

Dated

2024

Middle East Concern - UK

Constitution of a Charitable Incorporated Organisation with voting members other than its charity trustees

1. NAME

The name of the Charitable Incorporated Organisation is Middle East Concern - UK (“the 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

The Object of the CIO is, for the public benefit, the relief of those suffering religious persecution and the prevention of religious persecution, with a special focus on Christian communities subscribing to the Nicene Creed.

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

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 has power to:

(a) 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;

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

(c) 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;

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

(e) 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; and

(f) do anything else within the law which is incidental and conducive to 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.

(a) 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 them when acting on behalf of the CIO.

(b) 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. This does not prevent a member who is not also a charity trustee receiving:

(a) a benefit from the CIO as a beneficiary of the CIO;

(b) reasonable and proper remuneration for any goods or services supplied to 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.

6. BENEFITS AND PAYMENTS TO CHARITY TRUSTEES AND CONNECTED PERSONS

6.1 General Provisions

6.1.1 The CIO may provide to the charity trustees benefits provided in furtherance of the Objects where the charity trustees are beneficiaries of the CIO and where those benefits are the same as or similar to benefits provided to other beneficiaries.

6.1.2 No charity trustee or connected person may:

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

(b) sell goods, services or any interest in land to the CIO;

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

(d) receive any other financial benefit from the CIO unless the payment or benefit is permitted by clause 6.2, 6.3 or 6.4 or is authorised by the court or the prior written consent of the Charity Commission ("the Commission") has been obtained. 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 charity trustees' or connected persons' benefits

(a) A charity 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.

(b) A charity 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, section 185 to 188 of the Charities Act 2011.

(c) Subject to clause 6.4 a charity trustee or connected person may provide the CIO with goods that are not supplied in connection with services provided to the CIO by the charity trustee or connected person.

(d) A charity 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).

(e) A charity trustee or connected person may receive rent for premises let by the charity trustee or connected person to the CIO. The amount of the rent and other terms of the lease must be reasonable and proper. The charity 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 charity 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.

(g) Subject to clause 6.3 a charity trustee or connected person may be employed (other than as a charity trustee) by the CIO.

6.3. Payment for employment – controls

The CIO and its charity trustees may only rely upon the authority provided by clause 6.2.(g) if each of the following conditions is satisfied:

- (a) the terms of the employment are set out in a written agreement between the CIO and the charity trustee or connected person who is the employee ("the employee");
- (b) the remuneration or other sums paid to the employee do not exceed an amount that is reasonable in all the circumstances;
- (c) the other charity trustees are satisfied that it is in the best interests of the CIO to employ the employee rather than someone who is not a charity trustee or connected person. In reaching that decision the charity trustees must balance the advantage of contracting with a charity trustee or connected person against the disadvantages of doing so (especially the loss of any charity trustee's services as a result of dealing with the charity trustee's conflict of interest);
- (d) the employee is absent from the part of any meeting at which there is discussion of their employment or remuneration or any matter concerning the contract, their performance in the employment or their performance of the contract, any proposal to enter into any other contract or arrangement with them or to confer any benefit upon them or of any other matter relating to payment or the conferring of any benefit to them;
- (e) the employee does not vote on any such matter and is not counted when calculating whether a quorum of charity trustees is present at the meeting;
- (f) the reason for their decision is recorded by the charity trustees in the minute book; and
- (g) a majority of the charity trustees then in office are not in receipt of remuneration or payments authorised by clause 6 and for clarification remuneration or payment of a connected person is only deemed to be remuneration or payment of a charity trustee where it might result in a charity trustee obtaining a benefit.

6.4 Payment for supply of goods only - controls

The CIO and its charity trustees may only rely upon the authority provided by clause 6.2.(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 an agreement in writing between the CIO and the charity 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;
- (c) the other charity trustees are satisfied that it is in the best interests of the CIO to contract with the supplier rather than with someone who is not a charity trustee or connected person. In reaching that decision the charity trustees must balance the advantage of contracting with a charity trustee or connected person against the disadvantages of doing so;
- (d) the supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with them or it with regard to the supply of goods to the CIO;

(e) the supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of charity trustees is present at the meeting;

(f) the reason for their decision is recorded by the charity trustees in the minute book; and

(g) a majority of the charity trustees then in office are not in receipt of remuneration or payments authorised by clause 6.

6.5. In sub-clauses 2, 3 and 4 of this clause:

(a) “the CIO” includes any company in which the CIO:

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

(b) “connected person” includes any person within the definition set out in clause 30 (Interpretation).

7. CONFLICTS OF INTEREST AND LOYALTY

A charity trustee must:

(a) declare the nature and extent of any interest, direct or indirect, which they have 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

(b) absent themselves from any discussions of the charity trustees in which it is possible that a conflict of interest will arise between their 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 absenting themselves 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. MEMBERSHIP OF THE CIO

9.1 Admission of members/new members

(a) Eligibility

The membership of the CIO shall consist of the below detailed categories of members. They include Associates (non-voting members of the CIO) (see below in the instant sub-clause; and

see sub-clause 9.6).

Membership shall be open to any:

Organisation (corporate body, or unincorporated organisation; for ease of reference either type of such member or both types collectively may be referred to herein as *organisational members*);

or individual

agreeing with the Nicene Creed (a genuine religious requirement based on the Objects and ethos of the CIO) and expressing an active interest in and desire to participate in, or to otherwise further the purposes of the CIO, and who, by applying for membership, has indicated their agreement to become a member and acceptance of the duty of members set out in sub-clause 3 of this clause.

Membership involves an active participation in furthering the purposes of the CIO.

Acceptance into membership shall require approval by two thirds of the existing members, who also have to approve the appropriate category of membership:

- (i). *Organisational members* They can designate up to two representatives of their organisation to attend meetings and to participate in the affairs of the CIO to the extent of the authorisation vested in its representative(s) to represent and act on behalf of that member.
- (ii). *Individual members* They shall attend meetings and participate in the affairs of the CIO in their own right and not as representatives of any organisation.
- (iii). *Associates* of the CIO denotes a category of individuals who are unable to vote in meetings, but who have a proven active interest and desire to participate in furthering the purposes of the CIO (see 9.6).

(b) Admission procedure

The charity trustees:

- (i). may require applications for membership to be made in any reasonable way that they decide;
- (ii). shall, if they endorse an application for membership, bring the application before the existing membership within 21 days;
- (iii). may refuse an application for membership if they believe that it is in the best interests of the CIO for them to do so;
- (iv). shall, if they decide to refuse an application for membership, give the applicant their reasons for doing so, within 21 days of the decision being taken, and give the applicant the opportunity to appeal against the refusal; and
- (v). shall give fair consideration to any such appeal, and shall inform the applicant of their decision, but any decision to confirm refusal of the application for membership shall be final.
- (vi). The existing members of the Charity: shall decide on membership applications that have been endorsed by the trustees; acceptance into membership shall require approval by two thirds of the existing members, who also have to approve the appropriate category of membership. If a member has not objected to a membership application within 45 days of receiving the application, it will be assumed that they approve the application.

9.2 Transfer of membership

Membership of the CIO cannot be transferred to anyone else.

9.3 Duty of members

It is the duty of each member of the CIO to exercise their powers as a member of the CIO in the way they decide in good faith would be most likely to further the purposes of the CIO.

9.4 Termination of membership

(a) Membership of the CIO comes to an end if:

- (i). the member dies, or, in the case of an organisational member it ceases to exist; or
- (ii). the member sends a notice of resignation to the charity trustees; or
- (iii). the member fails to pay the required membership dues for five consecutive years; or
- (iv). the charity trustees decide that it is in the best interests of the CIO that the member in question should be removed from membership, and pass a resolution to that effect.

(b) Before the charity trustees take any decision to remove someone from membership of the CIO they must:

- (i). inform the member of the reasons why it is proposed to remove them or it from membership;
- (ii). give the member at least 21 clear days' notice in which to make representations to the charity trustees as to why they should not be removed from membership;
- (iii). at a duly constituted meeting of the charity trustees, consider whether or not the member should be removed from membership;
- (iv). consider at that meeting any representations which the member makes as to why the member should not be removed; and
- (v). allow the member, or the member's representative, to make those representations in person at that meeting, if the member so chooses.

9.5 Membership fees

The CIO may require members to pay reasonable membership fees to the CIO.

9.6 Associate (non-voting) membership

The charity members may determine the rights and obligations of associate non-voting membership (including payment of membership fees), and the conditions for admission to, and termination of membership of any associates.

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.

10. MEMBERS' DECISIONS

10.1 General provisions

Except for those decisions that must be taken in a particular way as indicated in sub-clause 4 of this clause, decisions of the members of the CIO may be taken either by vote at a general meeting as provided in sub-clause 2 of this clause or by written resolution as provided in sub-clause 3 of this clause.

10.2 Taking ordinary decisions by vote

Subject to sub-clause 4 of this clause, any decision of the members of the CIO may be taken by means of a resolution at a general meeting. Such a resolution may be passed by a simple majority of votes cast at the meeting (including votes cast by postal or email ballot, and proxy votes).

10.3 Taking ordinary decisions by written resolution without a general meeting

(a) Subject to sub-clause 4 of this clause, a resolution in writing agreed by a simple majority of all the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective, provided that:

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

(ii). a simple 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 (or in the case of an organisational member, by execution according to its usual procedure), by a statement of their identity accompanying the document, or in such other manner as the CIO has specified.

(b) The resolution in writing may comprise several copies to which one or more members has signified their agreement.

(c) 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 in accordance with paragraph (a) above.

(d) Not less than 10% of the members of the CIO may request the charity trustees to make a proposal for decision by the members.

(e) The charity trustees must within 21 days of receiving such a request comply with it if:

(i). The proposal is not frivolous or vexatious, and does not involve the publication of defamatory material;

(ii). The proposal is stated with sufficient clarity to enable effect to be given to it if it is agreed by the members; and

(iii) Effect can lawfully be given to the proposal if it is so agreed.

(f) Sub-clauses (a) to (c) of this clause apply to a proposal made at the request of members.

10.4. Decisions that must be taken in a particular way

(a) Any decision to amend this constitution must be taken in accordance with clause 28 of this constitution (Amendment of Constitution).

(b) Any decision to wind up or dissolve the CIO must be taken in accordance with clause 29 of

this constitution (Voluntary winding up or dissolution).

(c) Any decision to amalgamate or transfer the undertaking of the CIO to one or more other CIOs must be taken in accordance with the provisions of the Charities Act 2011.

(d) Any decision re. membership of the CIO must be taken in accordance with clause 9 of this constitution.

11. GENERAL MEETINGS OF MEMBERS

11.1 Types of general meeting

There must be an annual general meeting (AGM) of the members of the CIO. The first AGM must be held within 18 months of the registration of the CIO, and subsequent AGMs must be held at intervals of not more than 18 months. The AGM must receive the annual statement of accounts (duly audited or examined where applicable) and the trustees' annual report, and must elect trustees as required under clause 13.

Other general meetings of the members of the CIO may be held at any time.

All general meetings must be held in accordance with the following provisions.

11.2 Calling general meetings

(a) The charity trustees:

- (i) must call the annual general meeting of the members of the CIO in accordance with sub-clause one of this clause, and identify it as such in the notice of the meeting; and
- (ii) may call any other general meeting of the members at any time.

(b) The charity trustees must, within 21 days, call a general meeting of the members of the CIO if:

- (i). they receive a request to do so from at least 10% of the members of the CIO; and
- (ii). the request states the general nature of the business to be dealt with at the meeting, and is authenticated by the member(s) making the request.

(c) If, at the time of any such request, there has not been any general meeting of the members of the CIO for more than 12 months, then sub-clause (b)(i) of this clause shall have effect as if 5% were substituted for 10%.

(d) Any such request may include particulars of a resolution that may properly be proposed, and is intended to be proposed, at the meeting.

(e) A resolution may only properly be proposed if it is lawful, and is not defamatory, frivolous or vexatious.

(f) Any general meeting called by the charity trustees at the request of the members of the CIO must be held within 28 days from the date on which it is called.

(g) If the charity trustees fail to comply with this obligation to call a general meeting at the request of its members, then the members who requested the meeting may themselves call a general meeting.

(h) A general meeting called in this way must be held not more than 3 months after the date when the members first requested the meeting.

(i) The CIO must reimburse any reasonable expenses incurred by the members calling a general meeting by reason of the failure of the charity trustees to duly call the meeting, but the CIO shall be entitled to be indemnified by the charity trustees who were responsible for such

failure.

11.3 Notice of general meetings of members

(a) The charity trustees, or, as the case may be, the relevant members of the CIO, must give at least 14 clear days' notice of any general meeting to all of the members, and to any charity trustee of the CIO who is not a member.

(b) If it is agreed by not less than 90% of all members of the CIO, any resolution may be proposed and passed at the meeting even though the requirements of sub-clause 3 (a) of this clause have not been met. This sub-clause does not apply 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.

(c) The notice of any general meeting must:

(i). state the time and date of the meeting:

(ii). give the address at which the meeting is to take place;

(iii). give particulars of any resolution which is to be moved at the meeting, and of the general nature of any other business to be dealt with at the meeting; and

(iv). if a proposal to alter the constitution of the CIO is to be considered at the meeting, include the text of the proposed alteration;

(v). include, with the notice for the AGM, the annual statement of accounts and trustees' annual report, details of persons standing for election or re-election as trustee, or where allowed under clause 22 (Use of electronic communication), details of where the information may be found on the CIO's website.

(d) 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.

(e) The proceedings of a meeting shall not be invalidated because a member who was entitled to receive notice of the meeting did not receive it because of accidental omission by the CIO.

11.4 Chairing of general meetings

The person nominated as chair by the charity trustees under clause 19.2 (Chairing of meetings), shall, if present at the general meeting and willing to act, preside as chair of the meeting. Subject to that, the members of the CIO who are present at a general meeting shall elect a chair to preside at the meeting.

11.5 Quorum at general meetings

(a) Subject to the provisions which follow under sub-clause 11.5, no decisions can be made at any general meeting of the members of the CIO unless a quorum is present.

(b) Subject to the following provisions, the quorum for general meetings shall be 20% of members being present, either themselves or by proxy. Only a member of the CIO may be appointed as a proxy. As long as duly appointed (per clause 11.7), a single person could be appointed as proxy by multiple members, without limit on number of appointments. Presence includes physical presence or presence via appropriate telephonic, audio or audio-video technology which allows each participant to communicate with the other participants. An organisational member represented by a person or persons present at the meeting in

accordance with sub-clause 9. of this clause, (or by a duly appointed proxy or proxies) is counted (counted only once in any event) as being present in person.

(c) If the meeting falls short of the quorum, or at any time during the meeting a quorum ceases to be present, the chair will allow reasonable time for the quorum to be reached/restored.

(d) In the absence of a quorum being reached/restored, the meeting will proceed. Issues will be discussed and members may make recommendations to the trustees. Regarding decisions that are to/may only be made by the members, discussion will take place and proposals will be formulated by the members present. Proposals will be dealt with per the provisions of sub-clauses 10.3 and 10.4 above. This is except that sub-clause 10.3(d) will not apply: Instead, proposals may be made either at the request of 10% of members or at the request of a simple majority of members present at the general meeting (including if by proxy) even if that majority does not constitute 10% of overall members.

11.6 Voting at general meetings

(a) Any decision other than one falling within clause 10(4) (Decisions that must be taken in a particular way) shall be taken by a simple majority of votes cast at the meeting (including proxy and postal votes). Organisational members have one vote per designated representative present (up to two votes per organisation). This also applies for voting via proxies (up to two votes: one per proxy present representing the organisational member). Individual members present have one vote. This applies whether an individual is present themselves or via a proxy.

(b) A resolution put to the vote of a meeting shall be decided on a show of hands, unless (before or on the declaration of the result of the show of hands) a poll is duly demanded. A poll may be demanded by the chair or by at least 10% of the members present in person or by proxy at the meeting.

(c) A poll demanded on the election of a person to chair the meeting or on a question of adjournment must be taken immediately. A poll on any other matter shall be taken, and the result of the poll shall be announced, in such manner as the chair of the meeting shall decide, provided that the poll must be taken, and the result of the poll announced, within 30 days of the demand for the poll.

(d) A poll may be taken:

- (i). at the meeting at which it was demanded; or
- (ii). at some other time and place specified by the chair; or
- (iii). through the use of postal or electronic communications.

(e) In the event of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall have a second, or casting vote.

(f) Any objection to the qualification of any voter must be raised at the meeting at which the vote is cast and the decision of the chair of the meeting shall be final.

11.7 Proxy voting

(a) Any member of the CIO may appoint a proxy to exercise all or any of that member's rights to attend, speak and vote at a general meeting of the CIO. Only a member of the CIO may be appointed as a proxy. In the case of organisational members, they may make one or up to two proxy appointments to do so: one appointment per representative of the member organisation as designated to represent it with the CIO. In such case, the proxy appointed may be the same person or two different persons. Individual members may appoint a single proxy to do so.

As long as duly appointed, a single person could be appointed as proxy by multiple members without a limit on number of appointments.

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, and additionally the name of the designated representative to the CIO in the case of an organisational member;

(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 CIO may determine; and

(iv). is delivered to the CIO in accordance with this constitution and any instructions contained in the notice of the general meeting to which they relate.

(b) The CIO 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 CIO by or on behalf of that member.

(f) 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.

(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) Where relevant, 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.

11.8 Postal or Electronic Voting

(a) The CIO may, if the charity trustees so decide, allow the members to vote by post or electronic means (either by electronic mail (“email”) or online poll) to elect charity trustees or to make a decision on any matter that is being decided at a general meeting of the members. Individual members would then be entitled to one vote of such nature. Organisational members would then be entitled to one vote of such nature per designated representative to the CIO (and so such members would have up to two votes of such nature, one per designated representative) (it would then be possible where an organisational member has two designated

representatives to the CIO, for one or both of its designated representatives to vote by post or electronic means, or for one or both to vote in accordance with the provisions of sub-clauses 11.6 and 11.7; this is subject to the overall maximum of two votes for a member- one per designated representative).

(b) If postal and/or electronic voting is to be allowed on a matter, the CIO must send to members of the CIO 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 22 (Use of electronic communications), 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 post or electronically to the CIO, containing details of the resolution being put to a vote, or of the candidates for election, etc., 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, etc., as applicable.

(c) The voting procedure must require all forms returned by post to be in an envelope with the member's name and appropriate signature(s), and nothing else, on the outside, inside another envelope addressed to the CIO's principal office or such other postal address as is specified in the voting procedure.

(d) The voting procedure for votes cast electronically must include the member's name, and a form of authentication in a manner specified in the voting procedure.

(e) 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.

(f) Votes cast by post or electronically must be counted before the meeting at which the vote is to be taken. The person chairing the meeting must be provided with written confirmation of the number of valid votes received by post or electronically and the number of votes received which were invalid.

(g) The result of the postal/electronic ballot must not be disclosed 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 result of the valid postal / electronic votes received be declared, and these votes shall be included in the declaration of the result of the vote.

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

11.9 Representation of organisational members

An organisation that is a member of the CIO may, in accordance with its usual decision-making process, authorise up to two persons to act as its representatives at any general meeting of the CIO. Organisational members must designate the person(s) with the CIO as being their representative(s) to the CIO.

The representatives are entitled to exercise the same powers on behalf of the organisation as

the organisation could exercise as an individual member of the CIO.

11.10 Adjournment of meetings

The chair may with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting to another time and/or place. No business may be transacted at an adjourned meeting except business which could properly have been transacted at the original meeting.

12. CHARITY TRUSTEES

12.1 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:

(a) to exercise their powers and to perform their functions in their capacity as a trustee of the CIO in the way they decides in good faith would be most likely to further the purposes of the CIO; 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 they have or holds themselves out as having; and

(ii). if they act 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.

12.2 Eligibility for trusteeship

(a) Every charity trustee must be a natural person.

(b) Every charity trustee must be a member of the CIO

(c) No individual may be appointed as a charity trustee of the CIO:

if they are under the age of 18 years; or

if they would automatically cease to hold office under the provisions of clause 15.4.

(d) No one is entitled to act as a charity trustee whether on appointment or on any re-appointment until they have expressly acknowledged, in whatever way the charity trustees decide, their acceptance of the office of charity trustee.

12.3 Number of charity trustees

(a) There must be at least five charity trustees, including a chair, vice-chair and treasurer. If the number falls below this minimum, the remaining trustee or trustees may act only to facilitate the election of new charity trustees by the members.

(b) The maximum number of charity trustees is ten. No charity trustee can be appointed if as a result the number of charity trustees would exceed the maximum.

13. APPOINTMENT OF CHARITY TRUSTEES

13.1 Apart from the first charity trustees, every trustee must be appointed by a resolution passed by the CIO under either clause 10.2 or 10.3.

13.2 The members or the charity trustees may at any time decide to appoint a new charity trustee, whether in place of a charity trustee who has retired or been removed in accordance with clause 15, or as an additional charity trustee, provided that the limit specified in clause 12.3 on the number of charity trustees would not as a result be exceeded.

13.3 In selecting individuals for potential election as charity trustees by the members, the charity trustees must have regard to the skills, knowledge and experience needed for the effective administration of the CIO.

14. INFORMATION FOR NEW CHARITY TRUSTEES

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

- (a) a copy of this constitution and any amendments made to it; and
- (b) a copy of the CIO's latest Trustees' Annual Report and statement of accounts.

15. RETIREMENT AND REMOVAL OF CHARITY TRUSTEES

15.1 A Charity Trustee will serve a term of three years, or until the third annual general meeting after they entered into office, whichever comes last. At the end of their first term a trustee can stand for re-election of a consecutive second term. In exceptional situations, and with approval of a majority of the trustees, a trustee can stand for re-election for a consecutive third term.

15.2 At every other annual general meeting one-third of the charity trustees shall retire from office. If the number of elected charity trustees is not three or a multiple of three, then the number nearest to one-third shall retire from office.

15.3 The charity trustees to retire by rotation shall be those who have been longest in office since their last appointment. If any trustees were last appointed on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.

15.4 A charity trustee will also cease to hold office if they:

- (a) resign 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;
- (b) are absent without the permission of the charity trustees from all their meetings held within a period of 12 months and the trustees resolve that their office be vacated;
- (c) die;
- (d) in the reasonable opinion of the other charity trustees, become incapable of fulfilling their duties and responsibilities as a charity trustee because of illness or injury and the other charity trustees resolve that they be removed as a charity trustee;

(e) are disqualified from acting as a charity trustee by virtue of section 178 - 180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision);

(f) cease to be a member of the CIO; or

(g) are removed for good and sufficient reason by a resolution passed by at least 75% of the charity trustees present and voting at a properly convened meeting of the charity trustees after inviting the views of the charity trustee concerned and considering the matter in the light of any such views.

16. REAPPOINTMENT OF CHARITY TRUSTEES

Any person who ceases to be a charity trustee is eligible for re-election after three years or at the third annual general meeting after they ceased to be a charity trustee, whichever comes last, as long as they continue to meet the eligibility criteria under clause 12.2.

17. TAKING OF DECISIONS BY CHARITY TRUSTEES

Any decision of the charity trustees may be taken either:

(a) at a meeting of the charity trustees; or

(b) by resolution in writing or electronic form agreed by 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 each of which one or more 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 identity accompanying the document or documents, or in such other manner as the charity trustees have previously resolved, and delivered to the CIO at its principal office or such other place as the trustees may resolve within 28 days of the circulation date.

18. DELEGATION BY CHARITY TRUSTEES

18.1 The charity trustees may delegate any of their powers or functions to a committee or committees and if they do they must 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.

18.2 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:

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

(b) 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

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

19. MEETINGS AND PROCEEDINGS OF CHARITY TRUSTEES

19.1 Calling meetings

(a) The charity trustees must hold at least three meetings each calendar year;

(b) Any charity trustee may call a meeting of the charity trustees;

(c) Subject to the provisions of clauses 19.1.(a) and 19.1.(b) the charity trustees shall decide how their meetings are to be called and what notice is required.

19.2 Chairing of meetings

The charity 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 30 minutes after the time of the meeting, the charity trustees present may appoint one of their number to chair that meeting.

19.3 Procedure at meetings

(a) No decision shall be taken at a meeting of the charity trustees 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 they are 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 any equality of votes, the person who chairs the meeting shall have a second or casting vote.

19.4 Participation in meetings by electronic means

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

(b) 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.

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

“Suitable electronic means” under this clause includes telephone, video conferencing or other communications equipment.

20. SAVING PROVISIONS

20.1 Subject to clause 20.2, 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; or
- who was not entitled to vote on the matter, whether by reason of a conflict or otherwise;

if, without the vote of the charity trustee and that charity trustee being counted in the quorum, the decision that 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 them 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 and Loyalty).

21. EXECUTION OF DOCUMENTS

21.1 The CIO shall execute documents by signature.

21.2 A document is validly executed by signature if it is signed by at least two of the 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:

(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.

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

Any member or charity trustee of the CIO by providing the CIO with their 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 their unwillingness to receive such communications in that 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, registers of its members and charity trustees.

24. MINUTES

The charity trustees must keep minutes of all:

- (a) appointments of officers made by the charity trustees;
- (b) proceedings at general meetings of the CIO;
- (c) meetings of the charity trustees and committees of charity trustees including:
 - (i). the names of the trustees present at the meeting;
 - (ii). the decisions made at the meetings; and
 - (iii). where appropriate the reasons for the decisions;
- (d) 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, preparation and scrutiny of statements of account and 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 CIO members may from time to time make such reasonable and proper rules or by-laws 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:

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

(b) by a resolution passed by a 75% majority of those voting at a general meeting of the members of the CIO.

28.2 Any alteration of clause 3 (Objects), clause 29 (Voluntary winding up or dissolution), this clause or 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 the 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:

(a) at a general meeting of the members of the CIO called in accordance with clause 11 (General meetings of members), of which not less than 14 days' notice has been given to those eligible to attend and vote:

(i). 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 CIO.

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

(a) 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.

(b) If the resolution does not contain such a provision the charity trustees must decide how any remaining assets of the CIO 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 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:

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

- (i). a copy of the resolution passed by the members of the CIO;
- (ii). a declaration by the charity trustees that any debts and other liabilities of the CIO have been settled or otherwise provided for in full;
- (iii). 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

(b) 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:

- (a) a child, parent, grandchild, grandparent, brother or sister of the charity trustee;
- (b) the spouse or civil partner of the charity trustee or of any person falling within sub-clause (a) above;
- (c) a person carrying on business in partnership with the charity trustee or with any person falling within sub-clause (a) or (b) above;
- (d) an institution which is controlled –
 - (i). by the charity 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 or unincorporated organisation in which –
 - (i). the charity 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 applies 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.

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

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

“**Objects**” means the charitable objects of the CIO set out at Clause 3.