

# Constitution for Gressingham Village Trust

a Charitable Incorporated Organisation (registered charity number 1181569)

*the new name for the Gressingham Old School Room Trustees, registered with the Charity Commission on 15 January 2019. Based on the Charity Commission model constitution, and the Constitution for 'Gressingham Village Community Centre' in use since 1954.*

**Distributed to every home in Gressingham in March 2019.**

**The trustees named in section 9(4) will be happy to answer any questions.**

## 1. Name

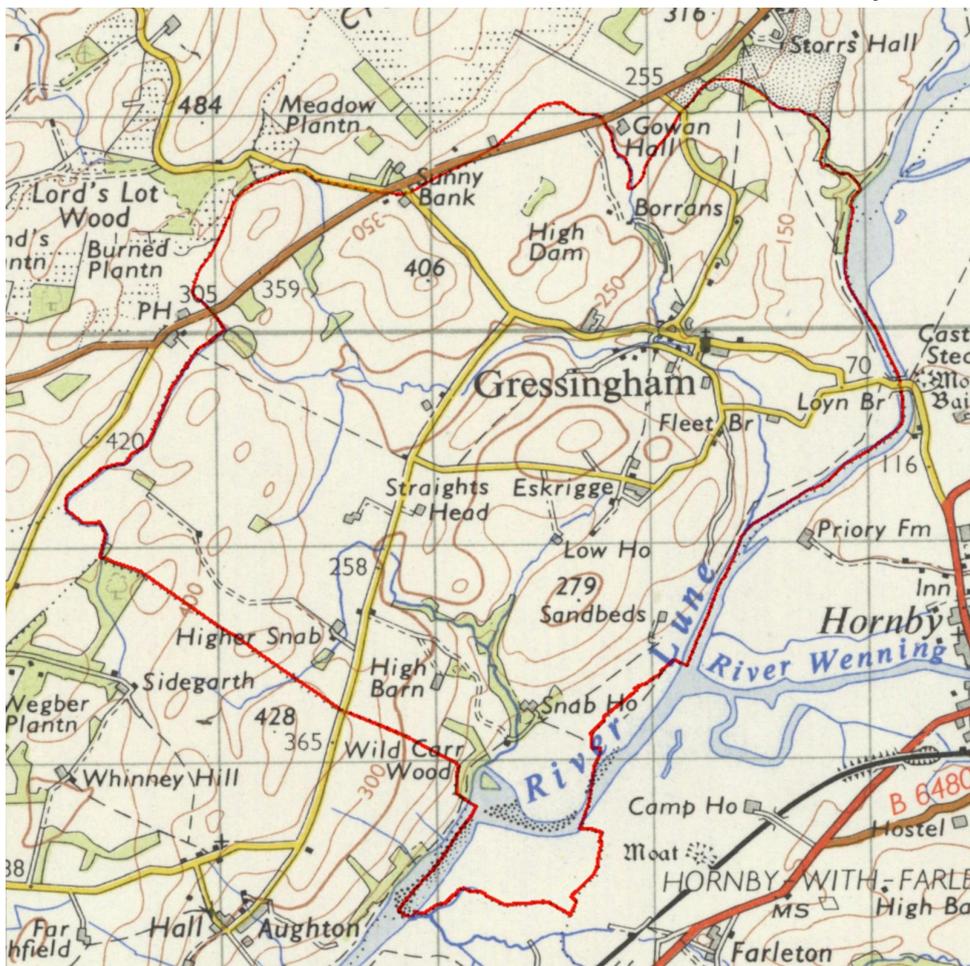
The name of the Charitable Incorporated Organisation ("the CIO") is Gressingham Village Trust.

## 2. National location of principal office

The CIO must have a principal office in England.

## 3. Object and Area of Benefit

The object of the CIO is the provision and maintenance of a building or buildings for the use of the inhabitants of the area of benefit, without distinction of political, religious or other opinions, including use for meetings, lectures, classes, religious instruction, public worship, and other forms of recreation and leisure-time occupation with the object of improving the conditions of life for the inhabitants. The area of benefit is the area enclosed by the red line on the map below.



#### **4. Powers**

The CIO has power to do anything which is calculated to further its object or is conducive or incidental to doing so. In particular, the CIO has power to: (1) buy, take on lease or in exchange, hire or otherwise acquire any property and maintain and equip it for use; (2) employ and remunerate such staff as are necessary for carrying out the work of the CIO (the CIO may employ or remunerate a charity trustee only to the extent that it is permitted to do so by clause 6 'Benefits and payments to charity trustees and connected persons' and provided it complies with the conditions of that clause); (3) deposit or invest funds, employ a professional fund-manager, and arrange for the investments or other property of the CIO to be held in the name of a nominee, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000; (4) subject to the requirements of clauses 17 and 18 below, 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); (5) subject to the requirements of clauses 17 and 18 below, borrow money and 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);

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

(1) The income and property of the CIO must be applied solely towards the promotion of the objects. (a) A charity trustee is entitled to be reimbursed from the property of the CIO or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the CIO. (b) A charity trustee may benefit from trustee indemnity insurance cover purchased at the CIO's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011. (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 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 CIO on terms preferential to those applicable to members of the public; (b) sell goods, services, or any interest in land to the CIO; (c) be employed by, or receive any remuneration from, the CIO; (d) receive any other financial benefit from the CIO; unless the payment or benefit is permitted by sub-clause (2) of this clause or authorised by the court or the prior written consent of the Charity Commission ("the Commission") has been obtained. In this clause, a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.

(2) Scope and powers permitting trustees' or connected persons' benefits. (a) A charity trustee or connected person may benefit from the operation of the CIO in accordance with the object of the CIO by virtue of being a resident of the area of benefit to the same extent as all other residents of the area of benefit. (b) A charity trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the CIO where that is permitted in accordance with, and subject to the conditions in, 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 CIO with goods that are not supplied in connection with services provided to the CIO by the charity trustee or connected person. (d) A charity trustee or connected person may receive interest on money lent to the CIO at a reasonable and proper rate which must be not more than the Bank of England bank rate (also

known as the base rate). (e) A charity trustee or connected person may receive rent for premises let by the 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 charity trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion. (f) A charity trustee or connected person may take part in the normal trading and fundraising activities of the CIO on the same terms as members of the public.

(3) Payment for supply of goods only - controls. The CIO 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 CIO and the charity trustee or connected person supplying the goods ("the supplier"); (b) the amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question; (c) the other charity trustees are satisfied that it is in the best interests of the CIO to contract with the supplier rather than with someone who is not a charity trustee or connected person (in reaching that decision the charity trustees must balance the advantage of contracting with a charity trustee or connected person against the disadvantages of doing so); (d) the supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with 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 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 CIO" includes any company in which the CIO: (i) holds more than 50% of the shares; or (ii) controls more than 50% of the voting rights attached to the shares; or (iii) has the right to appoint one or more directors to the board of the company; (b) "connected person" includes any person within the definition set out in clause 29 (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 CIO or in any transaction or arrangement entered into by the CIO 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 CIO 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 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 powers 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: (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 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 charity trustee must be a natural person. (b) No individual may serve as a charity trustee of the CIO if he or she is under the age of 16 years, or 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). (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 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 five 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 to organise the appointment of a new charity trustee in accordance with clause 10, or to appoint a new charity trustee in accordance with clause 10(3)(c). (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

This clause 9(4) takes priority over clause 10 below (but on examination will be seen to have no effect after the year 2022).

The trustees at the establishment of the charity are:

Michael Hampson (of Station House Arkholme Carnforth LA6 1AZ) who, upon the establishment of the charity, as vicar of Gressingham, and being willing and able to serve as a trustee, will continue to serve as a trustee under the terms of clause 10(2)(a) below;

Mary McClements (of Old Hall Barn Gressingham Lancaster LA2 8LW) who, upon the establishment of the charity, as sole churchwarden of Gressingham, and being willing and able to serve as a trustee, will continue to serve as a trustee under the terms of clause 10(2)(b) below;

Louise Stevens (of Birch Cottage Gressingham Lancaster LA2 8LP) who, upon the establishment of the charity, having been appointed to this role by the Parochial Church Council of Gressingham, and being willing and able to serve as a trustee, will also continue to serve as a trustee also under the terms of clause 10(2)(b) below;

Heather Bell (of Relphs Cottage Gressingham Lancaster LA2 8LP) who, upon the establishment of the charity, having been confirmed in this role by the 2018 Gressingham Annual Parish Meeting, and being willing and able to serve as a trustee, will continue to serve as a trustee under the terms of clause 10(3) below, as if she had been appointed to a four year term at the Annual Parish Meeting in 2015 to serve until the Annual Parish Meeting in 2019;

Rosie Smith (of Bay Horse House Gressingham Lancaster LA2 8LP) who, upon the establishment of the charity, having been confirmed in this role by the 2018 Gressingham Annual Parish Meeting, and being willing and able to serve as a trustee, will continue to serve as a trustee under the terms of clause 10(3) below, as if she had been appointed to a four year term at the Annual Parish Meeting in 2017 to serve until the Annual Parish Meeting in 2021;

Martin Brooks (of Walnut Tree Cottage Gressingham Lancaster LA2 8LW) who, upon the establishment of the charity, having been appointed to this role by the 2018 Gressingham Annual Parish Meeting, and being willing and able to serve as a trustee, will continue to serve as a trustee under the terms of clause 10(3) below, as if he had been appointed to a four year term at the Annual Parish Meeting in 2018 to serve until the Annual Parish Meeting in 2022; and John Hamlett (of 2 Robin Croft Gressingham Lancaster LA2 8LP) who, upon the establishment of the charity, having been appointed to this role by the 2018 Gressingham Annual Parish Meeting, and being willing and able to serve as a trustee, will continue to serve as a trustee under the terms of clause 10(3) below, as if he had been appointed to a four year term at the Annual Parish Meeting in 2016 to serve until the Annual Parish Meeting in 2020.

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

### **(1) Overview of the Structure of the Trustee Body**

It is intended that the charity will be governed by a trustee body of seven trustees, who will normally be the vicar, the two churchwardens, and four residents of the parish elected by the Annual Parish Meeting, serving overlapping four-year terms (one being elected each year). The subsections below serve to establish this pattern, and to make provision for filling casual vacancies in the trustee body, expediently when necessary.

### **(2) Ex-officio Trustees**

(a) The vicar of Gressingham shall automatically (“ex-officio”) be a trustee of the charity whilst holding that office, except that, if the vicar is unable or unwilling to serve as a trustee of the charity, or the office of vicar is vacant, a trustee can be appointed to serve in place of the vicar, this appointment being made by the bishop of the diocese, or (for a trustee to serve only until the bishop acts) by the archdeacon for the archdeaconry, or (for a trustee to serve only until the bishop or archdeacon acts) by the Parochial Church Council, or (in the event that the bishop, the archdeacon, and the Parochial Church Council, have all been asked in writing to make such an appointment, and three months have then passed with no appointment being made, for a trustee to serve only until the bishop or the archdeacon or the Parochial Church Council acts) by the trustees of the charity, the person or body appointing such a trustee having the right to dismiss and replace that trustee, and any trustee so appointed under this clause 10(2)(a) serving only until such time as both the office of vicar is filled and the vicar is willing and able to serve as a trustee of the charity.

(b) Any churchwarden of Gressingham, if willing and able to serve as a trustee of the charity, and resident in the area of benefit, shall automatically (“ex-officio”) be a trustee of the charity, whilst holding the office of churchwarden of Gressingham and resident in the area of benefit, except that, if the number of persons eligible to serve as trustees under the terms of this clause 10(2)(b) is greater than two, those persons shall decide amongst themselves, by mutual agreement or by drawing lots, which two of them are to serve as trustees, and if the number of persons eligible to serve as trustees under the terms of this clause 10(2)(b) is fewer than two, additional residents of the area of benefit can be appointed as trustees of the charity, such that the total number of trustees serving under the terms of this clause 10(2)(b) is two, by the Parochial Church Council, or (for a trustee to serve only until the Parochial Church Council acts) by the bishop of the diocese, or (for a trustee to serve only until the Parochial Church Council or the bishop acts) by the archdeacon for the archdeaconry, or (in the event that the Parochial Church Council, the bishop, and the archdeacon, have all been asked in writing to make such an appointment, and three months have then passed with no appointment being made, for a trustee to serve only until the Parochial Church Council or the bishop or the archdeacon acts) by the trustees of the charity, the person or body appointing such a trustee having the right to dismiss and replace that trustee, and any trustee appointed under this clause 10(2)(b) serving

only until such time as a churchwarden of Gressingham, who is resident in the area of benefit, and willing and able to serve as a trustee of the charity, and who is not already a trustee of the charity, chooses to begin to serve as a trustee of the charity in their place.

(c) Where a vicar or churchwarden of Gressingham is unwilling to act as a trustee of the charity, that person 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.

(d) References in this clause 10(2) to the vicar and churchwardens of Gressingham, and to the archdeacon, the bishop, and the Parochial Church Council, are references to the vicar, churchwardens, archdeacon, bishop, and Parochial Church Council, of the Church of England, with responsibility for the ecclesiastical parish that includes within its boundaries the building (or the site of the building) within the area of benefit which is indicated on the map at clause 3 by the Ordnance Survey symbol for a church with a tower, and which, at the date of this constitution, serves as the Church of England Parish Church for Gressingham, whether or not that building continues to serve as a Church of England Parish Church, whether or not that building continues to be used for public worship according to the rites and ceremonies of the Church of England, and whether or not the boundaries of the ecclesiastical parish in which it stands have changed since the date of this constitution.

### (3) Nominated Trustees

(a) A lawfully constituted Gressingham Annual Parish Meeting may appoint residents of the area of benefit to serve as trustees of the charity such that the total number of trustees serving under the terms of this clause 10(3)(a) is four; each appointment being for a term of four years, except that an appointment may be made for the remaining term of a previously-appointed trustee where that trustee has ceased to serve before the expiry of their four-year term. A year, for the purposes of this clause 10(3)(a), is the period from the end of one Annual Parish Meeting to the beginning of the next Annual Parish Meeting.

(b) In the event that the number of trustees serving under clause 10(3) is fewer than four, a lawfully constituted Gressingham Extraordinary Parish Meeting shall have the right to appoint additional residents of the area of benefit as trustees, to serve until the next lawfully constituted Annual Parish Meeting, such that the total number of trustees serving under clause 10(3) is four.

(c) In the event that a Gressingham Parish Meeting (Annual or Extraordinary) takes place, and at the conclusion of that meeting the number of trustees serving under clause 10(3) is fewer than four, the trustees of the charity may appoint additional residents of the area of benefit as trustees, to serve until the next lawfully constituted Parish Meeting, such that the number of trustees serving under clause 10(3) is four.

(d) In the event that local government reorganisation, or any change in local government legislation, results in there no longer being a statutory civil Parish Meeting exclusively for the entire area of benefit defined in clause 3, an alternative meeting shall be held to fulfil the tasks of the Parish Meeting set out in this clause 10(3) and in clause 17 below, which shall be open to all local government electors in the area of benefit, and publicised by a notice displayed in a prominent place within the area of benefit for at least fourteen clear days specifying the time and place of the intended meeting and the business to be transacted at the meeting, the annual meeting being held each year on some day between 1 March and 1 June inclusive, and each meeting (annual or extraordinary) commencing its proceedings no earlier than 6pm.

### (4) Duty to further the purposes of the charity

Each trustee, regardless of the process by which he or she became a trustee, has the same duty under clause 9(1) to act in the way he or she decides in good faith would be most likely to further the purposes of the charity.

## **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; and (b) a copy of the CIO'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 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) in the case of a trustee appointed under clause 10(3) is absent without the permission of the charity trustees from three consecutive meetings of trustees and the trustees resolve that his or her office be vacated; (c) in the case of a trustee appointed under clause 10(3) ceases to be a resident of the area of benefit and the trustees resolve that his or her office be vacated; (d) dies; (e) 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; (f) 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). (3) Any person retiring as a charity trustee is eligible for reappointment.

## **13. Taking of decisions by charity trustees**

Any decision may be taken either:

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

(b) 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 like form to which the majority of all of the charity trustees has signified their agreement; such a resolution shall be effective provided that (i) a copy of the proposed resolution has been sent, at or as near as reasonably practicable to the same time, to all of the charity trustees; and (ii) the majority of all of the charity trustees has signified agreement to the resolution in a document or documents which has or have been authenticated by their signature, by a statement of their identity accompanying the document or documents, or in such other manner as the charity trustees have previously resolved, and delivered to the CIO at its principal office or such other place as the trustees may resolve within 28 days of the circulation date.

## **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) Quorum No decision shall be taken at a meeting unless the meeting is quorate at the time when the decision is taken. (a) A meeting will be considered quorate when (i) at least five trustees are present, and (ii) at least one of the trustees present is a trustee by virtue of the terms of clause 10(2), and (iii) the number of trustees present who are trustees by virtue of clause 10(2) does not exceed the number of trustees present who are trustees by virtue of clause 10(3). (b) In the event that it is not possible to achieve the quorum specified in clause 15(3)(a) even with all the trustees present, a meeting of the trustees will be considered quorate if all trustees are present, but may act only to organise the appointment of a new charity trustee in accordance with clause 10, or to appoint a new charity trustee in accordance with clause 10(3)(c). (c) 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.

(4) Voting at meetings Questions arising at a meeting shall be decided by a majority of those eligible to vote. The chair does not have a second or casting vote.

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

(1) Any decision to: (a) sell, lease, or otherwise dispose of, all or any part of the property belonging to the CIO; (b) borrow money, or mortgage land or property; (c) amend the constitution of the CIO; (d) amalgamate the CIO with, or transfer its undertaking to, one or more other CIOs, in accordance with the Charities Act 2011; or (e) wind up or dissolve the CIO (including transferring its business to any other charity), must be made by a unanimous resolution of a general meeting of the members of the CIO held in accordance with clause 18 below (rather than a resolution of the charity trustees), the resolution being confirmed in writing and signed by all members of the CIO, and not taking effect unless and until it is endorsed by a two-thirds majority vote of a lawfully constituted Parish Meeting (clause 10(3)(d) above applies). (2) Any decision specified in sub-clause (1) of this clause must be made in accordance with the provisions of clause 27 (amendment of constitution), clause 28 (Voluntary winding up or dissolution), the provisions of the Charities Act 2011, the General Regulations, and the Dissolution Regulations, as applicable.

## **18. 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 17.

(2) Notice of general meetings of members The minimum period of notice required to hold a general meeting of the members of the CIO is 14 days. 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) Quorum at general meetings of members The quorum for a general meeting of members is seven. A member 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.

(4) Chairing of general meetings of members The members may appoint one of their number to chair their meetings and may at any time revoke such appointment.

(5) Voting at general meetings of members Questions arising at a meeting shall be decided by a majority of those present and eligible to vote, except in relation to those matters specified in clause 17 above, where the provisions of clause 17 apply. The chair does not have a second or casting vote. (6) Postal voting, proxy voting, and participation by electronic means, are not permitted.

## **19. 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: (i) who was disqualified from holding office; (ii) who had previously retired or who had been obliged by the constitution to vacate office; (iii) 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).

## **20. Execution of documents**

The CIO shall execute documents by signature. A document is validly executed by signature if it is signed by at least two of the charity trustees.

## **21. 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.

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

(3) By the CIO (a) Any member or charity trustee of the CIO, by providing the CIO with his or her email address or similar, is taken to have agreed to receive communications from the CIO in electronic form at that address, unless the member has indicated to the CIO his or her unwillingness to receive such communications in that form. (b) The charity trustees may, subject to compliance with any legal requirements, by email: (i) provide the members with the notice referred to in clause 18(2) (Notice of general meetings); and (ii) give charity trustees notice of their meetings in accordance with clause 15(1) (Calling meetings). (c) The charity trustees must 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.

## **22. 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.

## **23. 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 meetings, 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.

## **24. 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.

## **25. Rules**

The charity trustees may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the CIO, but such rules or bye laws must not be inconsistent with any provision of this constitution. Copies of any such rules or bye laws currently in force must be made available to any member of the CIO on request.

## **26. 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.

## **27. Amendment of constitution**

(1) This constitution can only be amended in accordance with the requirements of clauses 17 and 18 above. (2) Any alteration of clause 3 (Objects), clause 28 (Voluntary winding up or dissolution), this clause 27, 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.

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

(1) The CIO may be dissolved by resolution of its members in accordance with the requirements of clauses 17 and 18 above. (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.

## **29. 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. “Communications Provisions” means the Communications Provisions in the General Regulations. “Charity trustee” means a charity trustee of the CIO.

## **Notes to the constitution**

1. The map at clause 3 (Object and Area of Benefit) is reproduced from the out-of-copyright Ordnance Survey One Inch Seventh Series, made available online for non-commercial use by the National Library of Scotland. It appears here to be aligned at a slight angle, as the National Library of Scotland service places true north, rather than grid north, uppermost.

2. At the date of this constitution, the area of benefit defined in clause 3 is exactly coextensive with both the civil parish of Gressingham and the ecclesiastical parish of Gressingham, which have been identical and unchanged for at least 100 years. The area of benefit of the CIO will remain as defined in clause 3, regardless of any change that may be made at any future date to the civil parish of Gressingham or its boundary or to the ecclesiastical parish of Gressingham or its boundary.