Constitutions of a Charitable Incorporated Organisation (CIO) whose only voting members are its trustees

Date of constitution (last amended)

13-02-2018

1. Name

The name of the Charitable Incorporated Organsation is **INVOLVE – Voluntary Action in Mid Devon**

(and in this document it is called **INVOLVE or The CIO**).

2. National Location of Principal Office

The Principal office of the **CIO** is in England

3. Objects

To support the efficiency and effectiveness and the effective use of charitable resources of third sector organisations in Mid Devon by:

1. Providing support to assist in their good governance.
2. Building their capacity through support, advice and information services.
3. Liaising with and co-ordinating with them to provide charitable services to improve the lives of the citizens in Mid Devon.
4. Facilitating co-operation and partnerships to promote their services by bringing them together with public agencies and statutory authorities in Mid Devon.
5. Identifying gaps in charitable services and supporting them to fill those gaps.
6. Providing advocacy for them and their ultimate beneficiaries, particularly with regard to having their views heard by policy makers, service providers and funders.
7. Maintaining a database of their services and projects which benefit people in Mid Devon.

In these objects the following definitions apply:

a) "Third sector organisations" means charities, voluntary organisations and social enterprises.
b) "Charities" are organisations which are established for exclusively charitable purposes in accordance with the law of England and Wales.

c) "Voluntary organisations and social enterprises" are independent organisations which are established for purposes that add value to the community as a whole, or a significant section of the community, and which are not permitted by their constitution to make a profit for private distribution.
d) Voluntary organisations and social enterprises do not include local government or other statutory authorities.

4. Powers

The **CIO** has the power to do anything which is calculated to further its object(s) or is conducive or incidental to doing so. In particular the **CIO** has power to:

(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.

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

(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) 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 **CIO** trustees and connected persons) and provided it complies with the conditions of that clause;

(5) Deposit or invest funds, employ a professional fund manager and arrange for the investments or other property of the **CIO** to be held in the name of a nominee, in the same 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 INVOLVE shall be applied solely towards the promotion of the objects.

(a) An **INVOLVE** 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 **INVOLVE**

(b) An I**NVOLVE** 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.

(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**.

(3). Nothing in this clause shall prevent a charity trustee or connected person receiving any benefit or payment which is authorized by Clause 6.

6. Benefits and payments to CIO trustees and connected persons

(1) General provisions

No **INVOLVE** 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 **INVOLVE**;

(d) receive any other financial benefit from the **CIO**;

unless the payment 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) An INVOLVE trustee or connected person may receive a benefit from the **CIO** in the capacity of a beneficiary of **INVOLVE** provided that a majority of the trustees do not benefit in this way.

(b) An INVOLVE 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 sub-clause (3) of this clause an INVOLVE trustee or connected person may provide the **CIO** with goods that are not supplied in connection with services provided to the **CIO** by the trustee or connected person.

(d) An **Involve** trustee or connected person may receive interest on money lent to the **CIO** at a reasonable and proper rate which must not be more than the Bank of England bank rate (also known as the base rate).

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

(3) Payment for supply of goods only – controls

The **CIO** and its 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 or maximum amount of the payment for goods is set out in an agreement in writing between the **CIO** and the **CIO** trustee or connected person supplying the goods ('the supplier') under which the supplier is to supply the goods in question to or on behalf of the **CIO**.

(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 the best interests of the **CIO** to contract with the supplier rather than with someone who is not an **Involve** trustee or connected person. In reaching that decision the **CIO** trustees must balance the advantage of contracting with a **CIO** 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 a discussion of the proposal to enter into a contract or arrangement with him or her 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 **CIO** trustees in the minute book.

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

(4) In sub-clauses (2) and (3) 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 trustees to the board of the company.

(b) 'connected person' includes any person with the definition set out in clause **30** (Interpretation).

7. Conflicts of interests 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 **CIO** or in any transaction or arrangement entered into by the **CIO** which has not been previously declared; and

(2) absent himself or herself from any discussions of the **CIO** trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the **CIO** and any personal interest (including but not limited to any personal financial interest).

Any **CIO** 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 **CIO** trustees on the matter

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

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

9. Charity Trustees

(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 power of the **CIO**. 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 **CIO** in the way he or she 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

(1) any special knowledge or experience that he or she has or holds himself or herself out as having and

(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,

(2) Eligibility for trusteeship

(a) Every trustee must be a natural person

(b)No individual may be appointed as a charity trustee of the **CIO**: -
if he or she is under the age of 16 years or

- if he or she would automatically cease to hold office under the provisions of clause (12.1e)

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

(3) Number of Charity trustees

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

The maximum number of charity trustees is 12. 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:-

Paul Williams **(for 4 years)**

Dennis Knowles **(for 3 years)**

Nicole Summers **(for 2 years)**

10. Appointment of charity trustees

(1) Apart from the first charity trustees, every trustee must be appointed for a term of **(three)** years by a resolution passed at a properly convened meeting of the charity trustees.

(2) In selecting individuals for appointment a charity trustees must have regard to the skills, knowledge and experience needed for the effective administration on the **CIO**.

11. Information for new charity trustees

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

(a) a copy of the current version of this constitution

(b) a copy of the **CIO**s latest Trustees' Annual Report and statement of accounts.

12. Retirement and removal of charity trustees

(1) A trustee shall cease to hold office if he or she

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

b. :is absent with the permission of the charity trustees for 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 **CIO** 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 278-180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision)

(2) Any person retiring as a charity trustee who is not eligible for reappointment

13. Taking of decisions by Charity Trustees

Any decision may be taken either:

- At a meeting of the charity trustees

- By resolution in writing or electronic form agreed by all the charity trustees, which may comprise either a single document or several documents containing the text of the resolution in the like form to each of which one or more charity trustees has signified their agreement.

14 Delegation by charity trustees

(1) The 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
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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 meetings

The charity trustees may appoint one of their number to chair their meetings and, at any time revoke such appointment. If no-one has been appointed, or if the person appointed is unwilling to preside or is not present with ten minutes after the time of the meeting, the charity trustees present may appoint one of their number to chair the 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 to be taken. The quorum is three or the number nearest to one third of the total number of trustees whichever is the 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 at a meeting shall be decided by a majority of those eligible to vote

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

(4) Participation in the 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 participate or participants may communicate with all the other participants shall qualify as being present at the meetings

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

16 Membership of the CIO

(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.

(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

(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.

(2) Other references in this constitution to “member” and “membership” do not apply to non-voting members, and non-voting members do not qualify as members for any purpose under the Charities Act, General Regulations or Dissolution Regulations.

18. Decisions which must be made by the members of the CIO

(1) Any decision to:

a. Amend the constitutions of the **CIO**

b. Amalgamate the **CIO** with, or transfer its undertaking to , one or more other **CIOs** in accordance with the Charities Act 2011; or

c. 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)

(2) Decision of the members may be made either :

(a) By resolution at a general meeting; or

(b) By resolution in writing, in according 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. These 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 maybe 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 CIO ha 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**

(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 **(16)** (Decisions which must be made by members of the **CIO**).

(2) Notice of general meetings of members

(a) The minimum period of notice required to hold a general meeting of The **CIO** is fourteen 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 **CIO**.

(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 hour 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 is disqualified from holding office;
- who has previously retired or who had been obliged by this constitution to vacate office;
- who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise;

if, without the vote of that charity trustee and the 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 **CIO** 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

(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.

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:

(1) appointments of officers made by the charity trustees;

(2) proceedings at general meetings of the **CIO**;

(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 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.

(2) The charity trustees must comply with their obligation to inform the Commission within 28 days of any change in the particulars of the **CIO** entered on the Central Register of Charities.

26. Rules

The charity trustees may from time to time make such reasonable and proper rules or byelaws as they may deem necessary or expedient for the proper conduct and management of the **CIO**, but such rules or by 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:

(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** called in accordance with clause 19 (General meetings of members).

(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.

(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 **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

(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 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 **CIO**.

(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.**

(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; and

(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.

(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 subclause (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.