

# **Constitution of Risborough & District Model Railway Club Charitable Incorporated Organisation (Association Model with Voting Members Other than its Charity Trustees)**

Date of constitution: 7 April 2017

## **1. NAME**

The name of the charitable incorporated organisation is Risborough & District Model Railway Club ('the Club').

## **2. NATIONAL LOCATION OF PRINCIPAL OFFICE**

The principal office of the Club is in England.

## **3. OBJECTS**

The objects of the Club are to advance public education and foster a general interest in model railways, prototype railways and allied pursuits and to encourage a high standard of railway modelling – in particular, amongst the members of the Club.

## **4. POWERS**

The Club has power to do anything which is calculated to further its objects or is conducive or incidental to doing so. In particular the Club's powers include 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 Club must comply as appropriate with section 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 Club. In exercising this power, the Club 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 Club. The Club may employ or remunerate a charity trustee only to the extent that it is permitted to do so by clause 6 (benefits and payments to charity trustees and connected persons) and provided it complies with the conditions of those clauses; and
- (5) Deposit or invest funds, employ a professional fund manager, and arrange for the investments or other property of the Club 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 by the Trustee Act 2000.

## **5. APPLICATION OF INCOME AND PROPERTY**

The income and property of the Club must be applied solely towards the promotion of the objects.

- (a) A charity trustee is entitled to be reimbursed from the property of the Club or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Club.
  - (b) A charity trustee may benefit from trustee indemnity insurance cover purchased at the Club's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.
- (1) None of the income or property of the Club may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Club. This does not prevent a member who is not also a charity trustee receiving:
- (a) A benefit from the Club as a beneficiary of the Club;
  - (b) Reasonable and proper remuneration for any goods or services applied to the Club.
- (2) 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 OF 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 Club on terms preferential to those applicable to members of the public;
- (b) Sell goods, services or any interest in land to the Club;
- (c) Be employed by, or receive remuneration from, the Club;
- (d) Receive any other financial benefit from the Club;

unless the payment of 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 the 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 Club as a beneficiary of the Club provided that a majority of the trustees do not benefit in this way.

- (b) A charity trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Club 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 a charity trustee or connected person may provide the Club with goods that are not supplied in connection with services provided to the Club by the charity trustee or connected person.
- (d) A charity trustee or connected person may receive interest on money lent to the Club 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 persons of the Club. 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 which such a proposal or the rent or other terms of the lease are under discussion.
- (f) Any charity trustee or connected person may take part in the normal trading and fundraising activities of the Club on the same terms as members of the public.

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

The Club 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 or maximum amount of the payment for the goods is set out in a written agreement between the Club and the charity trustee or connected person supplying the goods (“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 Club 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 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 Club.

- (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 or payments authorised by clause 6.
- (4)** In sub-clauses (2) and (3) of this clause:
- (a) "the Club" includes any company in which the Club:
    - (i) Holds more than 50% of the shares;
    - (ii) Controls more than 50% of the voting rights of attached to the shares; or
    - (iii) Has the right to appoint one or more directors to the board of the company.
  - (b) "connected person" includes any person within the definition set out in clause 30 (Interpretation);

## **7. CONFLICTS OF INTEREST AND 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 Club or in any transaction or arrangement entered into by the Club 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 Club 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 CLUB IF IT IS WOUND-UP**

- (1) If the Club is wound-up each member of the Club is liable to contribute to the assets of the Club such amount (but not more than £10.00) as may be required for payment of the debts and liabilities of the Club contracted before that person ceases to be a member, for payment of the costs, charges and expenses of winding up, and for adjustment of the rights of the contributing members amongst themselves.

- (2) In sub-clause (1) of this clause "member" includes any person that was a member of the Club within 12 months before the commencement of the winding up.
- (3) But subject to that, the members of the Club have no liability to contribute its assets if it is wound-up, and accordingly have no personal responsibility for settlement of its debts and liabilities beyond the amount that they are liable to contribute.

## **9. MEMBERSHIP OF THE CLUB**

### **(1) Admission of new members**

#### **(a) Eligibility**

Membership of the Club is open to anyone who is interested in furthering its purposes, and who, by applying for membership, has indicated his or her agreement to become a member on acceptance of the duty of members set out in sub-clause (3) of this clause.

A member may only be an individual.

#### **(b) Admission procedure**

The charity trustees:

- (i) May require applications for membership to be made in any reasonable way that they decide;
- (ii) Shall, if they approve an application for membership, notify the applicant of their decision within 21 days;
- (iii) May refuse an application for membership if they believe that it is in the best interests of the Club for them to do so;
- (iv) Shall, if they decide to refuse an application for membership, give the applicant their reasons for doing so, within 21 days of the decision being taken, and give the applicant the opportunity to appeal against refusal; and
- (v) Shall give fair consideration to any such appeal, and shall inform the applicant of their decision, but any decision to confirm refusal of the application to the membership shall be final.

### **(2) Transfer of membership**

Membership of the Club cannot be transferred to anyone else.

### **(3) Duty of members**

It is the duty of each member of the Club to exercise his or her powers as a member of the Club in the way he or she decides in good faith would be most likely to further the purposes of the Club.

#### **(4) Termination of membership**

- (a) Membership of the Club comes to an end if:
  - (i) The member dies;
  - (ii) The member sends a notice of resignation to the charity trustees;  
or
  - (iii) Any sum of money owed by the member to the Club is not paid in full within 2 months of it falling due; or
  - (iv) The charity trustees decide that it is in the best interests of the Club that the member in question should be removed from membership, and pass a resolution to that effect.
- (b) Before the charity trustees take any decision to remove someone from membership of the Club they must:
  - (i) Inform the member of the reasons why it is proposed to remove him or her from membership;
  - (ii) Give the member at least 21 clear days' notice in which to make representations to the charity trustees as to why he or she should not be removed from membership;
  - (iii) At a duly constituted meeting the charity trustees consider, whether or not the member shall be removed from membership;
  - (iv) Consider at that meeting any representations which the member makes as to why the member should not be removed; and
  - (v) Allow the member's representative to make those representations in person at the meeting, if the member so chooses.

#### **(5) Membership fees**

The Club may require members to pay reasonable membership fees for the Club.

#### **(6) Informal or associate non-voting membership**

- (a) 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 and membership fees), and the conditions for admission to, and termination of membership of any such class of members;
- (b) 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 Act, General Regulations or Dissolution Regulations.

## **10. MEMBERS' DECISIONS**

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

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

### **(2) Taking ordinary decisions by vote**

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

### **(3) Taking ordinary decisions by written resolution without a general meeting**

- (a) Subject to sub-clause (4) of this clause, the resolution in writing agreed by a simple majority of all members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective, provided that:
  - (i) A copy of the proposed resolution has been sent to all members eligible to vote and;
  - (ii) A simple majority of members has signified its agreement to the resolution in the document or documents which are received at the principle office within a 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 a Club has specified.
- (b) The resolution in writing may comprise several copies to which one or more members have signified their agreement.
- (c) Eligibility to vote on the resolution is limited to members who are members of the Club on the date when the proposal is first circulated in accordance with paragraph a) above.
- (d) Not less than 10% of the members of the Club may request the charity trustees to make a proposal for decision by the members.
- (e) The charity trustees must within 21 days of receiving a request, comply with it if:
  - (i) The proposal is not frivolous or vexatious, and does not involve the publication of defamatory material.

- (ii) The proposal is stated with sufficient clarity to enable effect to be given to it if it is agreed by the members; and
  - (iii) Effect can lawfully be given to the proposal if it is so agreed.
- (f) Sub-clauses (a) to (c) of this clause apply to a proposal made at the request of members.

#### **(4) Decisions that must be taken in a particular way**

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

- (a) Any decision to wind-up or dissolve the Club must be taken in accordance with clause 29 of this constitution (Voluntary Winding-up or Dissolution). Any decision to amalgamate or transfer the undertaking of the Club to one or more other Clubs must be taken in accordance with the provisions of the Charities Act 2011.

### **11. GENERAL MEETINGS OF MEMBERS**

#### **(1) Types of general meeting (AGM)**

There must be an annual general meeting (AGM) of the members of the Club. The first AGM must be held within 18 months of the registration of the Club, and subsequent AGMs must be held at intervals of not more than 15 months.

The AGM must receive the annual statement of accounts (duly audited or examined where applicable) and the trustees annual report, and must elect trustees as required under clause 13 (Appointment of Charity Trustees).

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

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

#### **(2) Calling general meetings**

- (a) The charity trustees:
  - (i) Must call the annual general meeting of the members of the Club in accordance with sub-clause (1) of this clause, and identify it as such in the notes of the meeting; and
  - (ii) May call any other general meeting of members at any time.
- (b) The charity trustees must, within 21 days, call a general meeting of the members of the Club if:
  - (i) They receive a request to do so from at least 10% of the members of the Club; and

- (ii) If, the request states the general nature of the business to be dealt with at the meeting, and is authenticated by the member(s) making the request.
- (c) If, at the time of any such request, there has not been any general meeting of the members of the Club for more than 12 months, then sub-clause (b)(i) of this clause shall have effect as if 5% was substituted for 10%.
- (d) Any such request may include particulars of a resolution that may properly be proposed, and is intended to be proposed, at the meeting.
- (e) A resolution may only properly be proposed if it is lawful, and it is not defamatory, frivolous or vexatious.
- (f) Any general meeting called by the charity trustees at the request of the members of the Club must be held within 28 days from the date on which it is called.
- (g) If the charity trustees fail to comply with this obligation to call a general meeting at the request of its members, then the members who requested the meeting may themselves call a general meeting.
- (h) The general meeting called in this way must be held not more than 3 months after the date when the members first requested the meeting.
- (i) The Club must reimburse any reasonable expenses incurred by the members calling a general meeting by reason of the failure of the charity trustees to duly call the meeting, but the Club shall be entitled to be indemnified by the charity trustees who were responsible for such failure.

### **(3) Notice of general meetings**

- (a) The charity trustees, or, as the case may be, the relevant members of the Club, must give at least 14 clear days' notice of any general meeting to all of the members, and to any charity trustee of the Club who is not a member.
- (b) If it is agreed by not less than 90% of all members of the Club, any resolution may be proposed and passed at the meeting even though the requirements of sub-clause (3)(a) of this clause has not been met. This sub-clause does not apply where a specific period of notice is strictly required by another clause in this constitution, by the Charities Act 2011 or by the General Regulations.
- (c) The notice of any general meeting must:
  - (i) State the time and date of the meeting;
  - (ii) Give the address that which the meeting is to take place;

- (iii) Give particulars of any resolution which is to be moved at the meeting, and of the general nature of any other business to be dealt with at the meeting;
  - (iv) If a proposal to alter the constitution of the Club is to be considered at the meeting, include the text of the proposed alteration; and
  - (v) Include, with the notice for the AGM, the annual statement of accounts and trustees' annual report, details of persons standing for election or re-election as a trustee, or where allowed under clause 22 (Use of Electronic Communication), details of where the information may be found on the Club's website.
- (d) Proof that an envelope containing a notice was properly addressed, prepaid and posted; or that an electronic form of notice was properly addressed and sent, shall be conclusive evidence that the notice was given. Notice shall be deemed to be given 48 hours after it was posted or sent.
  - (e) The proceedings of the meetings shall not be invalidated because a member who was entitled to receive notice of the meeting did not receive it because of accidental omission by the Club.

#### **(4) Chairing of general meetings**

The person nominated as chair by the charity trustees under clause 19(2) (Chairing of Meetings), shall, if present at the general meeting and willing to act, preside as chair of the meetings. Subject to that, the members of the Club who are present at a general meeting shall elect a chair to preside at the meeting.

#### **(5) Quorum at general meetings**

- (a) No business may be transacted at any general meeting of the members of the Club unless a quorum is present when the meeting starts.
- (b) Subject to the following provisions, the quorum for general meetings shall be the greater of 5% or 3 members.
- (c) If the meeting has been called by or at the request of the members and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the meeting is closed.
- (d) If the meeting has been called in any other way and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the charity must adjourn the meeting. The date, time and place at which the meeting will resume must either be announced by the chair or be notified to the Club's members at least 7 clear days before the date on which it will resume.
- (e) If a quorum is not present within 15 minutes of the start time of the adjourned meeting, the member or members present at the meeting constitute a quorum.

- (f) If at any time during the meeting the quorum ceases to be present, the meeting may discuss issues and make recommendations to the trustees but may not make any decisions. If decisions are required which must be made by a meeting of the members, the meeting must be adjourned.

## **(6) Voting at general meetings**

- (a) Any decision other than one falling within clause 10(4) (Decisions that must be taken in a particular way) shall be taken by a simple majority of votes at the meeting (including proxy and postal votes)). Every member has one vote unless otherwise provided in the rights of a particular class and a membership under this constitution.
- (b) A resolution put to the vote of the meeting shall be decided on a show of hands, unless (before or on the declaration as a result of the show of hands) a poll is duly demanded. A poll may be demanded by the chair or by at least 10% of the members present in person or by proxy at the meeting.
- (c) A poll demanded on the election of a person to chair the meeting or on the question of adjournment must be taken immediately. A poll on any other matter shall be taken, and the result of the poll shall be announced, in such manner as the chair of the meeting shall decide, provided that the poll must be taken, and the result of the poll announced, within 30 days of the demand for the poll.
- (d) A poll may be taken:
  - (i) At a meeting at which it was demanded; or
  - (ii) At some other time and place specified by the chair; or
  - (iii) Through the use of postal or electronic communications.
- (e) In the event of equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall have a second or casting vote.
- (f) Any objection to the qualification of any votes must be raised at the meeting on which the vote is cast and the decision of the chair of the meeting shall be final.

## **(7) Proxy voting**

- (a) Any member of the Club may appoint another person as a proxy to exercise all or any of that member's rights to attend, speak and vote at a general meeting of the Club. Proxies must be appointed by a notice in writing (a "proxy notice") which:
  - (i) states the name and address of the member appointing the proxy;

- (ii) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
  - (iii) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Club may determine; and
  - (iv) is delivered to the Club in accordance with the constitution and any instructions contained in the notice of the general meeting to which they relate.
- (b) The Club may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
  - (c) Proxy notice may (but do not have to) specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
  - (d) Unless a proxy notice indicates otherwise, it must be treated as:
    - (i) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
    - (ii) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
  - (e) A member who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Club by or on behalf of that member.
  - (f) An appointment under a proxy notice may be revoked by delivering to the Club a notice in writing given by or on behalf of the member by whom or on whose behalf the proxy notice was given.
  - (g) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
  - (h) If a proxy notice is not signed or authenticated by the member appointing the proxy, it must be accompanied by written evidence that the person who signed or authenticated it on that member's behalf had authority to do so.

## **(8) Adjournment of meetings**

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

## **12. CHARITY TRUSTEES**

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

Charity trustees shall manage the affairs of the Club and may for that purpose exercise all the powers of the Club. It is the duty of each charity trustee:

- (a) To exercise his or her powers and to perform his or her functions as a trustee of the Club in the way he or she decides in good faith would be the most likely to further the purposes of the Club; 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 trustee of a Club 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 charity trustee must be a natural person
- (b) No one may be appointed as a charity trustee;
  - (i) If he or she is under the age of 16 years; or
  - (ii) If he or she would automatically cease to hold office under the provisions of clause 15(1)(e).
- (c) No one is entitled to act as a charity trustee whether on appointment or any reappointment until he or she has expressly acknowledged, in whatever way the charity trustees decide, his or her acceptance of the office of charity trustee.

### **(3) Number of charity trustees**

There must be at least three 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.

There is no maximum number of charity trustees that may be appointed to the Club.

### **(4) The first charity trustees**

The first charity trustees of the Club are:

Paul Michael Wright

James Andrew Gordon Aitken

Richard John Neil

David James Lane

Anthony Christopher Mead

Michael Philip Moignard

Philip Noel Baxendale

For the period up to the 2017 annual general meeting.

### **13. APPOINTMENT OF CHARITY TRUSTEES**

- (1) At the 2017 annual general meeting, vacancies arising from the expiry of the term of office of the trustees listed in Clause 12(4) will be filled according to the procedure set out in Clause 13(4).
- (2) At every subsequent annual general meeting of the members of the Club, one-third of the charity trustees shall retire from office. If the number of charity trustees is not three or a multiple of three, then the number nearest to one-third shall retire from office, but if there is only one charity trustee, he or she shall retire;
- (3) The charity trustees to retire by rotation shall be those who have been longest in office since their last appointment or reappointment. If any trustees were last appointed or reappointed on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot;
- (4) The vacancies so arising may be filled by the decision of the members at the annual general meeting; any vacancies not filled at the annual general meeting may be filled as provided in sub-clause (5) of this clause;
- (5) The members or the charity trustees may at any time decide to appoint a new charity trustee, whether in place of a charity trustee who has retired or been removed in accordance with clause 15 (Retirement and Removal of Charity Trustees), or as an additional charity trustee, provided that the limit specified in clause 12(3) on the number of charity trustees would not as a result be exceeded;
- (6) A person so appointed by the members of the Club shall retire in accordance with the provision of sub-clauses (2) and (3) of this clause. A person so appointed by the charity trustees shall retire at the conclusion of the next annual general meeting after the date of his or her appointment, and shall not be counted for the purpose of determining which of the charity trustees is to retire by rotation at that meeting.

### **14. INFORMATION FOR NEW CHARITY TRUSTEE**

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

- (a) A copy of this constitution and any amendments made to it; and
- (b) A copy of the Club's latest trustees' annual report and statement of accounts.

#### **15. RETIREMENT AND REMOVAL OF CHARITY TRUSTEES**

- (1) A charity trustee ceases to hold office if her or she:
  - (a) Retires by notifying the Club 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) becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs; or
  - (e) is disqualified from acting as charity trustee by virtue of section 178-180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).

#### **16. REAPPOINTMENT OF CHARITY TRUSTEES**

Any person who retires as a charity trustee by rotation or by giving notice to the Club is eligible for reappointment.

#### **17. 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 either a single document or several documents containing the text of the resolution in like form to each of which one or more charity trustees has signified their agreement.

#### **18. 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 must determine the terms and conditions on which the delegation is made. The charity trustees may at any time alter those terms and conditions, or revoke the delegation.
- (2) This power is in addition to the power of delegation in the General Regulations and any other power of delegation available to the charity trustees, but is subject to the following requirements:

- (a) A committee may consist of two or more persons, but at least one member of each committee must be a charity trustee;
- (b) The acts and proceedings of any committee must be brought to the attention of the charity trustees as a whole as soon as is reasonably practicable; and
- (c) The charity trustees shall from time to time review the arrangements which they have made for the delegation of their powers.

## **19. MEETINGS AND PROCEEDINGS OF CHARITY TRUSTEES**

### **(1) Calling meetings**

- (a) Any charity trustees 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**

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.

- (a) Questions arising at a meeting shall be decided by a majority of those eligible to vote.
- (b) In the case of an equality of votes, the chair shall have a second or casting 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.

## **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 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 Club 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.
- (3) If the Club has a seal:
- (a) It must comply with the provisions of the General Regulations; and
  - (b) It 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 determined it shall be signed by two charity trustees.

## **22. USE OF ELECTRONIC COMMUNICATIONS**

### **(1) General**

The Club 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.

**(2) To the Club**

Any member or charity trustee of the Club may communicate electronically with the Club to an address specified by the Club for the purpose, so long as the communication is authenticated in a manner which is satisfactory to the Club.

**(3) By the Club**

- (a) Any member or charity trustee of the Club, by providing the Club with his or her email address or similar, is taken to have agreed to receive communications from the Club in electronic form at that address.
- (b) The charity trustees may, subject to compliance with any legal requirements, by means of publication on its website:
  - (i) Provide the members with the notice referred to in clause 11(3) (Notice of General Meetings);
  - (ii) Give charity trustees notice of their meetings in accordance with clause 19(1) (Calling Meetings); and
  - (iii) Submit any proposal to the members or charity trustees for decision by written resolution or postal vote in accordance with the Club's powers under clause 10 (Members' Decisions), 10(3) (Decisions taken by Resolution in Writing), or clause 11(8) the Provisions for Postal Voting],
- (c) The charity trustees must:
  - (i) Take reasonable steps to ensure that members and charity trustees are promptly notified of the publication of any such notice or proposal;
  - (ii) 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 Club must comply with its obligations under the General Regulations in relation to the keeping of, and provision of access to, registers of its members and charity trustees.

## **24. MINUTES**

The charity trustees must keep minutes of all:

- (1) Appointment of officers made by the charity trustees;
- (2) Proceedings at general meetings of the Club;
- (3) Meeting 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 accounts, and to the preparation of annual reports and returns. The statements of accounts, reports and returns must be sent to the Charity Commission, regardless of the income of the Club, 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 Club 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 Club, 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 Club on request.

## **27. DISPUTES**

If a dispute arises between members of the Club 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 clauses 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 Club; or

- (b) By a resolution passed by a 75% majority of votes cast at a general meeting of the members of the Club.
- (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 Club or persons connected with them, requires the prior written consent of the 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 any resolution altering the constitution, together with a copy of the Club's constitution as amended, must be sent to the Commission within 15 days from the date on which the resolution is passed. 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 Club may be dissolved by resolution of its members. Any decision by the members to wind up or dissolve the Club can only be made:
  - (a) At a general meeting of the members of the Club called in accordance with clause 11 (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 Club.
- (2) Subject to the payment of all the Club's debts:
  - (a) Any resolution for the winding up of the Club, or for the dissolution of the Club without winding up, may contain a provision directing how any remaining assets of the Club shall be applied.
  - (b) If the resolution does not contain such a provision, the charity trustees must decide how any remaining assets of the Club 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 Club.
- (3) The Club must observe the requirements of the Dissolution Regulations in applying to the Commission for the Club 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 Club;
    - (ii) A declaration by the charity trustees that any debts and other liabilities of the Club 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 Club 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 Club, and to any charity trustee of the Club who was not privy to the application.
- (4) If the Club is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

### 30. INTERPRETATION

In this constitution:

**"connected person"** means:

- (a) A child, parent, grandchild, grandparent, brother or sister of the charity trustee;
- (b) The spouse or civil partner of the charity trustee or of any person falling within sub-clause (a) above;
- (c) A person carrying on business in partnership with the charity trustee or with any person falling within sub-clause (a) or (b) above;
- (d) An institution which is controlled –
  - (i) By the charity trustee or any connected person falling within sub-clause (a), (b), or (c) above; or
  - (ii) By two or more persons falling within sub-clause (d)(i), when taken together
- (e) A body corporate 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.

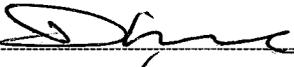
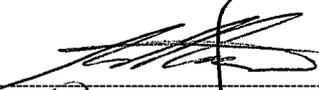
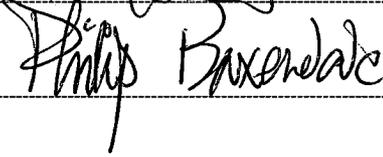
"Dissolution Regulations" means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012.

The "Communications Provisions" means the Communications Provisions in Part 10, Chapter 4 of the General Regulations.

"charity trustee" means a charity trustee of the Club.

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

Authorised by the Trustees:

Name	Signature	Date
PAUL WRIGHT		7/4/17
JAMES AITKEN		7/4/17
RICHARD J NEIL		07-04-2017
DAVID JAMES LANE		07/04/2017
ANTHONY MEAD		7/4/17
MICHAEL MORROW		07/04/2017
PHILIP BAXENDALE		07/04/2017