

Dated 4 August 2022

# Constitution

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Spinal Muscular Atrophy UK CIO



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Date of constitution 4 August 2022

**1. Name**

The name of the Charitable Incorporated Organisation (“the CIO”) is Spinal Muscular Atrophy UK CIO.

**2. National location of principal office**

The CIO must have a principal office in England or Wales. The principal office of the CIO is in England.

**3. Objects**

- 3.1 The relief of people living with Spinal Muscular Atrophy and related medical conditions and to raise the public’s awareness of such conditions.
- 3.2 The relief of persons who are in need after experiencing a bereavement or loss due to Spinal Muscular Atrophy.
- 3.3 The promotion of research into the causes and treatment of Spinal Muscular Atrophy.

**4. Powers**

The CIO has power to do anything which is calculated to further its objects or is conducive or incidental to doing so. In particular, the CIO’s powers include power:

- 4.1 To establish or secure the establishment of a community centre and to maintain or manage or co-operate 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;
- 4.2 to raise funds. In doing so, the CIO must not undertake any substantial permanent trading activity outside the objectives of the Charity and must comply with any relevant statutory regulations;
- 4.3 to accept any gifts, subscriptions, donations, devises and bequests of money, property or other assets, whether subject to any special trust or not, for any one or more of the Objects;
- 4.4 to foster, design, prepare, organise and undertake research projects and programmes into any aspects of the objects of the CIO and its work and to publish, promote and disseminate the results of any such research;
- 4.5 to advise in relation to, prepare, organise and conduct educational and training presentations, lectures, demonstrations, courses and programmes and to carry out all such other functions in the field of training and education as the charity trustees may reasonably deem appropriate;
- 4.6 buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip or alter it for use;
- 4.7 to sell, lease or otherwise dispose of all or any part of the property belonging to the CIO. In exercising this power, the CIO must comply as appropriate with sections 117 and 119-123 of

the Charities Act 2011 provided that the charity trustees may at any time let by the year or for any longer or shorter period all or any part or parts of the Endowment to any person or persons and upon any terms they may think proper;

- 4.8 to improve, manage, construct, repair, develop, exchange, grant licences, rights and privileges in respect of the property belonging to the CIO;
- 4.9 to borrow money and to charge the whole or any part of the property belonging to the CIO as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation. The CIO must comply as appropriate with sections 124 - 126 of the Charities Act 2011 if it wishes to mortgage land;
- 4.10 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts;
- 4.11 to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them and enter in arrangements with them;
- 4.12 to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects and for the charity trustees to constitute any trust which may be required in relation to the holding of property, investments or assets subject to any provisions or restrictions in relation thereto which the charity trustees of any such trust may in their discretion consider appropriate;
- 4.13 to make any charitable donation either in cash or assets for the furtherance of the Objects;
- 4.14 to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity;
- 4.15 to amalgamate with any companies, institutions, societies or associations which are charitable at law and have objects altogether or mainly similar to those of the CIO and prohibit the payment of any dividend or profit to and the distribution of any of their assets amongst their members at least to the extent as such payments or distributions are prohibited in the case of members of the CIO by these articles;
- 4.16 to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
- 4.17 to employ and remunerate such staff as are necessary for carrying out the work of the CIO;
- 4.18 to pay reasonable annual sums or premiums for or towards the provision of pensions for the staff for the time being of the CIO or their dependents;
- 4.19 to:
  - 4.19.1 deposit or invest funds;
  - 4.19.2 employ a professional fund-manager; and
  - 4.19.3 arrange for the investments or other property of the CIO to be held in the name of a nominee;

in the same manner and subject to the same conditions as the charity trustees of a trust are permitted to do by the Trustee Act 2000;

- 4.20 to effect insurance against risks of all kinds including indemnity insurance for the charity trustees or any other officer of the CIO in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011;
- 4.21 subject to the restrictions relating to Connected (as that term is defined in clause 6) persons, to enter into guarantees, contracts of indemnity and surety ships of all kinds in favour of third parties;
- 4.22 to establish, where necessary, local branches (whether autonomous or not);
- 4.23 to take such steps (by way of personal or written appeals, lotteries, public meetings or otherwise) as may be deemed expedient for the purpose of procuring contributions to the funds of the CIO, whether by way of subscription, grant, loans, donations or otherwise;
- 4.24 to pay out of the funds of the CIO the costs of forming and registering the CIO both as a company and as a CIO;
- 4.25 to appoint and constitute such advisory committees as the charity trustees may think fit;
- 4.26 to do all such other lawful things as are necessary for the achievement of the Objects.

## **5. Application of income and property**

- 5.1 The income and property of the CIO must be applied solely towards the promotion of the objects.
  - 5.1.1 A charity trustee is entitled to be reimbursed from the property of the CIO or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the CIO.
  - 5.1.2 A charity trustee may benefit from trustee indemnity insurance cover purchased at the CIO's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011
- 5.2 None of the income or property of the CIO may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the CIO.
- 5.3 Nothing in this clause shall prevent a charity trustee or connected person receiving any benefit or payment which is authorised by Clause 6.3.

## **6. Limitation on private benefits**

- 6.1 The income and property of the CIO shall be applied solely towards the promotion of its objects.

### **Permitted benefits to members**

- 6.2 No part of the income and property of the CIO may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the CIO. This shall not prevent any payment in good faith by the CIO of:
  - 6.2.1 any payments made to any member in his, her or its capacity as a beneficiary of the CIO,

- 6.2.2 reasonable and proper remuneration to any member for any goods or services supplied to the CIO (including services performed by the member under a contract of employment with the CIO), provided that if such member is a charity trustee clauses 6.3, 6.4 and 6.5 shall apply,
- 6.2.3 interest at a reasonable and proper rate on money lent by any member to the CIO,
- 6.2.4 any reasonable and proper rent for premises let by any member to the CIO, and
- 6.2.5 any payments to a member who is also a charity trustee which are permitted under clauses 6.3, 6.4 and 6.5.

#### **Permitted benefits to Charity Trustees and Connected Persons**

- 6.3 No charity trustee may;
  - 6.3.1 sell goods, services or any interest in land to the CIO,
  - 6.3.2 be employed by, or receive any remuneration from, the CIO, or
  - 6.3.3 receive any other financial benefit from the CIO, unless the payment is permitted by clauses 6.4 or 6.5 or authorised in writing by the Charity Commission.
- 6.4 A charity trustee may receive the following benefits from the CIO:
  - 6.4.1 a charity trustee or person Connected to a charity trustee may receive a benefit from the CIO in his, her or its capacity as a beneficiary of the CIO,
  - 6.4.2 a charity trustee or person Connected to a charity trustee may be reimbursed by the CIO for, or may pay out of the CIO's property, reasonable expenses properly incurred by him, her or it when acting on behalf of the CIO,
  - 6.4.3 a charity trustee or person Connected to a charity trustee may be paid reasonable and proper remuneration by the CIO for any goods or services supplied to the CIO on the instructions of the charity trustees (excluding, in the case of a charity trustee, the service of acting as a charity trustee and services performed under a contract of employment with the CIO) provided that this provision may not apply to more than half of the charity trustees in any financial year (and for these purposes this provision shall be treated as applying to a charity trustee if it applies to a person who is a person Connected to that charity trustee),
  - 6.4.4 a charity trustee or person Connected to a charity trustee may receive interest at a reasonable and proper rate on money lent to the CIO.
  - 6.4.5 a charity trustee or person Connected to a charity trustee may receive reasonable and proper rent for premises let to the CIO,
  - 6.4.6 the CIO may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with clauses 4.20 and 5.1.2, and
  - 6.4.7 provided that where benefits are conferred under clause 6.1, clause must be complied with by the relevant charity trustee in relation to any decisions regarding the benefit.

#### **Subsidiary Companies**

- 6.5 A charity trustee may receive the following benefits from any Subsidiary Company:
- 6.5.1 a charity trustee or a person Connected to a charity trustee may receive a benefit from any Subsidiary Company in his, her or its capacity as a beneficiary of the CIO or of any Subsidiary Company;
  - 6.5.2 a charity trustee or a person Connected to a charity trustee may be reimbursed by any Subsidiary Company for, or may pay out of any Subsidiary Company's property, reasonable expenses properly incurred by him her or it when acting on behalf of any Subsidiary Company,
  - 6.5.3 a charity trustee or a person Connected to a charity trustee may be paid reasonable and proper remuneration by any Subsidiary Company for any goods or services supplied to any Subsidiary Company, with the prior approval of the charity trustees, (including services performed under a contract of employment with any Subsidiary Company or otherwise) provided that this provision and clause 6.4.3 may not apply to more than half of the charity trustees in any financial year (and for these purposes this provision shall be treated as applying to a charity trustee if it applies to a person Connected to that charity trustee),
  - 6.5.4 a charity trustee or a person Connected to a charity trustee may, with the prior approval of the charity trustees, receive interest at a reasonable and proper rate on money lent to any Subsidiary Company,
  - 6.5.5 a charity trustee or a person Connected to a charity trustee may, with the prior approval of the charity trustees, receive reasonable and proper rent for premises let to any Subsidiary Company,
  - 6.5.6 any Subsidiary Company may pay reasonable and proper premiums in respect of indemnity insurance for its directors and officers, and
  - 6.5.7 a charity trustee or a person Connected to a charity trustee may receive payment under an indemnity from any Subsidiary Company in accordance with the constitution of the relevant Subsidiary Company, provided that the affected charity trustee may not take part in any decision of the charity trustees to approve a benefit under clauses 6.5.3, 6.5.4 or 6.5.5.
- 6.6 In this clause 6:-
- "Connected" means any person falling within one of the following categories:
- 6.6.1 any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a charity trustees, or
  - 6.6.2 the spouse or civil partner of any person in (a), or
  - 6.6.3 any other person in a relationship with a charity trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b), or
  - 6.6.4 any company, partnership or firm of which a charity trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital.

“Subsidiary Company” means any company in which the CIO holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company.

## **7. Conflicts of interest and conflicts of loyalty**

A charity trustee must:

- 7.1 declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the CIO or in any transaction or arrangement entered into by the CIO which has not previously been declared; and
- 7.2 absent himself or herself from any discussions of the charity 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 CIO and any personal interest (including but not limited to any financial interest).

Any charity trustee absents 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 charity trustees on the matter.

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

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

## **9. Charity trustees**

### **9.1 Functions and duties of charity trustees**

The charity trustees shall manage the affairs of the CIO and may for that purpose exercise all the powers of the CIO. It is the duty of each charity trustee:

- 9.1.1 to exercise his or her powers and to perform his or her functions in his or her capacity as a trustee of the CIO in the way he or she decides in good faith would be most likely to further the purposes of the CIO; and
- 9.1.2 to exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to:
  - (a) any special knowledge or experience that he or she has or holds himself or herself out as having; and,
  - (b) if he or she acts as a charity trustee of the CIO 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.

### **9.2 Eligibility for trusteeship**

- 9.2.1 Every charity trustee must be a natural person.
- 9.2.2 No individual may be appointed as a charity trustee of the CIO:
  - 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 13.1.6.

9.2.3 No one is entitled to act as a charity trustee whether on appointment or on any re-appointment until he or she has expressly acknowledged, in whatever way the charity trustees decide, his or her acceptance of the office of charity trustee.

9.3 Number of charity trustees

9.3.1 There must be at least three charity trustees. If the number falls below this minimum, the remaining charity trustee or charity trustees may act only to call a meeting of the charity trustees, or appoint a new charity trustee.

9.3.2 The maximum number of charity trustees is twenty. The charity trustees may not appoint any charity trustee if as a result the number of charity trustees would exceed the maximum.

9.4 First charity trustees

The first charity trustees are as follows and are appointed for a term from the date of incorporation of the CIO and expiring on the month and year set out in each case below:-

	<b>Expiry of First Term</b>
Katharine Jackson	September 2022
Mark Dearlove	March 2023
Michael Collins	November 2023
Karen Yvette Edwards	November 2023
Alistair Emslie-Smith	November 2023
Julian Fiorentini	November 2023
Clare Gray	November 2023
Ben Morris	November 2023
Lauren West	November 2023
Srinivas Madipalli	November 2023
Casimir Knight	September 2024
Tim Sheffield	September 2024
Deborah Waltier	September 2024
Toby Mildon	April 2025
<u>Health professionals</u>	
Anne-Marie Childs	February 2024



**10. Appointment of charity trustees**

- 10.1 Apart from the first charity trustees, every new charity trustee must be appointed for a term of three years by a resolution passed at a properly convened meeting of the charity trustees.
- 10.2 In selecting individuals for appointment as charity trustees, the charity trustees must have regard to the skills, knowledge and experience needed for the effective administration of the CIO and two charity trustees shall at all times in so far as possible be health care professionals with appropriate expertise.
- 10.3 The charity trustees shall seek individuals for appointment as charity trustees by such means as they shall consider appropriate and shall in particular endeavour to seek applications from those who have spinal muscular atrophy and relatives and carers of those who have spinal muscular atrophy.
- 10.4 The charity trustees shall fill the vacancies arising on retirement as they shall in their sole discretion decide and shall not be obliged to approve any proposed application.
- 10.5 The charity trustees may at any time decide to appoint a new trustee in place of a charity trustee who has retired or been removed in accordance with clause 13.1 or as an additional charity trustee provided that the limit on the number of charity trustees in clause 9.3.2 would not as a result be exceeded.

**11. Chair and Treasurer**

The charity trustees shall appoint, at their meeting immediately following the relevant annual general meeting of the CIO, a charity trustee to be the Chair and the Treasurer respectively. The term of office of the Chair and the Treasurer shall conclude at the meeting of the charity trustees immediately following the annual general meeting immediately following his or her appointment in each case. The Chair and the Treasurer may each be re-appointed for further successive terms of one year subject in each case to their having been appointed as charity trustees in accordance with clauses 10 and 13. In the event of their not being reappointed as Chair or Treasurer as the case may be they shall remain, or shall remain eligible to be, charity trustees in accordance with clauses 10 and 13.

**12. Information for new charity trustees**

The charity trustees will make available to each new charity trustee, on or before his or her first appointment:

- 12.1 a copy of the current version of this constitution; and
- 12.2 a copy of the CIO's latest charity trustees' Annual Report and statement of accounts.

**13. Retirement and removal of charity trustees**

- 13.1 A charity trustee ceases to hold office if he or she:
- 13.1.1 retires by notifying the CIO in writing (but only if enough charity trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings);

- 13.1.2 is absent without the permission of the charity trustees from all their meetings held within a period of six months and the charity trustees resolve that his or her office be vacated provided that a charity trustee the subject of this paragraph 13.1.2 shall have the right to be heard before a vote is taken;
- 13.1.3 dies;
- 13.1.4 is removed by the members of the CIO in accordance with clause 13.4;
- 13.1.5 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 charity trustee and may remain so for more than three months;
- 13.1.6 is disqualified from acting as a charity trustee by virtue of sections 178-180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).
- 13.2 Subject to article 13.3, any person retiring as a charity trustee is eligible for reappointment.
- 13.3 A charity trustee who has served for two consecutive terms may not be reappointed for a third consecutive term but may be reappointed after an interval of at least one year.
- 13.4 A charity trustee shall be removed from office if a resolution to remove that trustee is proposed at a meeting of members called for that purpose and properly convened in accordance with clause 19, and the resolution is passed by a two-thirds majority of votes cast at the meeting.
- 13.5 A resolution to remove a charity trustee in accordance with this clause shall not take effect unless the individual concerned has been given at least 14 clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been given a reasonable opportunity of making written representations to the members of the CIO.

#### **14. Taking of decisions by charity trustees**

Any decision may be taken either:

- at a meeting of the charity trustees; or
- by resolution in writing or electronic form agreed by a majority of all of the charity 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 charity 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 charity trustees; and the majority of all of the charity 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 identify accompanying the document or documents, or in such other manner as the charity trustees have previously resolved, and delivery to the CIO at its principal office or such other place as the charity trustees may resolve within 28 days of the circulation date.

#### **15. Delegation by charity trustees**

- 15.1 The charity 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 charity trustees may at any time alter those terms and conditions, or revoke the delegation.

15.2 This power is in addition to the power of delegation in the General Regulations and any other power of delegation available to the charity trustees, but is subject to the following requirements:

15.2.1 a committee may consist of two or more persons, but at least one member of each committee must be a charity trustee;

15.2.2 the acts and proceedings of any committee must be brought to the attention of the charity trustees as a whole as soon as is reasonably practicable; and

15.2.3 the charity trustees shall from time to time review the arrangements which they have made for the delegation of their powers.

## **16. Meetings of charity trustees**

16.1 Calling meetings

16.1.1 The person appointed as the chairman or any two charity trustees may call a meeting of the charity trustees or require the honorary secretary to call a meeting of the charity trustees.

16.1.2 Subject to that, the charity trustees shall decide how their meetings are to be called, and what notice is required.

16.2 Chairing of meetings

The charity trustees may appoint one of their number to chair their meetings and shall determine the period for which he is to hold office. 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 charity trustees present may appoint one of their number to chair that meeting.

16.3 Procedure at meetings

16.3.1 No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken. The quorum is three charity trustees, or the number nearest to one third of the total number of charity trustees, whichever is greater, or such larger number as the charity trustees may decide from time to time. A charity 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.

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

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

16.4 Participation in meetings by electronic means

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

16.4.2 Any charity trustee participating at a meeting by suitable electronic means agreed by the charity trustees in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting.

16.4.3 Meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes.

## **17. Membership of the CIO**

17.1 The members of the CIO shall be its charity trustees for the time being. The only persons eligible to be members of the CIO are its charity trustees. Membership of the CIO cannot be transferred to anyone else.

17.2 Any member and charity trustee who ceases to be a charity trustee automatically ceases to be a member of the CIO.

17.3

17.3.1 The charity 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.

17.3.2 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 CIO**

18.1 Any decision to:

18.1.1 amend the constitution of the CIO;

18.1.2 amalgamate the CIO with, or transfer its undertaking to, one or more other CIOs, in accordance with the Charities Act 2011; or

18.1.3 wind up or dissolve the CIO (including transferring its business to any other charity) must be made by a resolution of the members of the CIO (rather than a resolution of the charity trustees).

18.2 Decisions of the members may be made either:

18.2.1 by resolution at a general meeting; or

18.2.2 by resolution in writing, in accordance with sub-clause 18.4 of this clause.

18.3 Any decision specified in clause 18.1 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.

- 18.4 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:
- 18.4.1 a copy of the proposed resolution has been sent to all the members eligible to vote; and
- 18.4.2 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 CIO 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 CIO on the date when the proposal is first circulated.

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

### **19.1 Calling of general meetings of members**

The charity trustees may designate any of their meetings as a general meeting of the members of the CIO. 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 CIO as specified in clause 18 (Decisions which must be made by the members of the CIO).

### **19.2 Notice of general meetings of members**

- 19.2.1 The minimum period of notice required to hold a general meeting of the members of the CIO is 14 days.
- 19.2.2 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 CIO.
- 19.2.3 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.

### **19.3 Procedure at general meetings of members**

The provisions in clause 16.2 - 16.4 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 charity trustees to be taken as references to members.

## **20. Saving provisions**

- 20.1 Subject to clause 20.2 of this clause, all decisions of the charity trustees, or of a committee of charity trustees, shall be valid notwithstanding the participation in any vote of a charity 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 charity trustee and that charity trustee being counted in the quorum, the decision has been made by a majority of the charity trustees at a quorate meeting.

- 20.2 Clause 20.1 does not permit a charity trustee to keep any benefit that may be conferred upon him or her by a resolution of the charity trustees or of a committee of charity trustees if, but for clause 20.1, the resolution would have been void, or if the charity trustee has not complied with clause 7 (Conflicts of interest).

## **21. Execution of documents**

- 21.1 The CIO shall execute documents either by signature or by affixing its seal (if it has one).

- 21.2 A document is validly executed by signature if it is signed by at least two of the charity trustees.

- 21.3 If the CIO has a seal:

21.3.1 it must comply with the provisions of the General Regulations; and

21.3.2 the seal must only be used by the authority of the charity trustees or of a committee of charity trustees duly authorised by the charity trustees. The charity 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 charity trustees.

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

- 22.1 General

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

22.1.1 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;

22.1.2 any requirements to provide information to the Commission in a particular form or manner.

- 22.2 To the CIO

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

- 22.3 By the CIO

22.3.1 Any member or charity trustee of the CIO, by providing the CIO with his or her email address or similar, is taken to have agreed to receive communications from the CIO in electronic form at that address, unless the member has indicated to the CIO his or her unwillingness to receive such communications in that form.

22.3.2 The charity trustees may, subject to compliance with any legal requirements, by means of publication on its website:

- (a) provide the members with the notice referred to in clause 19.2 (Notice of general meetings);
- (b) give charity trustees notice of their meetings in accordance with clause 16.1 (Calling meetings); and
- (c) submit any proposal to the members or charity trustees for decision by written resolution or postal vote in accordance with the CIO's powers under clause 18 (Members' decisions), 18.4 (Decisions taken by resolution in writing).

22.3.3 The charity trustees must –

- (a) take reasonable steps to ensure that members and charity trustees are promptly notified of the publication of any such notice or proposal; and
- (b) send any such notice or proposal in hard copy form to any member or charity trustee who has not consented to receive communications in electronic form

## **23. Keeping of Registers**

The CIO 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 charity trustees.

## **24. Minutes**

The charity trustees must keep minutes of all:

- 24.1 appointments of officers made by the charity trustees;
- 24.2 proceedings at general meetings of the CIO;
- 24.3 meetings of the charity trustees and committees of charity trustees including:
  - the names of the charity trustees present at the meeting;
  - the decisions made at the meetings; and
  - where appropriate the reasons for the decisions;
- 24.4 decisions made by the charity trustees otherwise than in meetings.

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

- 25.1 The charity 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 CIO, within 10 months of the financial year end.
- 25.2 The charity trustees must comply with their obligation to inform the Commission within 28 days of any change in the particulars of the CIO entered on the Central Register of Charities.

## **26. Rules**

The charity 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 CIO, 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 CIO on request.

## **27. Disputes**

If a dispute arises between members of the CIO 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:

28.1 This constitution can only be amended:

28.1.1 by resolution agreed in writing by all members of the CIO; or

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

28.2 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 charity trustees or members of the CIO or persons connected with them, requires the prior written consent of the Charity Commission.

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

28.4 A copy of every resolution amending the constitution, together with a copy of the CIO'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**

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

29.1.1 at a general meeting of the members of the CIO 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:

(a) by a resolution passed by a 75% majority of those voting, or

(b) 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



- 29.1.2 by a resolution agreed in writing by all members of the CIO.
- 29.2 Subject to the payment of all the CIO's debts:
- 29.2.1 Any resolution for the winding up of the CIO, or for the dissolution of the CIO without winding up, may contain a provision directing how any remaining assets of the CIO shall be applied.
- 29.2.2 If the resolution does not contain such a provision, the charity trustees must decide how any remaining assets of the CIO shall be applied.
- 29.2.3 In either case the remaining assets must be applied for charitable purposes the same as or similar to those of the CIO.
- 29.3 The CIO must observe the requirements of the Dissolution Regulations in applying to the Commission for the CIO to be removed from the Register of Charities, and in particular:
- 29.3.1 the charity trustees must send with their application to the Commission:
- (a) a copy of the resolution passed by the members of the CIO;
  - (b) a declaration by the charity trustees that any debts and other liabilities of the CIO have been settled or otherwise provided for in full; and
  - (c) a statement by the charity trustees setting out the way in which any property of the CIO has been or is to be applied prior to its dissolution in accordance with this constitution;
- 29.3.2 the charity trustees must ensure that a copy of the application is sent within seven days to every member and employee of the CIO, and to any charity trustee of the CIO who was not privy to the application.
- 29.4 If the CIO 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:

- 30.1 a child, parent, grandchild, grandparent, brother or sister of the charity trustee;
- 30.2 the spouse or civil partner of the charity trustee or of any person falling within clause 30.1 ;
- 30.3 a person carrying on business in partnership with the charity trustee or with any person falling within clauses 30.1 or 30.2;
- 30.4 an institution which is controlled –
- 30.4.1 by the charity trustee or any connected person falling within clause 30.1, 30.2, or 30.3;  
or
  - 30.4.2 by two or more persons falling within clause 30.4.1, when taken together

30.5 a body corporate in which –

30.5.1 the charity trustee or any connected person falling within clauses 30.1 to 30.3 has a substantial interest; or

30.5.2 two or more persons falling within sub-clause 30.5.1 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.

**“charity trustee”** means a charity trustee of the CIO.

The **“Communications Provisions”** means the Communications Provisions in the General Regulations.

**“Connected”** means any person falling within one of the following categories:

30.6 any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a charity trustees, or

30.7 the spouse or civil partner of any person in 30.6, or

30.8 any other person in a relationship with a charity trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at 30.6 or 30.7, or

30.9 any company, partnership or firm of which a charity trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital.

**“connected person”** means:

30.10 a child, parent, grandchild, grandparent, brother or sister of the charity trustee;

30.11 the spouse or civil partner of the charity trustee or of any person falling within clause 30.10 ;

30.12 a person carrying on business in partnership with the charity trustee or with any person falling within clause 30.10 or 30.11;

30.13 an institution which is controlled –

30.13.1 by the charity trustee or any connected person falling within clause 30.10, 30.11 ; or

30.13.2 by two or more persons falling within clause 30.13.1, when taken together

30.14 a body corporate in which –

30.14.1 the charity trustee or any connected person falling within clauses 30.10 to 30.12 has a substantial interest; or

30.14.2 two or more persons falling within clause 30.14.1 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.

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

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

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

**“Subsidiary Company”** means any company in which the CIO holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company.