

## Appendix A

### Draft Constitution of The Atkinson Development Trust, a Charitable Incorporated Organisation whose only voting members are its charity trustees

Date of constitution (last amended): April 2014

#### 1. Name

The name of the Charitable Incorporated Organisation ("the CIO") is  
The Atkinson Development Trust

#### 2. National location of principal office

The principal office of The Atkinson Development Trust is in England.

#### 3. Object(s)

The objects of The Atkinson Development Trust are:

- To advance the education of the public (particularly, but not limited to, those within the administrative area of Sefton Metropolitan Borough Council) by encouraging them to participate in and contribute to arts, cultural and heritage activities service managed for Sefton Metropolitan Borough Council with a particular focus on The Atkinson complex, to value them for the positive impact that it makes upon their lives and wellbeing;
- To advance art, cultural and heritage activities undertaken for public benefit by supporting cultural services managed for Sefton particularly The Atkinson, and promoting high quality arts, cultural and heritage service that are accessible and enlightening;
- To encourage and promote the development and expansion of Sefton's fine art and heritage collections held for and accessible to the public
- To advance the education and appreciation of the public, (particularly, but not limited to, those within the administrative area of Sefton Metropolitan Borough Council) in the arts in all forms and in associated theatrical activities, in particular among children and young people, through the provision of workshops, performances;
- To contribute to the advancement of wellbeing, civic responsibility and good citizenship by supporting arts, cultural and heritage services for the benefit of residents within Sefton Council's administrative area so as to equip people with the capacity to understand and operate successfully in society
- Such other charitable purpose beneficial to the public as are consistent with the Objects above as the trustees shall in their absolute discretion determine.

#### 4. Powers

The Atkinson Development Trust has power to do anything which is calculated to further its object(s) or is conducive or incidental to doing so. In particular, The Atkinson Development Trust has power to:

- (1) Raise funds. In exercising this power, the trustees must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations;
- (2) Borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed complying as appropriate with sections 124 and 125 of the Charities Act 2011 where it wishes to mortgage land
- (3) Make grants in support of the Objects set out above.
- (4) Sell, lease or otherwise dispose of all or any part of the property belonging to The Atkinson Development Trust. In exercising this power, The Atkinson Development Trust must comply as appropriate with sections 117 and 119-123 of the Charities Act 2011;

- (5) Employ and remunerate such staff as are necessary for carrying out the work of The Atkinson Development Trust. The Atkinson Development Trust may employ and 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.
- (6) Deposit or invest funds, employ a professional fund-manager, and arrange for the investments or other property of The Atkinson Development Trust to be held in the name of a nominee, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000.

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

1. The income and property of The Atkinson Development Trust must be applied solely towards the promotion of the objects.
  - a. A charity trustee is entitled to be reimbursed from the property of The Atkinson Development Trust or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of The Atkinson Development Trust.
  - b. A charity trustee may benefit from trustee indemnity insurance cover purchased at The Atkinson Development Trust's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.
- (2) None of the income or property of The Atkinson Development Trust may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of The Atkinson Development Trust
- (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**

### **(1) General provisions**

No charity trustee or connected person may:

- (a) Buy or receive any goods or services from The Atkinson Development Trust on terms preferential to those applicable to members of the public;
- (b) Sell goods, services, or any interest in land to The Atkinson Development Trust
- (c) Be employed by, or receive any remuneration from The Atkinson Development Trust
- (d) Receive any other financial benefit from The Atkinson Development Trust

Unless the payment or benefit is permitted by sub-clause (2) of this clause or authorised by the court or the Charity Commission ("the Commission"). In this clause, a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.

### **(2) Scope and powers permitting trustees' or connected persons' benefits**

- (a) A charity trustee or connected person may receive a benefit from The Atkinson Development Trust as a beneficiary of The Atkinson Development Trust provided that a majority or 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 Atkinson Development Trust where that is permitted in accordance with, and subject to the conditions in, sections 185 to 188 of the Charities Act 2011.

- (c) Subject to sub-clause (3) of this clause a charity trustee or connected person may provide The Atkinson Development Trust with goods that are not supplied in connection with services provided to The Atkinson Development Trust by the charity trustee or connected person
- (d) A charity trustee or connected person may receive interest on money lent to The Atkinson Development Trust 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 trustee or connected person to The Atkinson Development Trust. The amount of the rent and the 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 Atkinson Development Trust on the same terms as members of the public.

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

The Atkinson Development Trust and its charity trustees may only rely upon the authority provided by sub-clause (2) (c) of this clause if each of the following conditions is satisfied:

- (a) The amount of maximum amount of the payment for the good is set out in a written agreement between The Atkinson Development Trust 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 Atkinson Development Trust 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 of arrangement with him or her or it with regard to the supply of goods to The Atkinson Development Trust.
- (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.
- (g) A majority of the charity trustees then in office are not in receipt of remuneration of payments authorised by clause 6.

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

A charity trustee must:

- (1) Declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with The Atkinson Development Trust or in any transaction or arrangement entered into by The Atkinson Development Trust which has not previously been declared; and
- (2) Absent himself or herself from any discussions of the charity trustees in which it is possible that a conflict of interest will arise between his or her duty to act solely in the interests of The Atkinson Development Trust and any personal interest (including but not limited to any financial interest).

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

8. **Liability of members to contribute to the assets of The Atkinson Development Trust if it is wound up**  
If The Atkinson Development Trust is wound up, the members of The Atkinson Development Trust have no liability to contribute to its assets and no personal responsibility for settling its debts and liabilities.

9. **Charity trustees**

**(1) Functions and duties of charity trustees**

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

- (a) to exercise his or her powers and to perform his or her functions in his or her capacity as a trustee of The Atkinson Development Trust in the way he or she decides in good faith would be most likely to further the purposes of The Atkinson Development Trust; and
- (b) to exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to:
  - i. any special knowledge or experience that he or she has or holds himself or herself out as having; and,
  - ii. if he or she acts as a charity trustee of The Atkinson Development Trust in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect a person acting in the course of that kind of business or profession.

**(2) Eligibility for trusteeship**

- (a) Every charity trustee must be a natural person
- (b) No individual may be appointed as a charity trustee of The Atkinson Development Trust:
  - If he or she is under the age of 16 years; or
  - If he or she would automatically cease to hold office under the provisions of clause 12 (1) (e)
- (c) No one is entitled to act as a charity trustee whether on appointment or on any re-appointment until he or she has expressly acknowledged, in whatever way the charity trustees decide, his or her acceptance of the office of charity trustee.
- (d) At least one of the trustees of The Atkinson Development Trust must be 18 years of age or over. If there is no trustee aged at least 18 years, the remaining trustees may only act to call a meeting of the charity trustees, or appoint a new charity trustee.

**(3) Number of charity trustees**

- a. There must be at least four 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.
- b. The maximum number of charity trustees is seven. The charity trustees may not appoint any charity trustee if as a result the number of charity trustees would exceed the maximum

**(4) First charity trustees**

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

- ..... for 2 years
- ..... for 3 years
- ..... for 4 years

10. **Appointment of charity trustees**

**(1) Appointed charity trustees**

- a. Apart from the first charity trustees, every appointed trustee must be appointed for a term of 2 years by a resolution passed at a properly convened meeting of the charity trustees.
- b. In selecting individuals for appointment as appointed charity trustees, the charity trustees must have regard to skills, knowledge and experience for the effective administration of The Atkinson Development Trust.

**(2) Ex officio Trustees**

- a. The Cabinet Member or other Elected Member nominated by the Council with responsibilities that include Arts and Culture, or the time being (“the office holder”) shall automatically (“ex-officio”) be a charity trustee, for as long as he or she holds that office.
- b. The Director of The Atkinson or other nominated Officer from the Council, for the time being (“the office holder”) shall automatically (“ex-officio”) be a charity trustee, for as long as he or she holds that office.
- c. If unwilling to act as a charity trustee, the office holder may:
  - i. before accepting appointment as a charity trustee, give notice in writing to the trustees of his or her unwillingness to act in that capacity; or
  - ii. after accepting appointment as a charity trustee, resign under the provisions contained in clause 12 (Retirement and removal of charity trustees).

The office of ex officio charity trustee will then remain vacant until the office holder ceases to hold office.

**11. Information for new charity trustees**

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

- a. a copy of the current version of this constitution; and
- b. a copy of The Atkinson Development Trust’s latest Trustees’ Annual Report and statement of accounts.

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

(1) A charity trustee ceases to hold office if he or she:

- (a) retires by notifying The Atkinson Development Trust 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) is absent without the permission of the charity trustees from all their meetings held within a period of six months and the trustees resolve that his or her office be vacated;
- (c) dies;
- (d) in the written opinion, given to the company, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- (e) is disqualified from acting as a charity trustee by virtue of sections 178-180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).
- (f) In the case of an ex-officio trustee immediately they cease to hold that office.

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

### 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 all of the charity trustees, which may comprise wither 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.

### 14. Delegation by charity trustees

- (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.
- (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.

### 15. Meetings of charity trustees

#### (1) Calling meetings

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

#### (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.

#### (3) Procedure at meetings

- (a) No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken. The quorum is two charity trustees, or the number nearest to one third of the total number of charity trustees, whichever is greater, or such larger number as the charity trustees may decide from time to time. A charity trustee shall not be counted in the quorum present when any decision is made about a matter upon which he or she is not entitled to vote.
- (b) Questions arising a meeting shall be decided by a majority of those eligible to vote.

#### (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 all 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.

#### **16. Membership of The Atkinson Development Trust**

- (1) The members of The Atkinson Development Trust shall be its charity trustees for the time being. The only persons eligible to be members of The Atkinson Development Trust are its charity trustees. Membership of The Atkinson Development Trust cannot be transferred to anyone else.
- (2) Any member and charity trustee who ceases to be a charity trustee automatically ceases to be a member of The Atkinson Development Trust.

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

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

#### **18. Decisions which must be made by the members of The Atkinson Development Trust**

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

must be made by a resolution of the members of The Atkinson Development Trust (rather than a resolution of the charity trustees).

- (2) Decisions of the members may be made either:
  - (a) By resolution at a general meeting; or
  - (b) By resolution in writing, in accordance with sub-clause (4) of this clause.
- (3) Any decision specified in sub-clause (1) of this clause must be made in accordance with the provisions of clause 28 (amendment of constitution) clause 29 (Voluntary winding up or dissolution), or the provisions of the Charities Act 2011, the General Regulations or the Dissolution Regulations as applicable. Those provisions require the resolution to be agreed by a 75% majority of those members voting at a general meeting, or agreed by all members in writing.
- (4) Except where a resolution in writing must be agreed by all the members, such a resolution may be agreed by a simple majority of all the members who are entitled to vote on it. Such a resolution shall be effective provided that:
  - (a) a copy of the proposed resolution has been sent to all the members eligible to vote; and
  - (b) the required majority of members has signified its agreement to the resolution in a document or documents which are received at the principal office within the period of 28 days beginning with the circulation date. The document signifying a member’s agreement must be authenticated by their

signature, by a statement of their identity accompanying the document, or in such other manner as The Atkinson Development Trust 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 Atkinson Development Trust on the date when the proposal is first circulated.

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

### **(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 Atkinson Development Trust. 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 Atkinson Development Trust as specified in clause 18 (Decisions which must be made by the members of The Atkinson Development Trust).

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

- (a) The minimum period of notice required to hold a general meeting of the members of The Atkinson Development Trust is 14 days.
- (b) Except where a specified period of notice is strictly required by another clause in this constitution, by the Charities Act 2011 or by the General Regulations, a general meeting may be called by shorter notice if it is so agreed by a majority of the members of The Atkinson Development Trust.
- (c) Proof that an envelope containing a notice was properly addressed, prepaid and posted; or that an electronic form of notice was properly addressed and sent, shall be conclusive evidence that the notice was given. Notice shall be deemed to be given 48 hours after it was posted or sent.

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

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

## **20. Saving provisions**

(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.

(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**

- (1) The Atkinson Development Trust shall execute documents either by signature or by affixing its seal (if it has one)
- (2) A document is validly executed by signature if it is signed by at least two of the charity trustees.



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

The Atkinson Development Trust 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.

## **23. Keeping of Registers**

The Atkinson Development Trust 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:

- (1) appointments of officers made by the charity trustees;
- (2) proceedings at general meetings of The Atkinson Development Trust;
- (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;
- (4) decisions made by the charity trustees otherwise than in meetings.

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

- (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 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 Atkinson Development Trust, within 10 months of the financial year end.
- (2) The charity trustees must comply with their obligation to inform the Commission within 28 days of any change in the particulars of The Atkinson Development Trust entered on the Central Register of Charities.
- (3) The trustee identified as secretary of The Atkinson Development Trust will be responsible for this compliance.

## **26. Rules**

The charity trustees may from time to time make such reasonable and proper rules or byelaws as they may deem necessary or expedient for the proper conduct and management of The Atkinson Development Trust, 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 Atkinson Development Trust on request.

## **27. Disputes**

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

## **28. Amendment of constitution**

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

- (1) This constitution can only be amended:
  - (a) By resolution agreed in writing by all members of The Atkinson Development Trust; or
  - (b) By a resolution passed by a 75% majority of those voting at a general meeting of the members of The Atkinson Development Trust called in accordance with clause 19 (General meetings of members).
- (2) Any alteration of clause 3 (Objects), clause 29 (Voluntary winding up 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 Atkinson Development Trust or persons connected with them, requires the prior written consent of the Charity Commission.
- (3) No amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid.
- (4) A copy of every resolution amending the constitution, together with a copy of The Atkinson Development Trust's constitution as amended must be sent to the Commission by the end of the period of 15 days beginning with the date of passing of the resolution, and the amendment does not take effect until it has been recorded in the Register of Charities.

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

- (1) As provided by the Dissolution Regulations, The Atkinson Development Trust may be dissolved by resolution of its members. Any decision by the members to wind up or dissolve The Atkinson Development Trust can only be made:
  - (a) at a general meeting of the members of The Atkinson Development Trust 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:
    - (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 Atkinson Development Trust.
- (2) Subject to the payment of all The Atkinson Development Trust's debts:

- (a) Any resolution for the winding up of The Atkinson Development Trust, or for the dissolution of The Atkinson Development Trust without winding up, may contain a provision directing how any remaining assets of The Atkinson Development Trust shall be applied.
  - (b) If the resolution does not contain such a provision, the charity trustees must decide how any remaining assets of The Atkinson Development Trust 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 Atkinson Development Trust.
- (3) The Atkinson Development Trust must observe the requirements of the dissolution Regulations in applying to the Commission for The Atkinson Development Trust 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 Atkinson Development Trust;
    - (ii) a declaration by the charity trustees that any debts and other liabilities of The Atkinson Development Trust have been settled or otherwise provided for in full; and
    - (iii) a statement by the charity trustees setting out the way in which any property of The Atkinson Development Trust 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 members and employee of The Atkinson Development Trust, and to any charity trustee of The Atkinson Development Trust who was not privy to the application.
- (4) If The Atkinson Development Trust is 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 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 apply for the purposes of interpreting the terms used in this constitution.

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

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

The **“Communications Provisions”** means the Communications Provisions in Part 10, Chapter 4 of the General Regulations.

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

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

Draft for Discussion