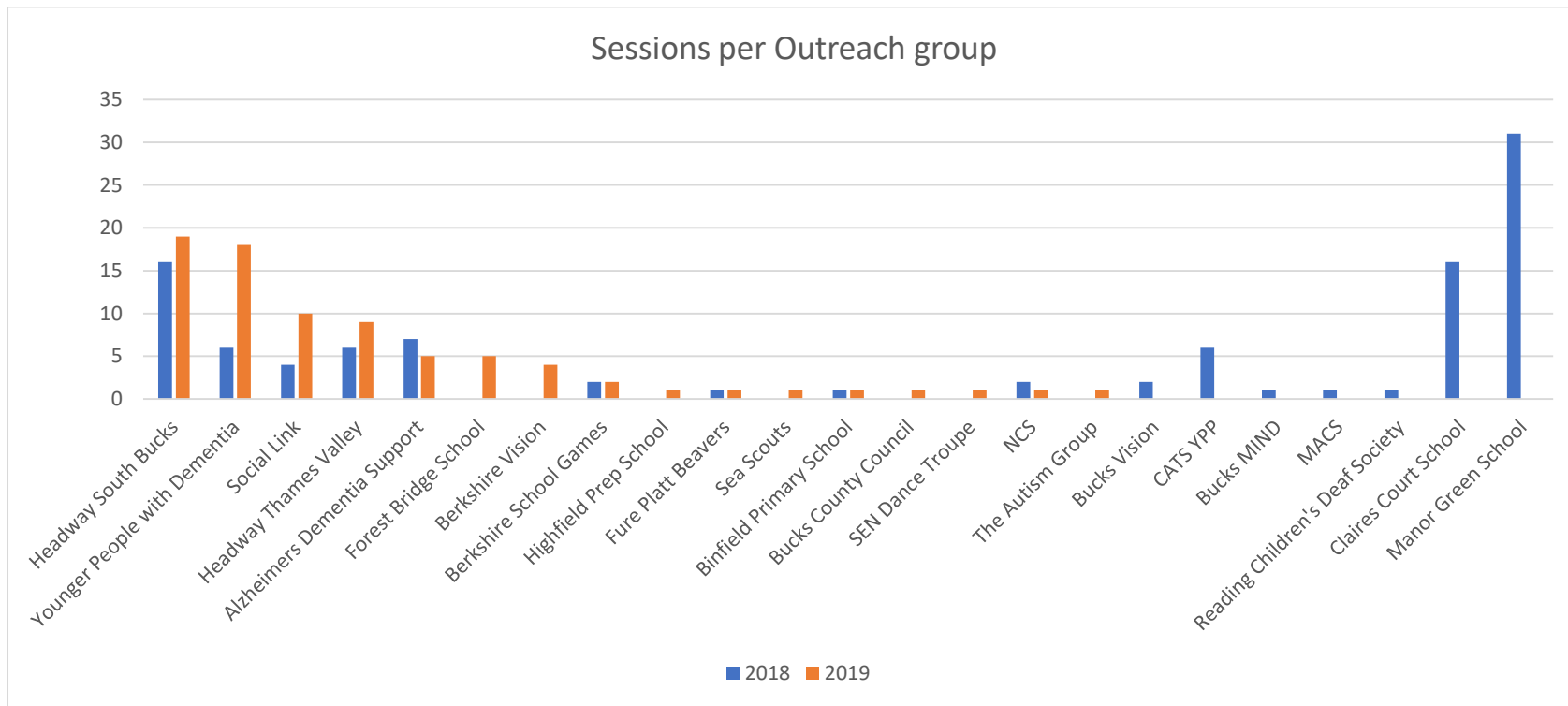
**Chart 1: Sports & Sessions**



**Chart 2: Throughput per Sport**

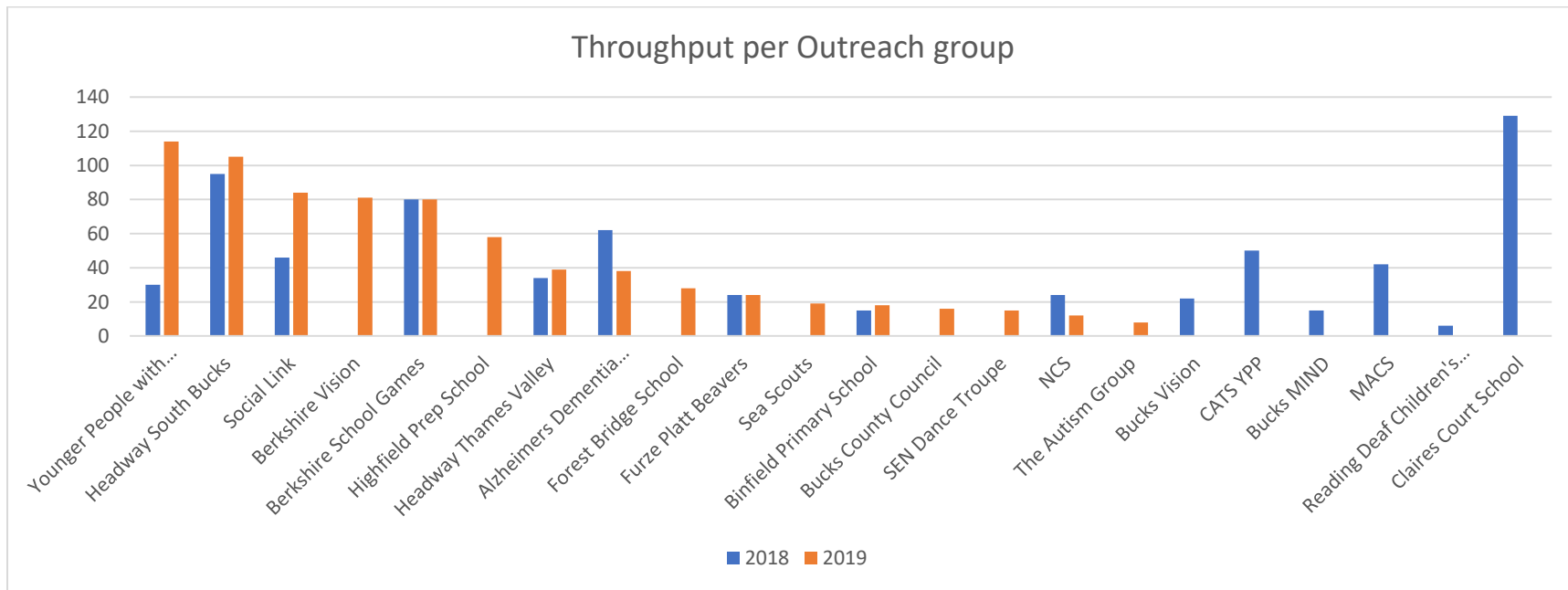


**Chart 3: Outreach Participants & Sessions**





**Chart 4: Throughput per Outreach Group**



## Appendix A

### The Specification

#### Outcomes

SportsAble are asked to pay attention to the following outcomes from the Royal Borough of Windsor and Maidenhead Joint Health and Wellbeing Strategy:

- **Enable more children and adults to be at a healthy weight**
- **Get more people to be more active more often**
- **Support adults and children with mental health needs**
- **Individuals from priority high risk groups are achieving outcomes**

and consider how the existing work can contribute to delivering those outcomes.

The Specification of the Service includes, but is not limited to:

- Providing a broad range of disabled sporting activities for residents of all ages and abilities including of the following:
  - Air weaponry
  - Archery
  - Boccia
  - Darts
  - New age kurling
  - Swimming
  - Sit up and stretch
  - Table tennis
  - Wheelchair basketball
  - Wheelchair dance
- To operate an off-site programme to be approved annually, which may include the following ***deaf football, golf, rowing, swimming.***
- To operate a comprehensive outreach disabled sports programme based around the provision of rehabilitation programmes, after school clubs and support groups for a broad range of disabilities.

- To liaise with other users of the Braywick Park on the shared use of the park for the benefit of all users.
- To contribute towards raising mental wellness of users.
- To support health promotion across RBWM which may include the following: supporting World Mental Health Day, Suicide Prevention Day, Mental Health Awareness and other health benefit related initiatives that RBWM promotes as part of its Joint Health and Wellbeing Strategy and seeks support for from the Organisation.
- SportsAble will provide sport and social activities to those with a physical & sensorial disability, their families and their friends. For the avoidance of any doubt, all Members must have the mental capacity to be responsible for their own actions. Any form of mental disability that falls outside of this definition would be catered for by an outreach programme.

## Appendix B

### ‘SPORT PRESCRIPTION’

1. A number of years ago the NHS pioneered the idea of ‘Information Prescriptions’ or IP’s as a way to improve patient care. IP’s were intended to meet health information needs by providing personalised, high quality patient information about specific conditions and treatment. Too many recently diagnosed patients turned to Google first rather than evidence-based reliable information sources. Over time it became clear that IP’s could also facilitate sustainable behavioural change especially in long term conditions such as diabetes.
2. SportsAble would like to adapt this model and launch what we call ‘Sport Prescriptions’. A ‘Sport Prescription’ would cover free weekly sport taster sessions and heavily discounted membership of SportsAble for 6 months. This idea builds on the free sport taster sessions initiative that SportsAble launched in 2019. We would like to run a pilot scheme in 2020 and then, depending on the outcomes from the pilot, roll the scheme out more widely.
3. We have taken advice from Dr Peter Florida-James who is a specialist in Sports Medicine & musculoskeletal problems as well as a SportsAble Member, and for the pilot scheme SportsAble proposes to work directly with 10 local GP surgeries to offer each surgery 5 ‘Sport Prescriptions’ which they can give to patients they identify as being likely to benefit both physically and emotionally. SportsAble can accommodate up to 50 additional attendees at sport taster sessions within current resources. We will work with the GP’s to develop the details of the scheme and appropriate patient selection criteria. It will be important that potential candidates are willing to participate in a pilot study and will provide honest feedback.
4. The charity is convinced that the combination of sport taster sessions plus discounted SportsAble club membership could be transformative. Firstly, we know that disabled people are likely to take advice from their GP or practice nurse so by joining up with GP’s we will be able to address some of the barriers that can prevent disabled people from

taking up sport such as not knowing where to get the help they need, inhibitions about going into new environments and meeting new people, cost and accessibility. Secondly, we know that the opportunity to try different sports in a relaxed and comfortable, yet very supportive and above all sociable, environment maximises the chances of someone being able to making sustainable changes in their behaviour and in their attitude to their disability, and thereby improve their overall health.

5. Initially SportsAble would like RBWM's support, endorsement and help in 'sign-posting' of the scheme – not funding in the first instance, you will be pleased to hear. Longer term, if the pilot scheme works as we expect, then we would be seeking a grant to help us roll this out more widely.