

# **St Aidan's Junior Common Room Charitable Incorporated Organisation**

## **Constitution**

Date of constitution (last amended): 28<sup>th</sup> February 2022

### **1. Name**

The name of the Charitable Incorporated Organisation ("the CIO") is:

*St Aidan's Junior Common Room 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. Object**

The object of the CIO is the advancement of education of Students at St Aidan's College, Durham University for the public benefit by:

**3.1** promoting the interests and welfare of Students at St Aidan's College during the course of study and representing, supporting and advising Students;

**3.2** being the recognised representative channel between Students and St Aidan's College and any other external bodies; and

**3.3** providing social, sporting, cultural and recreational activities and forums for discussions and debate for the personal development of its Students.

Nothing in this constitution shall authorise an application of the property of the CIO for the purposes which are not charitable.

### **4. Powers**

The CIO has the 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 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 or lease or in exchange, hire or otherwise acquire 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** subject to clause 6 (Limitation on private benefits):

**4.4.1** engage and pay employees, consultants and professional or other advisers; and

**4.4.2** make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and former employees of the CIO and to their spouses and dependants;

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

**4.6** provide services and facilities for its students;

**4.7** establish, support, promote and operate a network of student activities;

**4.8** support any DUCK or similar fundraising activities carried out by its students for charitable causes, including the provision of administrative support, banking facilities and acting as a holding trustee of any funds raised;

**4.9** alone or with other organisations:

**4.9.1** carry out campaigning activities;

**4.9.2** seek to influence public opinion; and

**4.9.3** make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to the activities which an English and Welsh charity may properly undertake and provided that the CIO complies with the Education Act 1994 and any guidance published by the Charity Commission;

**4.10** write, make, commission, print, publish or distribute materials or information or assist in these activities;

**4.11** promote, initiate, develop or carry out education and training and arrange, provide or assist with exhibitions, lectures, meetings, seminars, displays or classes;

**4.12** promote, encourage, carry out or commission research, surveys, studies or other work and publish the useful results;

**4.13** provide or appoint others to provide advice, guidance, representation and advocacy;

**4.14** co-operate with other charities and bodies and exchange information and advice with them;

**4.15** become a member, affiliate or associate of other charities and bodies;

**4.16** support, set up or amalgamate with other charities with objects identical or similar to the CIO's objects and act as or appoint trustees, agents, nominees or delegates to control and manage such charities;

**4.17** purchase or acquire all or any property, assets, liabilities and engagements with objects similar to the CIO's objects;

**4.18** raise funds and invite and receive contributions from any person provided that the CIO shall not carry out any taxable trading activities in raising funds;

**4.19** borrow and raise money on such terms and security as the CIO may think suitable (but only with in accordance with the restrictions imposed by the Charities Act 1993);

**4.20** purchase, lease, hire or receive property of any kind including land, buildings and equipment and maintain and equip it for use;

**4.21** sell, manage, lease, mortgage, exchange, dispose of or deal with all or any of its property (but only with in accordance with the restrictions imposed by the Charities Act 1993);

**4.22** make grants or loans of money and give guarantees;

**4.23** set aside funds for special purposes or reserves against future expenditure;

**4.24** invest and deal with the CIO's money not immediately required for its objects in or upon any investments, securities, or property;

**4.25** delegate the management of investments to an appropriately experienced and qualified financial expert provided that:

**4.25.1** the investment policy is set down in writing for the financial expert by the charity trustees

**4.25.2** every transaction is reported promptly to the charity trustees;

**4.25.3** the performance of the investment is reviewed regularly by the charity trustees;

**4.25.4** the charity trustees are entitled to cancel the delegation at any time;

**4.25.5** the investment policy and the delegation arrangements are reviewed at least once a year;

**4.25.6** all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and

**4.25.7** the financial expert may not do anything outside the powers of the Trustees;

**4.26** arrange for investments or other property of the CIO to be held in the name of a nominee (being a company or limited liability partnership registered or having an established place of business in England and Wales) under the control of the charity trustees or a financial expert acting under their instructions and to pay any reasonable fee required;

**4.27** lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;

**4.28** open and operate banking accounts and other facilities for banking and draw, accept, endorse, negotiate, discount, issue or execute negotiable instruments such as promissory notes or bills of exchange;

**4.29** trade in the course of carrying out its objectives

**4.30** Subject to clause 6 below (Limitation on private benefits):

**4.30.1** Engage and pay employees, consultants and professional or other advisers; and

**4.30.2** Make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and former employees of the CIO and to their spouses and dependants

**4.31** do all such other lawful things as shall further the CIO's 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.

**5.1.2** 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.

**5.1.3** 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:

**5.2.1** a benefit from the CIO as a beneficiary of the CIO;

**5.2.2** 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. 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 CIO 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 CIO Member unless the payment is permitted by clauses 6.3, 6.4 or 6.5.

### **Permitted benefits to Trustees and Connected persons**

**6.3** No 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:

6.3.3.1 the payment is permitted by clauses 6.4 or 6.5 or authorised by the court or the Charity Commission; and

6.3.3.2 the Trustee concerned (including, in the case of a person who is Connected with a Trustee, the Trustee to whom that person is Connected) has complied with clause 7.

6.4 A Trustee may receive the following benefits from the CIO:

6.4.1 a Trustee or a person who is Connected with a Trustee may receive a benefit from the CIO in their capacity as a beneficiary of the CIO;

6.4.2 a Trustee or a person who is Connected with a Trustee may be reimbursed by the CIO for, or may pay out of the CIO's property, reasonable expenses properly incurred by them when acting on behalf of the CIO;

6.4.3 a Sabbatical Officer or a person who is Connected with a Trustee may be paid reasonable and proper remuneration for any goods or services supplied to the CIO on the instructions of the Trustees provided that:

6.4.3.1 for the avoidance of doubt, the authorisation under this provision shall extend to the remuneration of Sabbatical Officers and persons Connected with a Trustee under contracts of employment with the CIO;

6.4.3.2 the amount or maximum amount of the remuneration is set out in an agreement in writing between the CIO and the Sabbatical Officer or person Connected with a Trustee providing the goods or services (which for the avoidance of doubt may be a contract of employment);

6.4.3.3 before entering into the agreement described at clause 6.4.3.2 the Trustees must be satisfied that it would be in the best interests of the CIO for the goods or services to be provided by the Sabbatical Officer or the person Connected with a Trustee for the amount or maximum amount set out in that agreement;

6.4.3.4 subject to clause 6.4.3.1, the authorisation under this provision shall not extend to the service of acting as Trustee;

6.4.3.5 subject to clause 6.5, this provision may not apply to more than half of the Trustees in any financial year (and for these purposes such provision shall be treated as applying to a Trustee if it applies to a person who is Connected with that Trustee); and

6.4.3.6 at all times the provisions of the Education Act are complied with;

6.4.4 a Trustee or a person who is Connected with a Trustee may receive interest at a reasonable and proper rate on money lent to the CIO;

6.4.5 a Trustee or a person who is Connected with a 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 clause 5.1.3

provided that where benefits are conferred under clause 6.4, clause 7 (Conflicts of interest) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit.

6.5 Where a vacancy arises on the Board of Trustees with the result that clause 6.4.3 applies to more than half of the Trustees, the CIO may continue to pay remuneration to its Sabbatical Officers and any person who is Connected with a Trustee who is receiving remuneration in accordance with clause 6.4.3 provided that the CIO uses all reasonable endeavours to fill the vacancy as soon as possible.

## **7. Conflicts of interest**

### Declaration of interests

7.1 A Trustee must declare the nature and extent of:

7.1.1 any direct or indirect material interest which they have in a proposed transaction or arrangement with the CIO; and

7.1.2 any direct or indirect interest or any duty which they have which conflicts or may conflict with the interests of the CIO or their duties to the CIO.

### Participation in decision-making

7.2 If a Trustee's interest or duty cannot reasonably be regarded as giving rise to a conflict of interest or a conflict of duties with or in respect of the CIO, they are entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process. For the avoidance of doubt, the following transactions or arrangements shall be presumed as not reasonably likely to give rise to a conflict of interest provided all of the Trustees have the same interest:

7.2.1 approval of trustee expenses policies;

7.2.2 payment of premiums for trustee indemnity insurance; and

7.2.3 receipt by a Trustee in their capacity as beneficiary of the CIO of benefits which are available generally to all beneficiaries.

7.3 If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the CIO, they must:

7.3.1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;

7.3.2 not be counted in the quorum for that part of the process; and

7.3.3 withdraw during the vote and have no vote 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 their powers and to perform their functions as a trustee of the CIO in the way they decide 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:

**9.1.2.1** any special knowledge or experience that he or she has or holds himself or herself out as having; and

**9.1.2.2** 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 one may be appointed as a charity trustee:

- if they are under the age of 16 years; or
- if they would automatically cease to hold office under the provisions of clause 12.1.5.

**9.2.3** 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.

**9.2.4** At least one of the trustees of the CIO must be 18 years of age or over. If there is no trustee aged at least 18 years, the remaining trustee or trustees may act only to call a meeting of the charity trustees, or appoint a new charity trustee.

### **9.3 Number of charity trustees**

**9.3.1** There should be:

Not less than 3 nor more than 6 appointed external trustees who shall not be current students at Durham University; and

Not less than 3 nor more than 4 appointed student trustees who shall ,apart from the first appointed student trustees, be current Associate Members of the CIO.

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

**9.3.3** The maximum number of charity trustees that can be appointed is as provided in sub-clause 9.3.1 of this clause. No trustee appointment may be made in excess of these provisions

#### **9.4 First charity trustees**

The first appointed external trustees of the CIO are –

Miles Henderson	until 31 <sup>st</sup> July 2022
Eileen Mortby	until 31 <sup>st</sup> July 2023
Glenn Jackson	until 31 <sup>st</sup> July 2024
John Richards	until 31 <sup>st</sup> July 2025

The first appointed student trustees of the CIO are -

Thomas William Chapman	until 31 <sup>st</sup> July 2021
Robert Spencer Smith	until 31 <sup>st</sup> July 2021
Alexander Wardlow Hanbury-Tenison	until 31 <sup>st</sup> March 2021
Saoirse Rose del Tufo	until 31 <sup>st</sup> March 2021

### **10. Appointment of charity trustees**

#### **10.1 Appointed external trustees**

**10.1.1** Apart from the first charity trustees, every appointed external trustee must be appointed for a term of four years by a resolution passed at a properly convened meeting of the charity trustees.

**10.1.2** In selecting individuals for appointment as appointed charity trustees, the charity trustees must have regard to the skills, knowledge and experience needed for the effective administration of the CIO.

#### **10.2 Appointed student trustees**

**10.2.1** Apart from the first charity trustees, every appointed student trustee must be appointed for a term of one year by a resolution passed at a properly convened meeting of the charity trustees.

**10.2.2** In selecting individuals for appointment as appointed student trustees, the charity trustees must have regard to the skills, knowledge and experience needed for the effective administration of the CIO and also consider any recommendations of the Associate Members of the CIO made in accordance with rules or byelaws approved by the trustees.



## **11. Information for new charity trustees**

The charity trustees will make available to each new charity trustee, on or before their 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 charity trustees**

**12.1** A charity trustee ceases to hold office if they:

**12.1.1** retire 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);

**12.1.2** are absent without the permission of the charity trustees from all their meetings held within a period of six months and the trustees resolve that their office be vacated;

**12.1.3** die;

**12.1.4** in the written opinion, given to the company, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a director and may remain so for more than three months;

**12.1.5** are 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).

**12.1.6** ,in the case of an appointed student trustee, cease to be an Associate Member of the CIO or, following a vote of no confidence by the Associate Members in accordance with rules or byelaws approved by the trustees, the trustees resolve to remove them from office.

**12.2** Any person retiring as a charity trustee is eligible for reappointment.

**12.3** 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 fifteen years.

## **13. 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 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

#### **14. Delegation by charity trustees**

**14.1** 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.

**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 charity 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 charity trustee;

**14.2.2** 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

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

#### **15. Meetings of charity trustees**

##### **15.1** Calling meetings

**15.1.1** Any charity trustee may call a meeting of the charity trustees.

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

##### **15.2** 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 10 minutes after the time of the meeting, the charity 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 unless a quorum is present at the time when the decision is taken. The quorum is four charity trustees, or the number nearest to one half 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.

**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 person who chairs the meeting 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 charity trustees in which each participant may communicate with all the other participants.

**15.4.2** 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.

**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 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.

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

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

**17.1** 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.

**17.2** 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 (4) of this clause.

**18.3** Any decision specified in sub-clause (1) of this clause must be made in accordance with the provisions of clause 28 (amendment of constitution), clause 29 (Voluntary winding up or dissolution), or the provisions of the Charities Act 2011, the General Regulations or the Dissolution Regulations as applicable. Those provisions require the resolution to be agreed by a 75% majority of those members voting at a general meeting, or agreed by all members in writing.

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

## **20. Saving provisions**

**20.1** Subject to sub-clause (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** Sub-clause (1) of this clause 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 sub-clause (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 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.

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

**22.3.2.1** provide the members with the notice referred to in clause 19.2 (Notice of general meetings);

**22.3.2.2** give charity trustees notice of their meetings in accordance with clause 15.1 (Calling meetings);

**22.3.3** The charity trustees must –

**22.3.3.1** take reasonable steps to ensure that members and charity trustees are promptly notified of the publication of any such notice or proposal; and

**22.3.3.2** 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 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 bye 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:

**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:

**29.1.1.1** by a resolution passed by a 75% majority of those voting, or

**29.1.1.2** 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:



**29.3.1.1** a copy of the resolution passed by the members of the CIO;

**29.3.1.2** 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

**29.3.1.3** 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:

30.1 “connected person” means:

- (a) a child, parent, grandchild, grandparent, brother or sister of the Trustee;
- (b) the spouse or civil partner of the Trustee or of any person falling within clause 30.1(a) above;
- (c) a person carrying on business in partnership with the Trustee or with any person falling within clauses 30.1(a) or [30.1(b) above];
- (d) an institution which is controlled:
  - (i) by the Trustee or any Connected person falling within clauses 30.1(a) or 30.1(b) or 30.1(c) above; or
  - (ii) by two or more persons falling within clause 30.1(d)(i) when taken together; and
- (e) a body corporate in which:
  - (i) the Trustee or any Connected person falling within clauses 30.1(a) or 30.1(b) or 30.1(c) above has a substantial interest; or
  - (ii) two or more persons falling within clause 30.1(e)(i)]who, when taken together, have a substantial interest.

30.2 For the purposes of this clause 30.1:

- (f) "child" includes a stepchild and an illegitimate child;
- (g) a person living with another as that person's husband or wife is to be treated as that person's spouse;
- (h) where two people of the same sex are not civil partners but live together as if they were, each of them is to be treated as the civil partner of the other;
- (i) a person controls an institution if the person is able to secure that the affairs of the institution are conducted in accordance with the person's wishes;
- (j) any person has a substantial interest in a body corporate if the person or institution in question:
  - (i) is interested in shares comprised in the equity share capital of that body of a nominal value of more than one-fifth of that share capital, or

is entitled to exercise, or control the exercise of, more than one-fifth of the voting power at any general meeting of that body;

**"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.

**"Sabbatical Officer"** means an officer of the Executive of the JCR (Associate Members) elected by secret ballot by the Associate Members in accordance with rules or bye-laws approved by the trustees and who is a "major union office holder" for the purposes of Section 22 of the Education Act 1994.

