



Youth First Charitable Incorporated Organisation

Constitution of a Charitable Incorporated Organisation

Trowers & Hamblins LLP
3 Bunhill Row
London
EC1Y 8YZ
t +44 (0)20 7423 8000
f +44 (0)20 7423 8001
www.trowers.com

Constitution of Youth First Charitable Incorporated Organisation

1 Name

The name of the Charitable Incorporated Organisation (the **CIO**) is Youth First Charitable Incorporated Organisation.

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 objects of the CIO are to advance in life and help Young People in particular but not limited to those living in the London Borough of Lewisham through:

3.1.1 providing support and activities which develop their skills, capacities and capabilities to enable them to participate in society as mature and responsible individuals;

3.1.2 relieving unemployment; and

3.1.3 providing recreational and leisure time activity in the interests of social welfare who have need by reason of their youth, disability (both mental and physical) , poverty or social and economic circumstances with a view to improving the conditions of life of such persons.

4 Powers

The CIO has power to do anything which is calculated to further its objects or is conducive or incidental to doing so including the power to:

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

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

4.3 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;

4.4 employ and remunerate such staff as are necessary for carrying out the work of the CIO. The CIO 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;

4.5 deposit or invest funds, employ a professional fund-manager and 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 trustees of a trust are permitted to do by the Trustee Act 2000.

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 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 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 or otherwise by way of profit to any member of the CIO.

5.3 Nothing in this clause shall prevent a trustee (who is also a member of the CIO) or connected person receiving any benefit or payment which is authorised by clause 6.

6 **Benefits and payments to trustees and connected persons**

6.1 **General provisions**

No trustee or connected person may:

6.1.1 buy or receive any goods or services from the CIO on terms preferential to those applicable to members of the public;

6.1.2 sell goods, services, or any interest in land to the CIO;

6.1.3 be employed by, or receive any remuneration from, the CIO;

6.1.4 receive any other financial benefit from the CIO;

unless the payment or benefit is permitted by sub-clause 6.2 of this clause or authorised by the court or the Charity Commission ("the Commission"). In this clause, a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.

6.2 **Scope and powers permitting trustees' or connected persons' benefits**

6.2.1 A trustee or connected person may receive a benefit from the CIO as a beneficiary of the CIO provided that a majority of the trustees do not benefit in this way.

6.2.2 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 CIO where that is permitted in accordance with, and subject to the conditions in, sections 185 to 188 of the Charities Act 2011.

6.2.3 Subject to sub-clause 6.3 of this clause a trustee or connected person may provide the CIO with goods that are not supplied in connection with services provided to the CIO by the trustee or connected person.

- 6.2.4 A trustee or connected person may receive interest on money lent to the CIO at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- 6.2.5 A trustee or connected person may receive rent for premises let by the trustee or connected person to the CIO. 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.
- 6.2.6 A trustee or connected person may take part in the normal trading and fundraising activities of the CIO on the same terms as members of the public.
- 6.2.7 An Employee who is a Trustee may be employed by the CIO and receive remuneration and other associated benefits from their employment by the CIO. Employees who are Trustees must withdraw from any meeting at which the terms and conditions and/or remuneration of employees of the CIO are under discussion with the exception of the CIOs Chief Executive and any Head of Human Resources from time to time who may be invited by the Trustees to such meeting to advise the Trustees but who may not vote on any decision.

6.3 Controls for the supply of services and goods by a trustee or connected person and for the appointment of an employee as a trustee

The CIO and its trustees may only rely upon the authority provided by sub-clause 6.2.3 or 6.2.7 of this clause if each of the following conditions is satisfied:

- 6.3.1 The amount of the payment received by the employee is reasonable in relation to the nature of the employment; or the amount or maximum amount of the payment for the services and/or goods provided is reasonable in the circumstances and is set out in a written agreement between the CIO and the charity trustee or connected person supplying the services and/or goods (“the supplier”).
- 6.3.2 The other trustees are satisfied that it is in the best interests of the CIO to appoint the paid employee as a charity trustee or to enter into the agreement with the supplier rather than with someone who is not a trustee or connected person. In reaching that decision the trustees must balance the advantages against the disadvantages of doing so.
- 6.3.3 The reason for their decision is recorded by the trustees in the minute book.
- 6.3.4 The paid employee or supplier is absent from the part of any meeting at which there is discussion of the appointment or the proposal to enter into a contract or arrangement with him, her or it and withdraws from all discussions which have any bearing on the terms of the agreement or his or her employment, or on the acceptability of the standard of service provided.
- 6.3.5 The paid employee or supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of trustees is present at the meeting.

6.3.6 A majority of the charity trustees are not in receipt of any remuneration or payments, or connected to someone in receipt of remuneration or payments, authorised by this clause..

6.4 In sub-clauses 6.2 and 6.3 of this clause:

6.4.1 “the CIO” includes any company in which the CIO:

- (a) holds more than 50% of the shares; or
- (b) controls more than 50% of the voting rights attached to the shares; or
- (c) has the right to appoint one or more directors to the board of the company;

6.4.2 “connected person” includes any person within the definition set out in clause 29 (Interpretation);

Nothing permits a trustee (not being an employee of the CIO at the time of his or her appointment as a trustee) or a connected person to be employed under a contract of employment to work for the CIO during their term of office, without prior authorisation by the court or the Charity Commission.

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

7.1 A trustee must:

7.1.1 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

7.1.2 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 CIO and any personal interest (including but not limited to any financial interest).

7.2 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 CIO if it is wound up**

8.1 If the CIO is wound up, each member of the CIO is liable to contribute to the assets of the CIO such amount (but not more than £1) as may be required for payment of the debts and liabilities of the CIO contracted before that person ceases to be a member, for payment of the costs, charges and expenses of winding up, and for adjustment of the rights of the contributing members among themselves.

8.2 In sub-clause 8.1 of this clause “member” includes any person who was a member of the CIO within 12 months before the commencement of the winding up.

8.3 But subject to that, the members of the CIO have no liability to contribute to its assets if it is wound up, and accordingly have no personal responsibility for the settlement of its debts and liabilities beyond the amount that they are liable to contribute.

9 **Trustees**

9.1 **Functions and duties of trustees**

The 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 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 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 trustee must be a natural person.

9.2.2 No individual may be appointed as a trustee of the CIO:

(a) if he or she is under the age of 16 years; or

(b) if he or she would automatically cease to hold office under the provisions of sub-clause 12.1.5.

9.2.3 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.

9.3 **Number of trustees**

9.3.1 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.

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

9.3.3 At no time can the number of Trustees who are employees result in the Trustees who are Employees comprising a majority of the total number of trustees and in circumstances where this Clause 9.3.3 is not complied with (and

in the absence of agreement between the Staff Trustees as to who should cease to be a trustee so to ensure compliance) the longest serving Staff Trustee(s) shall automatically cease to be a trustee.

9.4 First charity trustees

The first charity trustees are as follows, and are appointed for the following terms

Name of Trustee	Term of office
Mervyn Kaye	n/a
Val Davison	3 years
Adam Barrett	3 years
Paula Mcdonald	3 years

10 Appointment of trustees, Advisory Board Members and appointment of a Chair

10.1 The Chief Executive, Director of Operations and Finance Director shall automatically be appointed as a trustees on their appointment as employees of the CIO and shall automatically cease to be a trustee on ceasing to be an employee of the CIO. All other trustees shall be appointed by the trustees. The Chief Executive, Director of Operations and Finance Director shall each be appointed in accordance with a process agreed by the trustees. For the avoidance of doubt individuals who are engaged in either post on an agency basis shall not be trustees.

10.2 In selecting individuals for appointment as trustees, the trustees shall:

10.2.1 agree a mechanism by which the CIO's Trustees are able to take proper account of the views of its beneficiaries (and which may include the appointment of [up to two] beneficiaries as Trustees or parents, guardians or carers of beneficiaries as Trustees) ;

10.2.2 agree a mechanism by which up to 3 employees of the CIO (other than the Chief Executive, Finance Director and Director of Operations) can be appointed to be Staff Trustees;

10.2.3 and have regard to the skills, knowledge and experience needed for the effective governance and assurance of the CIO;

10.3 Save for the trustees who is the Chief Executive, Finance Director and Director of Operations, the trustees shall be appointed for a term of three years, save where the trustees set a short term prior to the appointment. Trustees shall cease to be trustees at the end of the fixed term but may be reappointed for one further fixed term of up to three years and in circumstances where the Trustees (acting by a simple majority) consider it to be in the CIO's best interests, Trustees may be reappointed for a third and final fixed term of up to three years.

10.4 In addition to the Trustees, the Trustees may appoint up to 5 individuals as Advisory Board Members. Advisory Board Members shall specifically be selected to reflect the views of the CIOs staff and beneficiaries and shall be entitled to attend and speak at meetings of the Trustees. Advisory Board Members shall not be Trustees or Members of the CIO and shall not be entitled to vote at meetings of the Trustees or Members.

10.5 The CIO shall have a Chair, who shall chair Trustee and members' meetings, and shall be appointed (and may be removed) by the Trustees on such terms as the Trustees determine subject to clause 10.6.

10.6 The arrangements for election and removal of any Chair shall be determined by the Trustees provided that

The Chair shall not be an employee of the CIO.

The Chair of the CIO may be removed as Chair at a Trustee meeting called for that purpose provided the resolution is passed by at least two-thirds of the Trustees present and voting at the meeting.

10.7 The Chair's responsibilities will be set out in a written document and agree by the Board.

10.8 The CIO shall have a Treasurer and shall be appointed (and may be removed) by the Trustees on such terms as the Trustees determine subject to clause 10.9.

10.9 The arrangements for election and removal of any Treasurer shall be determined by the Trustees provided that

The Treasurer shall not be an employee of the CIO.

The Treasurer of the CIO may be removed as Treasurer at a Trustee meeting called for that purpose provided the resolution is passed by at least two-thirds of the Trustees present and voting at the meeting.

The Treasurer 'sresponsibilities will be set out in a written document and agree by the Board

11 **Information for new trustees**

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

11.1 a copy of the current version of this constitution; and

11.2 a copy of the CIO's latest Trustees' Annual Report and statement of accounts.

12 **Retirement and removal of trustees**

12.1 A trustee ceases to hold office if he or she:

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

- 12.1.2 is absent without the permission of the trustees from all their meetings held within a period of six months and the board resolves that his or her office be vacated;
- 12.1.3 dies;
- 12.1.4 becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
- 12.1.5 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);
- 12.1.6 is the Chief Executive and ceases to be the Chief Executive for any reason;
- 12.1.7 is the Director of Operations and ceases to be the Director of Operations for any reason;
- 12.1.8 is the Finance Director and ceases to be the Finance Director for any reason
- 12.1.9 is a Staff Trustee and ceases to be an employee of the CIO for any reason;
- 12.1.10 is removed by a resolution of a majority of the other trustees for breaching their duties as a trustee, fails to provide (on demand) a clear DBS certification, or for breaching the trustees' code of conduct (if any), or if a majority of the other trustees reasonably believe that their removal as a Trustee is in the best interests of the CIO.

13 **Taking of decisions by trustees**

Any decision may be taken either:

- 13.1 at a meeting of the trustees; or
- 13.2 by resolution in writing or electronic form agreed by all of the un-conflicted trustees, which may comprise either a single document or several documents containing the text of the resolution in like form to each of which one or more trustees has signified their agreement.

14 **Delegation by trustees**

- 14.1 The trustees may delegate any of their powers or functions to an officer(s) or committee(s), 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.
- 14.2 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:
 - 14.2.1 a committee may consist of two or more persons, but at least one member of each committee must be a trustee;

- 14.2.2 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
- 14.2.3 the trustees shall from time to time review the arrangements which they have made for the delegation of their powers.

15 **Meetings of trustees**

15.1 **Calling meetings**

- 15.1.1 Any trustee may call a meeting of the trustees.
- 15.1.2 Subject to that, the trustees shall decide how their meetings are to be called, and what notice is required.

15.2 **Chairing of meetings**

The Chair shall chair meetings of the Trustees. If the Chair 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.

15.3 **Procedure at meetings**

- 15.3.1 No decision shall be taken at a meeting of the board unless a quorum is present at the time when the decision is taken. The quorum for meetings of the board is five trustees or 60% of the total number of trustees (rounded up to the nearest whole number of trustees) whichever is lower and a majority of trustees present must not be employees of the CIO.. 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.
- 15.3.2 Questions arising at a meeting shall be decided by a majority of those eligible to vote.
- 15.3.3 In the case of an equality of votes, the Chair shall have a second or casting vote.

15.4 **Participation in meetings by electronic means**

- 15.4.1 A meeting may be held by suitable electronic means agreed by the trustees in which each participant may communicate with all the other participants.
- 15.4.2 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.
- 15.4.3 Meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes.

16 **Membership of the CIO**

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

16.2 Any trustee who ceases to be a trustee automatically ceases to be a member of the CIO.

17 **Decisions which must be made by the members of the CIO**

17.1 Any decision to:

17.1.1 amend the constitution of the CIO;

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

17.1.3 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 trustees).

17.2 Decisions of the members may be made either:

17.2.1 by resolution at a general meeting; or

17.2.2 by resolution in writing, in accordance with sub-clause 17.4 of this clause.

17.3 Any decision specified in sub-clause 17.1 of this clause must be made in accordance with the provisions of clause 27 (amendment of constitution), clause 28 (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.

17.4 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:

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

17.4.2 the required majority of members have 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.

17.5 The resolution in writing may comprise several copies to which one or more members have 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.

18 **General meetings of members**

18.1 **Calling of general meetings of members**

The 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 17 (Decisions which must be made by the members of the CIO).

18.2 **Notice of general meetings of members**

18.2.1 The minimum period of notice required to hold a general meeting of the members of the CIO is 14 days.

18.2.2 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.

18.2.3 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.

18.3 **Procedure at general meetings of members**

The provisions in sub-clauses 15.1-15.4 governing the chairing of meetings, procedure at meetings, quorum requirement 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.

18.4 **Proxy voting**

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

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

18.4.2 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 CIO by or on behalf of that member.

- 18.4.3 An appointment under a proxy notice may be revoked by delivering to the CIO a notice in writing given by or on behalf of the member by whom or on whose behalf the proxy notice was given.
- 18.4.4 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.
- 18.4.5 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.

19 **Saving provisions**

- 19.1 Subject to sub-clause 19.2 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:
 - 19.1.1 who was disqualified from holding office;
 - 19.1.2 who had previously retired or who had been obliged by the constitution to vacate office;
 - 19.1.3 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.

- 19.2 Sub-clause 19.1 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 19.1, the resolution would have been void, or if the trustee has not complied with clause 7 (Conflicts of interest).

20 **Execution of documents**

- 20.1 The CIO shall execute documents either by signature or by affixing its seal (if it has one)
- 20.2 A document is validly executed by signature if it is signed by at least two of the trustees.
- 20.3 If the CIO has a seal:
 - 20.3.1 it must comply with the provisions of the General Regulations; and
 - 20.3.2 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.

21 **Use of electronic communications**

21.1 **General**

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

21.1.1 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;

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

21.2 **To the CIO**

Any member or 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.

21.3 **By the CIO**

Any member or 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 **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 trustees.

23 **Minutes**

The trustees must keep minutes of all:

23.1 appointments of officers made by the trustees;

23.2 proceedings at general meetings of the CIO;

23.3 meetings of the trustees and committees of trustees including:

23.3.1 the names of the trustees present at the meeting;

23.3.2 the decisions made at the meetings; and

23.3.3 where appropriate the reasons for the decisions;

23.4 decisions made by the trustees otherwise than in meetings.

24 **Accounting records, accounts, annual reports and returns, register maintenance**

24.1 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 CIO, within 10 months of the financial year end.

- 24.2 The 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.

25 **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 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.

26 **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.

27 **Amendment of constitution**

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

- 27.1 This constitution can only be amended by a resolution passed by a 75% majority of those members of the CIO eligible to vote at a general meeting or a written resolution passed unanimously by the members eligible to vote.

- 27.2 Any alteration of clause 3 (Objects), clause 28 (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 CIO or persons connected with them, requires the prior written consent of the Charity Commission.

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

- 27.4 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.

28 **Voluntary winding up or dissolution**

- 28.1 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:

- 28.1.1 at a general meeting of the members of the CIO called in accordance with clause 18 (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

28.1.2 by a resolution agreed in writing by all members of the CIO.

28.2 Subject to the payment of all the CIO's debts:

28.2.1 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.

28.2.2 If the resolution does not contain such a provision, the trustees must decide how any remaining assets of the CIO shall be applied.

28.2.3 In either case the remaining assets must be applied for charitable purposes the same as or similar to those of the CIO.

28.3 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:

28.3.1 the trustees must send with their application to the Commission:

- (a) a copy of the resolution passed by the members of
- (b) declaration by the 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 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;

28.3.2 the 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 trustee of the CIO who was not privy to the application.

28.4 If the CIO is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

29 Interpretation

In this constitution:

Advisory Board Member means a person appointed as an Advisory Board Member pursuant to Clause 10.4

The **Communications Provisions** means the Communications Provisions of the General Regulations;

Chief Executive means the chief executive of the CIO or the person holding an equivalent position;

connected person means:

- 29.1 a child, parent, grandchild, grandparent, brother or sister of the trustee;
- 29.2 the spouse or civil partner of the trustee or of any person falling within sub-clause (a) above;
- 29.3 a person carrying on business in partnership with the trustee or with any person falling within sub-clause (a) or (b) above;
- 29.4 an institution which is controlled:
 - 29.4.1 by the trustee or any connected person falling within sub-clause (a), (b), or (c) above; or
 - 29.4.2 by two or more persons falling within sub-clause (d)(i), when taken together
- 29.5 a body corporate in which:
 - 29.5.1 the trustee or any connected person falling within sub-clauses (a) to (c) has a substantial interest; or
 - 29.5.2 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 applies for the purposes of interpreting the terms used in this constitution.

Employee means an employee of the CIO, including the Chief Executive, Director of Operations and Finance Director;

Dissolution Regulations means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012;

General Regulations means the Charitable Incorporated Organisations (General) Regulations 2012

Poll means a counted vote or ballot, usually (but not necessarily) in writing; and

Staff Trustee means an employee of the CIO other than the Chief Executive, Finance Director and Director of Operations and appointed as a trustee following the process set in accordance with Clause 10.2.2;

Trustee means a voting trustee of the CIO.

Young Person means a person aged up to and including the age of 19 or (for a person with special needs) the age of 25, and "**Young People**" shall be construed accordingly.