



# The Crediton Heart Project

(A Charitable Incorporated Organisation Foundation Model)

## Constitution

### **Date of constitution**

25<sup>th</sup> March 2020

### **1. Name**

The Crediton Heart Project

### **2. Address of Principal Office**

The Old Vicarage, Crediton, EX17 5JQ

### **3. Objects**

To further or benefit the residents of Crediton and its surrounding villages without distinction of age, sex, sexual orientation, race or of political, religious or other opinions by associating together the said residents and the local authorities, voluntary and other organisations in a common effort to advance education and to provide facilities in the interest of social welfare for recreation and leisure time occupation with the objective of improving the conditions of life for the residents. In furtherance of these objects, but not otherwise, the trustees shall have the power to establish, or secure the establishment, of a community centre and to maintain or manage or cooperate with any statutory authority in the maintenance and management of such a centre for activities promoted by the charity in furtherance of the above objects.

### **4. Powers**

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 to:

(1) borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed. The CHARITY must comply as appropriate with sections 124 and 125 of the Charities Act 2011, if it wishes to mortgage land;

(2) buy, take on lease or in exchange borrow, hire or otherwise acquire any property and to maintain and equip it for use;

(3) sell, lease or otherwise dispose of all or any part of the property belonging to the CHARITY. In exercising this power, the CHARITY must comply as appropriate with sections 117 and 119-123 of the Charities Act 2011;

(4) employ and remunerate such staff as are necessary for carrying out the work of the CHARITY. The CHARITY may employ or remunerate a Trustee only to the extent that it is permitted to do so by clause 6 (Benefits and payments to Trustees and connected persons) and provided it complies with the conditions of that clause;

(5) deposit or invest funds, employ a professional fund-manager, and arrange for the investments or other property of the 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. Application of income and property**

(1) The income and property of the CHARITY must be applied solely towards the promotion of the objects.

(a) A Trustee 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.

(b) A Trustee 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.

(2) 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.

(3) Nothing in this clause shall prevent a Trustee or connected person receiving any benefit or payment which is authorised by Clause 6.

## **6. Benefits and payments to Trustees and connected persons**

(1) General provisions

No Trustee or connected person may:

(a) buy or receive any goods or services from the CHARITY on terms preferential to those applicable to members of the public;

(b) sell goods, services, or any interest in land to the CHARITY unless the transaction is approved by a majority of Trustees ;

(c) be employed by, or receive any remuneration from, the CHARITY;

(d) receive any other financial benefit from the CHARITY unless the payment or benefit is permitted by sub-clause (2) of this clause or authorised by the court or the prior written consent of the CHARITY Commission ("the Commission") has been obtained. In this

(2) Scope and powers permitting Trustees' or connected persons' benefits

(a) A Trustee or connected person may receive a benefit from the

CHARITY as a beneficiary of the CHARITY provided that a majority of the Trustees do not benefit in this way.

(b) A Trustee 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 to 188 of the Charities Act 2011.

(c) Subject to sub-clause (3) of this clause a Trustee or connected person may provide the CHARITY with goods that are not supplied in connection with services provided to the CHARITY by the Trustee or connected person.

(d) A Trustee 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).

(e) A Trustee or connected person may receive rent for premises let by the Trustee or connected person to the CHARITY. The amount of the rent and the other terms of the lease must be reasonable and proper. The Trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.

(f) A Trustee 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.

**(3) Payment for supply of goods only – controls**

The CHARITY and its Trustees may only rely upon the authority provided by sub-clause (2)(c) of this clause if each of the following conditions is satisfied:

(a) The amount or maximum amount of the payment for the goods is set out in a written agreement between the CHARITY and the Trustee or connected person supplying the goods (“the supplier”).

(b) 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.

**(3) Payment for supply of goods only – controls**

The CHARITY and its Trustees may only rely upon the authority provided by sub-clause (2)(c) of this clause if each of the following conditions is satisfied:

(a) The amount or maximum amount of the payment for the goods is set out in a written agreement between the CHARITY and the Trustee or connected person supplying the goods (“the supplier”).

(b) 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 Conflicts of interest and conflicts of loyalty**

A Trustee must:

(1) 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; and

2) absent himself or herself from any discussions of the Trustees in which it is possible that a conflict of interest 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 financial interest).

Any Trustee absenting himself or herself from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the Trustees on the matter.

## **8. Liability of members to contribute to the assets of the CHARITY if it is wound up**

If the CHARITY is wound up, the members of the CHARITY have no liability to contribute to its assets and no personal responsibility for settling its debts and liabilities.

## **9. Trustees**

### **(1) Functions and duties of Trustees**

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

(a) to exercise his or her powers and to perform his or her functions in his or her capacity as a Trustee in the way he or she decides in good faith would be most likely to further the purposes of the CHARITY; and

(b) to exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to:

(i) any special knowledge or experience that he or she has or holds himself or herself out as having; and,

(ii) if he or she acts as a Trustee of the CHARITY in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.

### **(2) Eligibility for Trusteeship**

- (a) Every Trustee must be a natural person.
- (b) No individual may be appointed as a Trustee of the CHARITY:
  - if he or she is under the age of 16 years; or
  - if he or she would automatically cease to hold office under the provisions of clause [12(1)(e)].

(c) No one is entitled to act as a Trustee whether on appointment or on any re-appointment until he or she has expressly acknowledged, in whatever way the Trustees decide, his or her acceptance of the office of Trustee.

(d) At least one of the Trustees of the CHARITY must be 18 years of age or over. If there is no Trustee aged at least 18 years, the remaining Trustees may only act to call a meeting of the Trustees, or appoint a new Trustee.]

**(3) Number of Trustees**

- (a) There must be at least four Trustees. If the number falls below this minimum, the remaining Trustee or Trustees may act only to call a meeting of the Trustees, or appoint a new Trustee.
- (b) There is no maximum number of Trustees that may be appointed to the CHARITY.

## **10. Appointment of Trustees**

(1) Apart from the first Trustees, every Trustee must be appointed annually by a resolution passed at a properly convened meeting of the Trustees.

(2) In selecting individuals for appointment as Trustees, the Trustees must have regard to the skills, knowledge and experience needed for the effective administration of the CHARITY.

## **11. Information for new Trustees**

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

- (a) a copy of the current version of this constitution; and
- (b) a copy of the CHARITY's latest Trustees' Annual Report and statement of accounts.

## **12. Retirement and removal of Trustees**

A Trustee ceases to hold office if he or she:

- (a) retires by notifying the CHARITY in writing (but only if enough Trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings);

- (b) is absent without the permission of the Trustees from all their meetings held within a period of six months and the Trustees resolve that his or her office be vacated;
- (c) dies;
- (d) 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;
- (e) is disqualified from acting as a Trustee by virtue of sections 178-180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).

(2) Any person retiring as a Trustee is eligible for reappointment.

### **13. Taking of decisions by Trustees**

Any decision may be taken either:

- (1) at a meeting of the Trustees; or
- (2) by resolution in writing [or electronic form] agreed by a majority of all of the Trustees, which may comprise either a single document or several documents containing the text of the resolution in like form to which the majority of all of the Trustees has signified their agreement. Such a resolution shall be effective provided that:

- a copy of the proposed resolution has been sent, at or as near as reasonably practicable to the same time, to all of the Trustees; and
- the majority of all of the Trustees has signified agreement to the resolution in a document or documents which has or have been authenticated by their signature, by a statement of their identity accompanying the document or documents, or in such other manner as the Trustees have previously resolved, and delivered to the CHARITY at its principal office or such other place as the Trustees may resolve [within 28 days of the circulation date].

### **14. Delegation by Trustees**

(1) The Trustees may delegate any of their powers or functions to a committee or committees, and, if they do, they shall determine the terms and conditions on which the delegation is made. The Trustees may at any time alter those terms and conditions, or revoke the delegation.

(2) This power is in addition to the power of delegation in the General Regulations and any other power of delegation available to the Trustees, but is subject to the following requirements:

- (a) a committee may consist of two or more persons, but at least one member of each committee must be a Trustee;
- (b) the acts and proceedings of any committee must be brought to the attention of the Trustees as a whole as soon as is reasonably practicable;

and

(c) the Trustees shall from time to time review the arrangements which they have made for the delegation of their powers.

## **15. Meetings of Trustees**

### **(1) Calling meetings**

(a) Any Trustee may call a meeting of the Trustees.

(b) Subject to that, the Trustees shall decide how their meetings are to be called, and what notice is required.

### **(2) Chairing of meetings**

The Trustees may appoint one of their number to chair their meetings and may at any time revoke such appointment. If no-one has been so appointed, or if the person appointed is unwilling to preside or is not present within 10 minutes after the time of the meeting, the Trustees present may appoint one of their number to chair that meeting.

### **(3) Procedure at meetings**

(a) No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken. The quorum is two Trustees, or the number nearest to one third of the total number of Trustees, whichever is greater, or such larger number as the Trustees may decide from time to time. A Trustee shall not be counted in the quorum present when any decision is made about a matter upon which he or she is not entitled to vote.

(b) Questions arising at a meeting shall be decided by a majority of those eligible to vote.

(c) In the case of an equality of votes, the person who chairs the meeting shall have a second or casting vote.

### **(4) Participation in meetings by electronic means**

(a) A meeting may be held by suitable electronic means agreed by the Trustees in which each participant may communicate with all the other participants.

(b) Any Trustee participating at a meeting by suitable electronic means agreed by the Trustees in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting.

(c) Meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes

## **16. Membership of the CHARITY**

- (1) The members of the CHARITY shall be its Trustees for the time being. The only persons eligible to be members of the CHARITY are its Trustees. Membership of the CHARITY cannot be transferred to anyone else.
- (2) Any member and Trustee who ceases to be a Trustee automatically ceases to be a member of the CHARITY.

## **17. Informal or associate (non-voting) membership**

- (1) The Trustees may create associate or other classes of non-voting membership, and may determine the rights and obligations of any such members (including payment of membership fees), and the conditions for admission to, and termination of membership of any such class of members.
- (2) Other references in this constitution to “members” and “membership” do not apply to non-voting members, and non-voting members do not qualify as members for any purpose under the Charities Acts, General Regulations or Dissolution Regulations.

## **18. Decisions which must be made by the members of the CHARITY**

- (1) Any decision to:
  - (a) amend the constitution of the CHARITY;
  - (b) amalgamate the CHARITY with, or transfer its undertaking to, one or more other CHARITYs, in accordance with the Charities Act 2011; or
  - (c) wind up or dissolve the CHARITY (including transferring its business to any other charity)

must be made by a resolution of the members of the CHARITY (rather than a resolution of the Trustees).

- (2) Decisions of the members may be made either:
  - (a) by resolution at a general meeting; or
  - (b) by resolution in writing, in accordance with sub-clause (4) of this clause.
- (3) Any decision specified in sub-clause (1) of this clause must be made in accordance with the provisions of clause [28] (amendment of constitution), clause [29] (Voluntary winding up or dissolution), or the provisions of the Charities Act 2011, the General Regulations or the Dissolution Regulations as applicable. Those provisions require the resolution to be agreed by a 75% majority of those members voting at a general meeting, or agreed by all members in writing.
- (4) Except where a resolution in writing must be agreed by all the members, such a resolution may be agreed by a simple majority of all the members who are entitled to vote on it. Such a resolution shall be effective provided that:

(a) a copy of the proposed resolution has been sent to all the members eligible to vote; and

(b) the required majority of members has signified its agreement to the resolution in a document or documents which are received at the principal office within the period of 28 days beginning with the circulation date. The document signifying a member's agreement must be authenticated by their signature, by a statement of their identity accompanying the document, or in such other manner as the CHARITY has specified.

The resolution in writing may comprise several copies to which one or more members has signified their agreement. Eligibility to vote on the resolution is limited to members who are members of the CHARITY on the date when the proposal is first circulated.

## **19. General meetings of members**

### **(1) Calling of general meetings of members**

The Trustees may designate any of their meetings as a general meeting of the members of the CHARITY. The purpose of such a meeting is to discharge any business which must by law be discharged by a resolution of the members of the CHARITY as specified in clause [18] (Decisions which must be made by the members of the CHARITY

### **(2) Notice of general meetings of members**

(a) The minimum period of notice required to hold a general meeting of the members of the CHARITY is [14] days.

(b) Except where a specified period of notice is strictly required by another clause in this constitution, by the Charities Act 2011 or by the General Regulations, a general meeting may be called by shorter notice if it is so agreed by a majority of the members of the CHARITY.

(c) Proof that an envelope containing a notice was properly addressed, prepaid and posted; or that an electronic form of notice was properly addressed and sent, shall be conclusive evidence that the notice was given. Notice shall be deemed to be given 48 hours after it was posted or sent.

### **(3) Procedure at general meetings of members**

The provisions in clause 15 (2)-(4) governing the chairing of meetings, procedure at meetings and participation in meetings by electronic means apply to any general meeting of the members, with all references to Trustees to be taken as references to members

### **(4) Proxy voting**

(a) Any member of the CHARITY may appoint another person as a proxy to exercise all or any of that member's rights to attend, speak and vote at a general meeting of the CHARITY. Proxies must be appointed by a notice in writing (a "proxy notice") which:

- (i) states the name and address of the member appointing the proxy;
- (ii) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
- (iii) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the CHARITY may determine; and
- (iv) is delivered to the CHARITY in accordance with the constitution and any instructions contained in the notice of the general meeting to which they relate.

(b) The CHARITY may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

(c) Proxy notices may (but do not have to) specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

(d) Unless a proxy notice indicates otherwise, it must be treated as:

- (i) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
- (ii) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

(e) A member who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the CHARITY by or on behalf of that member.

(f) 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 member by whom or on whose behalf the proxy notice was given.

(g) 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.

(h) If a proxy notice is not signed or authenticated by the member appointing the proxy, it must be accompanied by written evidence that the person who signed or authenticated it on that member's behalf had authority to do so.

(5) **Postal Voting**

(a) The CHARITY may, if the Trustees so decide, allow the members to vote by post or electronic mail (“email”) to elect Trustees or to make a decision on any matter that is being decided at a general meeting of the members.

(b) The Trustees must appoint at least two persons independent of the CHARITY to serve as scrutineers to supervise the conduct of the postal/email ballot and the counting of votes.

(c) If postal and/or email voting is to be allowed on a matter, the CHARITY must send to members of the CHARITY not less than [14] days before the deadline for receipt of votes cast in this way:

(i) a notice by email, if the member has agreed to receive notices in this way under clause [21] (Use of electronic communication, including an explanation of the purpose of the vote and the voting procedure to be followed by the member, and a voting form capable of being returned by email or post to the CHARITY, containing details of the resolution being put to a vote, or of the candidates for election, as applicable;

(ii) a notice by post to all other members, including a written explanation of the purpose of the postal vote and the voting procedure to be followed by the member; and a postal voting form containing details of the resolution being put to a vote, or of the candidates for election, as applicable

(d) The voting procedure must require all forms returned by post to be in an envelope with the member’s name and signature, and nothing else, on the outside, inside another envelope addressed to ‘The Scrutineers for [name of CHARITY]’, at the CHARITY’s principal office or such other postal address as is specified in the voting procedure.

(e) The voting procedure for votes cast by email must require the member’s name to be at the top of the email, and the email must be authenticated in the manner specified in the voting procedure.

(f) Email votes must be returned to an email address used only for this purpose and must be accessed only by a scrutineer.

(g) The voting procedure must specify the closing date and time for receipt of votes, and must state that any votes received after the closing date or not complying with the voting procedure will be invalid and not be counted.

(h) The scrutineers must make a list of names of members casting valid votes, and a separate list of members casting votes which were invalid. These lists must be provided to a Trustee or other person overseeing admission to, and voting at, the general meeting. A member who has cast a valid postal or email vote must not vote at the meeting, and must not be counted in the quorum for any part of the meeting on which he, she or it has already cast a valid vote. A member who has cast an invalid vote by post or email is allowed to vote at the meeting and counts

towards the quorum.

(i) For postal votes, the scrutineers must retain the internal envelopes (with the member's name and signature).

(j) For email votes, the scrutineers must cut off and retain any part of the email that includes the member's name. In each case, a scrutineer must record on this evidence of the member's name that the vote has been counted, or if the vote has been declared invalid, the reason for such declaration.

(j) Votes cast by post or email must be counted by all the scrutineers before the meeting at which the vote is to be taken. The scrutineers must provide to the person chairing the meeting written confirmation of the number of valid votes received by post and email and the number of votes received which were invalid.

(k) The scrutineers must not disclose the result of the postal/email ballot until after votes taken by hand or by poll at the meeting, or by poll after the meeting, have been counted. Only at this point shall the scrutineers declare the result of the valid votes received, and these votes shall be included in the declaration of the result of the vote.

(l) Following the final declaration of the result of the vote, the scrutineers must provide to a Trustee or other authorised person bundles containing the evidence of members submitting valid postal votes; evidence of members submitting valid email votes; evidence of invalid votes; the valid votes; and the invalid votes.

(m) Any dispute about the conduct of a postal or email ballot must be referred initially to a panel set up by the Trustees, to consist of two Trustees and two persons independent of the CHARITY. If the dispute cannot be satisfactorily resolved by the panel, it must be referred to the Electoral Reform Services.

## **20. Saving provisions**

(1) Subject to sub-clause (2) of this clause, all decisions of the Trustees, or of a committee of Trustees, shall be valid notwithstanding the participation in any vote of a Trustee:

- who was disqualified from holding office;
- who had previously retired or who had been obliged by the constitution to vacate office;
- who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise;

if, without the vote of that Trustee and that Trustee being counted in the quorum, the decision has been made by a majority of the Trustees at a quorate meeting.

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

## **21 Execution of documents**

- (1) The CHARITY shall execute documents either by signature or by affixing its seal (if it has one)
- (2) A document is validly executed by signature if it is signed by at least two of the Trustees.
- (3) If the CHARITY has a seal:
- (a) it must comply with the provisions of the General Regulations; and
  - (b) the seal must only be used by the authority of the Trustees or of a committee of Trustees duly authorised by the Trustees. The Trustees may determine who shall sign any document to which the seal is affixed and unless otherwise so determined it shall be signed by two Trustees.

## **22. Use of electronic communications**

- (1) General

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

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

- (2) To the CHARITY

Any member or Trustee of the CHARITY may communicate electronically with the CHARITY to an address specified by the CHARITY for the purpose, so long as the communication is authenticated in a manner which is satisfactory to the CHARITY.

- (3) By the CHARITY

- (a) Any member or Trustee of the CHARITY, by providing the CHARITY with his or her email address or similar, is taken to have agreed to receive communications from the CHARITY in electronic form at that address, unless the member has indicated to the CHARITY his or her unwillingness to receive such communications in that form.
- (b) The Trustees may, subject to compliance with any legal requirements, by means of publication on its website:

(i) provide the members with the notice referred to in clause 19(2) (Notice of general meetings);

(ii) give Trustees notice of their meetings in accordance with clause 15(1) (Calling meetings); and

(iii) submit any proposal to the Trustees for decision by written resolution or postal vote in accordance with the CHARITY's powers under clause 18 (Members' decisions), 18(4) (Decisions taken by resolution in writing), or the provisions for postal voting

(c) The Trustees must –

(i) take reasonable steps to ensure that members and Trustees are promptly notified of the publication of any such notice or proposal; and

(ii) send any such notice or proposal in hard copy form to any member or Trustee who has not consented to receive communications in electronic form.

### **23. Keeping of Registers**

The CHARITY must comply with its obligations under the General Regulations in relation to the keeping of, and provision of access to, a (combined) register of its members and Trustees.

### **24. Minutes**

The Trustees must keep minutes of all:

- (1) appointments of officers made by the Trustees;
- (2) proceedings at general meetings of the CHARITY;
- (3) meetings of the Trustees and committees of Trustees including:
  - the names of the Trustees present at the meeting;
  - the decisions made at the meetings; and
  - where appropriate the reasons for the decisions;

(4) decisions made by the Trustees otherwise than in meetings.

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

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

## **26. Rules**

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

## **27. Disputes**

If a dispute arises between members of the CHARITY about the validity or propriety of anything done by the members under this constitution, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

## **28. Amendment of constitution**

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

(1) This constitution can only be amended:

(a) by resolution agreed in writing by all members of the CHARITY; or

(b) by a resolution passed by a 75% majority of those voting at a general meeting of the members of the CHARITY called in accordance with clause 19 (General meetings of members).

(2) Any alteration of clause 3 (Objects), clause [29] (Voluntary winding up or dissolution), this clause, or of any provision where the alteration would provide authorisation for any benefit to be obtained by Trustees or members of the CHARITY or persons connected with them, requires the prior written consent of the CHARITY Commission.

(3) No amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid.

(4) A copy of every resolution amending the constitution, together with a copy of the CHARITY's constitution as amended must be sent to the Commission by the end of the period of 15 days beginning with the date of passing of the resolution, and the amendment does not take effect until it has been recorded in the Register of Charities.

## **29. Voluntary winding up or dissolution**

(1) As provided by the Dissolution Regulations, the CHARITY may be dissolved by resolution of its members. Any decision by the members to wind up or dissolve the CHARITY can only be made:

(a) at a general meeting of the members of the CHARITY called in accordance with clause 19 (General meetings of members), of which not less than 14 days' notice has been given to those eligible to attend and vote: by a resolution passed by a 75% majority of those voting, or

(ii) by a resolution passed by decision taken without a vote and without any expression of dissent in response to the question put to the general meeting; or

(b) by a resolution agreed in writing by all members of the CHARITY.

(2) Subject to the payment of all the CHARITY's debts:

(a) Any resolution for the winding up of the CHARITY, or for the dissolution of the CHARITY without winding up, may contain a provision directing how any remaining assets of the CHARITY shall be applied.

(b) If the resolution does not contain such a provision, the Trustees must decide how any remaining assets of the CHARITY shall be applied.

(c) In either case the remaining assets must be applied for charitable purposes the same as or similar to those of the CHARITY

(3) The CHARITY must observe the requirements of the Dissolution Regulations in applying to the Commission for the CHARITY to be removed from the Register of Charities, and in particular:

(a) the Trustees must send with their application to the Commission:

(i) a copy of the resolution passed by the members of the CHARITY;

(ii) a declaration by the Trustees that any debts and other liabilities of the CHARITY have been settled or otherwise provided for in full; and

(iii) a statement by the Trustees setting out the way in which any property of the CHARITY has been or is to be applied prior to its dissolution in accordance with this constitution;

(b) the Trustees must ensure that a copy of the application is sent within seven days to every member and employee of the CHARITY, and to any Trustee of the CHARITY who was not privy to the application.

(4) If the CHARITY is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

### 30. **Interpretation**

In this constitution:

**"connected person"** means:

- (a) a child, parent, grandchild, grandparent, brother or sister of the Trustee;
- (b) the spouse or civil partner of the Trustee or of any person falling within sub-clause (a) above;
- (c) a person carrying on business in partnership with the Trustee or with any person falling within sub-clause (a) or (b) above;
- (d) an institution which is controlled –
  - (i) by the Trustee or any connected person falling within sub-clause (a), (b), or (c) above; or
  - (ii) by two or more persons falling within sub-clause (d)(i), when taken together
- (e) a body corporate in which –
  - (i) the Trustee or any connected person falling within sub-clauses (a) to (c) has a substantial interest; or
  - (ii) two or more persons falling within sub-clause (e)(i) who, when taken together, have a substantial interest.

Section 118 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this constitution.

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

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

The **“Communications Provisions”** means the Communications Provisions in [Part 9, Chapter 4] of the General Regulations.

**“Trustee”** means a Trustee of the CHARITY.

A **“poll”** means a counted vote or ballot, usually (but not necessarily) in writing.