

**DRAFT**

**CONSTITUTION for [CP-IWAS]**  
Date of constitution: **28 November 2022**

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## **PART A**

### **NAME, OBJECTS and POWERS**

#### **1. Name and Principal Office**

1.1. The name of the organisation is **CP-IWAS**. **CP-IWAS** is referred to as 'the **Charity**' in these Articles.

1.2. The principal office of the Charity is in England and Wales, at Aylesbury Campus, Oxford Road, Aylesbury, Buckinghamshire, HP21 8PD.

#### **2. Objects**

2.1. The Objects of the Charity are primarily but not exclusively the relief of persons around the world with a physical impairment, including associated traumatic and non- traumatic brain injury and related neurological conditions, by promoting the value and benefits of, providing relevant opportunity for, and encouraging and facilitating participation in, sporting activities, recreation, or other leisure time occupation.

2.2. Nothing in this constitution shall authorise an application of the property of the Charity for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and section 2 of the Charities Act (Northern Ireland) 2008.

#### **3. Powers**

The Charity has power to do anything which is calculated to further its Objects or is conducive or incidental to doing so. The Charity's powers include the power to:

##### *Fund Raising*

3.1. To raise funds in any way including by way of contributions, grants, subscriptions, entering into contracts and trading (provided that the Charity must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations); and to give or receive guarantees or indemnities.

3.2. To give or receive guarantees or indemnities.

### *Acquisition and Disposal of Assets*

- 3.3. To buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use.
- 3.4. To sell, lease or otherwise dispose of all or any part of the property belonging to the Charity on the basis that any exercise of this power must be in compliance with the Charities Act 2011.
- 3.5. To purchase, acquire and obtain an interest in any intellectual property or related rights or trade marks as considered necessary for the achievement of the Objects.
- 3.6. To construct, alter, provide, manage, maintain, furnish and fit with all the necessary furniture and other equipment any buildings and any other premises or structures or land.

### *Activities*

- 3.7. To promote and advertise the Charity's activities and to seek to influence public opinion and policy and regulation implemented or proposed to be implemented by government or statutory authorities or other public bodies by undertaking campaigning and, to the extent permitted by law, political activities.
- 3.8. To establish links with contract with or otherwise co-operate and collaborate with other charities, voluntary bodies, statutory authorities, international bodies and any other organisations as appropriate to achieve the Objects.
- 3.9. To act as international advocate on sport matters for persons with a disability, without discrimination based on disability, health, wellbeing, political persuasion, religion, economics, race, gender identity or language.
- 3.10. To act as the governing body for sports for persons with a disability and to plan, sanction, co-ordinate and organise competitions and events.
- 3.11. To promote or carry out research and publish the results of that research.
- 3.12. To publish and distribute information and hold meetings, lectures, seminars, workshops and conferences; and any other similar events.
- 3.13. To provide or utilise services, education, training, advice, support and guidance relating to the Objects.
- 3.14. To provide grants, scholarships, awards or materials.

- 3.15. To establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects.
- 3.16. To acquire, merge with or enter into any partnership or joint venture arrangement with any other charity formed for any of the Objects.
- 3.17. To set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves.
- 3.18. To accept any property upon or on special trusts, or for any institutions or purposes either specified or to be specified by some person other than the Trustees.

*People*

- 3.19. To employ and remunerate including where appropriate provision for pensions and other benefits any employees and other staff, consultants, agents and advisers as are necessary for carrying out the work of the Charity. The Charity may remunerate a Trustee only to the extent it is permitted to do so by the Articles.

*Money*

- 3.20. To make grants, donations, or loans of money and to give or receive guarantees.
- 3.21. To borrow money and to charge the whole or any part of the property belonging to the Charity as security for repayment of the money borrowed. The Charity must comply as appropriate with the Charities Act 2011 if it wishes to mortgage land.
- 3.22. To make social investments as permitted by the Charities Act 2011.
- 3.23. To open and operate bank accounts and bank facilities and to deal in such financial instruments as permitted by relevant legislation and are consistent with these Articles.
- 3.24. To accumulate and set aside funds for special purposes or as reserves.
- 3.25. To insure against any risks arising from the Charity's activities.
- 3.26. To deposit or invest funds; to invest in any investments, securities or properties; to engage the services of a professional fund-manager; and arrange

for the investments or other property of the Charity 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.

- 3.27. To provide indemnity insurance for the directors in accordance with, and subject to the conditions in the Charities Act 2011.
- 3.28. To pay out of the funds of the Charity the costs of registering the Charity both as a company and as a charity and maintaining such registrations.

*Compliance and Status*

- 3.29. To do all such things that may be required by the Charities Act 2011.
- 3.30. To convert to a charitable incorporated organisation.

**PART B**  
**INCOME AND PROPERTY;**  
**BENEFITS AND PAYMENTS**

**4. Application of income and property**

4.1. The income and property of the Charity must be applied solely towards the promotion of the Objects.

4.1.1. A Trustee is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity.

4.1.2. A Trustee may benefit from Trustee indemnity insurance cover purchased at the Charity's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.

4.2. None of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member of the Charity. This does not prevent a Member who is not also a Trustee receiving:

4.2.1. a benefit from the Charity as a beneficiary of the Charity;

4.2.2. reasonable and proper remuneration for any goods or services supplied to the Charity.

4.3. Nothing in this clause shall prevent a Trustee or connected person receiving any benefit or payment which is authorised by Article 6.

**5. Benefits and payments to Trustees and connected persons**

5.1. No Trustee or connected person may:

- a) buy or receive any goods or services from the Charity on terms preferential to those applicable to members of the public;
- b) sell goods, services, or any interest in land to the Charity;
- c) be employed by, or receive any remuneration from, the Charity;
- d) receive any other financial benefit from the Charity.

unless the payment or benefit is permitted by Article 5.2, or is authorised by the court, or the payment or benefit receives the prior written consent of the Charity Commission.

- 5.2. A Trustee or connected person may receive the following financial benefit meaning a benefit, direct or indirect, which is either money or has a monetary value.
  - 5.2.1. A Trustee or connected person may receive a benefit from the Charity as a beneficiary of the Charity provided that a majority of the Trustees do not benefit in this way.
  - 5.2.2. A 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 Charity where that is permitted in accordance with, and subject to the conditions in, section 185 to 188 of the Charities Act 2011.
  - 5.2.3. A Trustee or connected person may provide the Charity with goods that are not supplied in connection with the services provided to the Charity by the Trustee or connected person as authorised by Article 5.2.2.
  - 5.2.4. A Trustee or connected person may receive interest on money lent to the Charity at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
  - 5.2.5. A Trustee or connected person may receive rent for premises let by the Trustee or connected person to the Charity. The amount of the rent and the other terms of the lease must be reasonable and proper. The Trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
  - 5.2.6. A Trustee or connected person may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.
- 5.3. The Charity and its Trustees may only rely upon any authority provided by Article 5.2 if each of the following conditions is satisfied:
  - 5.3.1. The amount or maximum amount of the payment for the goods is set out in a written agreement between the Charity and the Trustee or connected person supplying the goods ('the supplier').

- 5.3.2. 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.
  - 5.3.3. The other Trustees are satisfied that it is in the best interests of the Charity to contract with the supplier rather than with someone who is not a Trustee or connected person. In reaching that decision the Trustees must balance the advantage of contracting with a Trustee or connected person against the disadvantages of doing so.
  - 5.3.4. 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 Charity.
  - 5.3.5. The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees is present at the meeting.
  - 5.3.6. The reason for their decision is recorded by the Trustees in writing.
  - 5.3.7. A majority of the Trustees then in office are not in receipt of remuneration or payments authorised by clause 5.2.
- 5.4. In this Article 5 the Charity includes any company in which the Charity:
- 5.4.1. holds more than 50% of the shares; or
  - 5.4.2. controls more than 50% of the voting rights attached to the shares; or
  - 5.4.3. has the right to appoint one or more directors to the board of the company;
- 5.5. The term 'connected person' includes any person within the definition set out in the Glossary to the Constitution.
- 5.6. A Trustee may also receive the following benefits from the Charity:
- 5.6.1. reasonable out-of-pocket expenses (as provided for in Article 4.1.1);
  - 5.6.2. reimbursement from the Charity of reasonable out-of-pocket expenses incurred while engaged by the Charity as a volunteer or in connection with activities conducted by the Charity;
  - 5.6.3. any payment made to a Trustee by way of indemnity.

**PART C**  
**MEMBERS OF THE CHARITY**  
**ELIGIBILITY,**  
**MEMBERSHIP POLICY**  
**AND MEMBER RESPONSIBILITIES**

**6. Membership of the Charity**

Applications for Membership

- 6.1. Membership is open to any corporate body (or an individual or corporate body that represents an organisation which is not incorporated) that is interested in furthering the Objects of the Charity (a '**Member**'). The term '**Membership**' as used in these Articles refers to the Members collectively and to the status of being a Member.
- 6.2. The Trustees shall implement a **Membership Policy**. The Membership Policy will specify the qualifications for Membership and the application process to become a Member.
- 6.3. The Trustees –
- 6.3.1. shall, if they approve an application for Membership, notify the applicant of their decision within 21 days;
  - 6.3.2. may refuse an application for Membership if the application does not fulfil the requirements of the Membership Policy and/or if they believe that it is in the best interests of the Charity for them to do so;
  - 6.3.3. 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 the refusal; and
  - 6.3.4. shall consider any such appeal, and shall inform the applicant of their decision, but any decision to confirm refusal of the application for Membership shall be final.
- 6.4. Upon acceptance as a Member the Member shall have full voting rights as provided for in the Articles and in relevant legislation.

### Membership Fees

6.5. Each Member shall pay the annual Membership fees at a rate approved by the General Assembly from time to time and according to a payment schedule stipulated by the Trustees.

### No transfer of Membership

6.6. Membership of the Charity cannot be transferred to anyone else except in the case of an individual or corporate body representing an organisation which is not incorporated, whose Membership may be transferred by the unincorporated organisation to a new representative. Such transfer of Membership does not take effect until the Charity has received written notification of the transfer.

### Termination of Membership

6.7. Membership of the Charity comes to an end if:

- 6.7.1. the relevant organisation ceases to exist; or
- 6.7.2. the Member sends a notice of resignation to the Trustees; or
- 6.7.3. the Trustees decide that it is in the best interests of the Charity that the Member in question should be removed from Membership and pass a resolution to that effect.

6.8. Membership of the Charity may be suspended or terminated (at the discretion of the Trustees) if any sum of money owed by the Member to the Charity is not paid in full within six months of its falling due.

6.9. Before the Trustees take any decision to remove or suspend any Member from Membership of the Charity they must:

- 6.9.1. inform the Member of the reasons why it is proposed to remove or suspend it from Membership;
- 6.9.2. give the Member at least 21 clear days' notice in which to make representations to the Trustees as to why it should not be removed or suspended from Membership;
- 6.9.3. at a duly constituted meeting of the Trustees, consider whether the Member should be removed or suspended from Membership;
- 6.9.4. consider at that meeting any representations which the Member makes as to why the Member should not be removed or suspended; and
- 6.9.5. allow the Member, or the Member's representative, to make those representations in person at that meeting, if the Member so chooses.

### Duty of Members

- 6.10. It is the duty of each Member to exercise its powers as a member of the Charity in the way it decides in good faith would be most likely to further the Objects of the Charity.

### Other membership categories

- 6.11. The Trustees may create associate or other classes of non-voting membership in accordance with the Membership Policy and may determine the rights and obligations of any such non-voting members (including payment of membership fees), and the conditions for admission to, and termination of membership of any such class of members.
- 6.12. Any references in this constitution to “Members” and “Membership” do not apply to such non-voting members, and non-voting members do not qualify as Members under these Articles or in relation to any relevant legislation.

**PART D**  
**MEMBER DECISION MAKING**  
**GENERAL MEETINGS and**  
**GENERAL ASSEMBLY**

**7. Members' Decisions**

- 7.1. Except for those decisions that must be taken in a particular way as indicated in Article 7.6, decisions of the Members may be taken by vote at a General Meeting as provided in Article 7.2 or by written resolution as provided in Article 7.3.
- 7.2. Subject to any other provisions of the constitution, any decision of the Members 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 General Meeting (including votes cast by postal or email ballot, and proxy votes).
- 7.3. A resolution in writing may be agreed by a simple majority of all the Members who would have been entitled to vote upon it had it been proposed at a General Meeting.
- 7.3.1. A resolution in writing may only be agreed if a copy of the proposed resolution has been sent to all the Members eligible to vote; and a simple 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 (or in the case of an organisation which is a member, by execution according to its usual procedure), by a statement of their identity accompanying the document, or in such other manner as the Charity has specified.
- 7.3.2. A resolution in writing may comprise several copies to which one or more Members has signified their agreement.
- 7.3.3. Eligibility to vote on the resolution is limited to Members who are Members on the date when the proposal is first circulated in accordance with Article 7.3.1.
- 7.4. Not less than 10% of the Members may request the Trustees to make a proposal for decision by the Members. The Trustees must within 21 days of receiving such a request comply with it if:

- 7.4.1. The proposal is not frivolous or vexatious, and does not involve the publication of defamatory material;
- 7.4.2. The proposal is stated with sufficient clarity to enable effect to be given to it if it is agreed by the Members; and
- 7.4.3. Effect can lawfully be given to the proposal if it is so agreed.

7.5. Article 7.3 applies to a proposal made at the request of Members.

#### **7.6. Decisions that must be taken in a particular way**

- 7.6.1. Any decision to remove a Trustee must be taken in accordance with Articles 16.2 and 16.3.
- 7.6.2. Any decision to amend this constitution must be taken in accordance with Article 30 (Amendment of Constitution).
- 7.6.3. Any decision to wind up or dissolve the Charity must be taken in accordance with Article 31 (Voluntary winding up or dissolution). Any decision to amalgamate or transfer the undertaking of the Charity to one or more other Charities must be taken in accordance with the provisions of the Charities Act 2011.

### **8. General Meetings of Members**

#### General Assembly

8.1. There must be a bi-ennial General Meeting of the Members in addition to any other General Meetings. The bi-ennial General Meetings shall be referred to as a General Assembly.

#### Representation

8.2. In relation to the attendance by Members at the General Assembly and General Meetings:

- 8.2.1. For the General Assembly, a Member may, in accordance with its usual decision-making process, appoint up to two delegates to attend the General Assembly, with one of those persons being authorised to exercise the decision-making powers afforded to the Member.
- 8.2.2. For any other General Meeting, a Member may, in accordance with its usual decision-making process, authorise a person to act as its representative. That person may exercise the decision-making powers afforded to the Member.

#### General Meetings

8.3. Other General Meetings of the Members may be held at any time.

8.4. All General Meetings must be held in accordance with the following provisions.

#### Calling General Meetings

8.5. The Trustees:

8.5.1. must call the General Assembly in accordance with Article 8.1, and identify it as such in the notice of the meeting; and

8.5.2. may call any other General Meeting of the Members at any time.

8.6. The Trustees must, within 21 days, call a General Meeting if:

- a) they receive a request to do so from at least 10% of the Members; and
- b) 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.

8.6.1. If, at the time of any such request, there has not been any general meeting of the Members for more than 12 months, Article 8.5 (a) shall have effect as if 5% were substituted for 10%.

8.6.2. Any such request may include particulars of a resolution that may properly be proposed, and is intended to be proposed, at the meeting.

8.6.3. A resolution may only properly be proposed if it is lawful, and is not defamatory, frivolous or vexatious.

8.6.4. Any General Meeting called by the Trustees at the request of the Members must be held within 28 days from the date on which it is called.

8.6.5. If the 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.

8.6.6. A General Meeting called in this way must be held not more than 3 months after the date when the Members first requested the meeting.

8.6.7. The Charity must reimburse any reasonable expenses incurred by the Members calling a General Meeting by reason of the failure of the Trustees to duly call the meeting, but the Charity shall be entitled to be indemnified by the Trustees who were responsible for such failure.

### Notice of General Meetings

- 8.7. The Trustees, or, as the case may be, the relevant Members, must give at least 14 clear days' notice of any General Meeting to all of the Members, and to any Trustee who is not a Member.
- 8.8. If it is agreed by not less than 90% of all Members, any resolution may be proposed and passed at the meeting even though the requirements of Article 8.7 have not been met. This does not apply where a specified period of notice is strictly required by another Article in this constitution, or by any relevant legislation or regulation.
- 8.9. The notice of any General Meeting must:
- 8.9.1. specify the format (that is in person attendance, virtual attendance using electronic facility or facilities, or a combination of the two) place, day and time of the meeting, and the general nature of the business to be transacted;
  - 8.9.2. 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; and
  - 8.9.3. if a proposal to alter the constitution of the Charity is to be considered at the meeting, include the text of the proposed alteration;
  - 8.9.4. include, with the notice for the General Assembly, the annual statement of accounts and Trustees' annual report, details of persons standing for election or re-election as Trustee, or where allowed details of where the information may be found on the Charity's website.
- 8.10. 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.
- 8.11. The proceedings of a meeting 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 Charity.

### Format of General Meetings

8.12. In relation to the format of a General Meeting:

8.12.1. The Trustees may make whatever arrangements they consider appropriate to enable those attending a General Meeting to exercise their rights to speak or vote at it and it shall set out the relevant arrangements in the relevant notice. In the case of a hybrid General Meeting this shall include whether Members may vote via electronic means or should appoint a proxy who is attending the meeting physically.

8.12.2. The Trustees may resolve to enable simultaneous attendance and participation at a General Meeting by means of any one or a combination of electronic facility or facilities; and/or at one or more physical locations, provided that all Members attending the General Meeting by whatever means are able to a) participate in the business for which the General Meeting has been convened; b) hear all persons who speak at the General Meeting; and c) be heard by all other persons present at the General Meeting.

Chairing of General Meetings

8.13. The person elected as President of the Trustees pursuant to these Articles shall, if present at the General Meeting and willing to act, preside as chair of the meeting. Subject to that, the Members who are present at a General Meeting shall elect a chair to preside at the meeting.

Quorum at General Meetings

8.14. No business may be transacted at any General Meeting unless a quorum is present when the meeting starts.

8.14.1. Subject to the following provisions, the quorum for General Meeting shall be 50% of the Members (rounded up if the number of Members is an odd number). An organisation represented by a person present at the meeting is counted as being present in person.

8.14.2. 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.

8.14.3. 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 chair 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 Members at least seven clear days before the date on which it will resume.

8.14.4. 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.

8.14.5. If at any time during the meeting a 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.

#### Voting at General Meetings

8.15. Subject to any contrary provisions in the Constitution and any restrictions imposed by relevant legislation or regulations, a decision shall be taken by a simple majority of votes cast at the meeting (including proxy and postal /electronic votes). The voting rights of Members are as specified in the Membership Policy.

8.16. A resolution put to the vote of a meeting shall be decided on a show of hands, unless (before or on the declaration of the 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.

8.17. A poll demanded on the election of a person to chair the meeting or on a 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.

8.18. A poll must be undertaken in relation to the following matters:

8.18.1. the election of Trustees;

8.18.2. the election (where relevant) of any person to sit on any committees or similar bodies established by the Charity;

8.18.3. any proposals relating to the dissolution of the Charity;

8.18.4. where relevant, proposals relating to the suspension or removal of a Member

8.19. A poll may be taken:

8.19.1. at the meeting at which it was demanded; or

8.19.2. at some other time and place specified by the chair; or

8.19.3. through the use of postal or electronic communications.

8.20. In the event of an 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.

8.21. Any objection to the qualification of any voter must be raised at the meeting at which the vote is cast and the decision of the chair of the meeting shall be final.

#### Adjournment of meetings

8.22. 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.

#### Proxy Voting and Electronic Voting

8.23. Proxy voting and electronic voting shall be regulated according to the provisions of Annex A to these Articles.

## **PART E TRUSTEES**

### **The Charity's Trustees**

#### **9. General Authority of Trustees**

9.1. The Trustees have general control of the Charity.

9.2. The Trustees shall manage the affairs of the Charity and may for that purpose exercise all the powers of the Charity. It is the duty of each Trustee:

- a) to exercise his or her powers and to perform his or her functions as a Trustee in the way he or she decides in good faith would be most likely to further the Objects of the Charity; and
- b) to exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances.

9.3. The Trustees may make reasonable standing orders, rules or regulations for the conduct and management of the Charity, subject to them being consistent with the Articles and compliant with relevant legislation.

9.4. The Trustees may establish procedures for the resolution of disputes that may arise in relation to the application of these Articles and any standing orders, rules or regulations.

#### **10. Eligibility**

10.1. Any person who is willing to act as a Trustee may be appointed to be a Trustee if that person:

- a) is a natural person aged eighteen (18) or over;
- b) is permitted to do so by law;
- c) agrees in writing to become a Trustee of the Charity; and
- d) is not otherwise disqualified from acting as a Trustee under the provisions of the Articles.

#### **11. Appointment of Trustees**

11.1. There shall be not fewer than four (4) Trustees at any time. If the number of Trustees falls below four, then the remaining Trustees may only act to call a meeting of Trustees and/or appoint new Trustees.

- 11.2. There maximum number of Trustees shall be twelve (12) although this number shall not include any Co-Opted Trustees.
- 11.3. The Trustees shall be appointed pursuant to election by the Members of the Charity.
- 11.4. Elections for Trustees shall take place at the General Assembly.
- 11.5. The Trustees may implement standing orders, regulations or rules regarding the conduct of elections for Trustees to ensure that Trustees collectively possess the skills, knowledge and experience that the Trustees need to govern, lead and deliver the Charity's Objects. These standing orders, regulations or rules may include provisions relating to election of the President and Vice-President.
- 11.6. Trustees are not permitted to appoint an alternate to act on that Trustee's behalf.

## **12. The President and Vice-President**

- 12.1. One of the Trustees shall be appointed to act as President. The President shall be responsible for leadership of the Trustees.
- 12.2. The President shall be appointed pursuant to election by the Members. This election shall take place in one of two ways:
- 12.2.1. the Members may elect an existing Trustee to serve and act as President;  
or
- 12.2.2. the Members may elect any eligible person to be a Trustee and at the same time elect that person to serve and act as President.
- 12.3. The President shall be appointed for a term of office of up to four years and may be re-appointed at the expiry of the term pursuant to election by the Members for a further term of office of up to four years, there being no limitation on the number of terms that an individual Trustee may serve (either consecutively or otherwise) as President.
- 12.4. The Members may revoke the appointment of a Trustee to act as President, but such revocation shall not of itself affect the outgoing President's position as a Trustee.
- 12.5. The Members may also appoint a Vice- President who shall deputise for the President when necessary. The Vice- President shall be appointed in the

same manner and on the same terms as specified in this Article in respect of the President.

### **13. Co-opted Trustees**

13.1. The Trustees may appoint any person to act as a Trustee on a fixed-term basis if the Trustees believe that the appointment of such a person will assist the Trustees in the discharge of their duties and responsibilities to the Charity. Such a co-opted Trustee must resign at the General Assembly following appointment or if so requested by the Trustees.

### **14. Terms of Office**

14.1. In respect of those Trustees in office on the date of adoption of these Articles, the term of office for each Trustee will be four years from the date of their appointment or if appointed more than four years prior to the adoption of these Articles, the date of their appointment shall be deemed to be November 30 2019.

14.2. Each Trustee shall hold office for a period of up to four (4) years from the date of appointment. Upon expiry of their term a Trustee shall automatically cease to hold office.

14.3. A Trustee whose term of office has expired may be re-appointed by re-election by the Members for a subsequent term of up to four years.

14.4. No Trustee may serve a term of office that encompasses more than twelve consecutive years of office. If a Trustee has completed the maximum term of office permitted by these Articles at least four years must elapse before that Trustee may be appointed again as a Trustee of the Charity.

### **15. Information for new Trustees**

15.1. The Trustees will make available to each Trustee, on or before his or her first appointment:

15.1.1. a copy of this constitution and any amendments made to it; and

15.1.2. a copy of the Charity's latest Trustees' annual report and statement of accounts.

### **16. Retirement and removal of Trustees**

- 16.1. A Trustee ceases to hold office if he or she:
- 16.1.1. retires by notifying the Charity in writing (but only if enough Trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings);
  - 16.1.2. is absent without the permission of the Trustees from all their meetings held within a period of six months and the Trustees resolve that his or her office be vacated;
  - 16.1.3. dies;
  - 16.1.4. in the written opinion, given to the Charity, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months;
  - 16.1.5. is removed by a resolution passed by a majority of the other Trustees for breaching any duty owed to the Charity, for breaching the Trustee Code of Conduct (if any is in effect), or if a majority of the Trustees believe that it would be in the best interests of the Charity for the Trustee to be removed from office.
  - 16.1.6. is removed by the Members in accordance with Article 16.2; or
  - 16.1.7. is disqualified from acting as a Trustee by virtue of sections 178-180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision) or is otherwise disqualified or rendered ineligible by any other legislation, regulation or instrument.
- 16.2. A Trustee shall be removed from office if a resolution to remove that Trustee is proposed at a properly convened General Meeting of the Members called for that purpose and the resolution is passed by a 75% majority of votes cast at the meeting.
- 16.3. A resolution to remove a Trustee in accordance with Article 16.2 shall not take effect unless the individual concerned has been given at least 14 clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been given a reasonable opportunity of making oral and/or written representations to the Members.

## **17. Reappointment of Trustees**

17.1. Any person who retires as a Trustee or whose term of office has expired is eligible for reappointment by election by the Members subject to the application of Article 14.4 regarding the maximum duration of term of office.

## **18. Taking of decisions by Trustees**

18.1. Any decision may be taken either:

18.1.1. at a meeting of the Trustees; or

18.1.2. by resolution in writing or electronic form agreed by a majority of all of the 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 Trustees has signified their agreement. Such a resolution shall be effective provided that

- a) a copy of the proposed resolution has been sent, at or as near as reasonably practicable to the same time, to all of the Trustees; and
- b) the majority of all of the 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 Trustees have previously resolved and delivered to the Charity.

## **19. Delegation by Trustees**

19.1. The 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 Trustees may at any time alter those terms and conditions or revoke the delegation.

19.2. This power is in addition to the power of delegation in the General Regulations and any other power of delegation available to the Trustees, but is subject to the following requirements:

19.2.1. a committee may consist of two or more persons, but at least one member of each committee must be a Trustee;

19.2.2. the acts and proceedings of any committee must be brought to the attention of the Trustees as a whole as soon as is reasonably practicable; and

19.2.3. the Trustees shall from time to time review the arrangements which they have made for the delegation of their powers.

## **20. The Chief Executive**

20.1. The Trustees may appoint a Chief Executive.

20.2. The Chief Executive shall have such powers as are delegated to the Chief Executive by the Trustees from time to time.

## **21. Honorary Officers**

21.1. The Trustees may from time to time confer on any person (or remove from any person) an honorary title of Patron of the Charity (or such other title as the Trustees may utilise).

21.2. The following matters shall be specified by the Trustees in an Honorary Officer Policy:

21.2.1. The process by which Honorary Officers are to be appointed;

21.2.2. The roles and responsibilities of Honorary Officers;

21.2.3. The terms of office for Honorary Officers.

21.3. Nothing in this Constitution shall prevent a Trustee being conferred with an honorary title.

## **22. Meetings and proceedings of Trustees**

### Calling Meetings

22.1. Any Trustee may call a meeting of the Trustees.

22.2. There shall be at least two (2) meetings of Trustees in any given calendar year.

### Notice

22.3. Notice of any Trustee meeting shall include:

- a) a draft agenda;
- b) the proposed date and time for the meeting;
- c) where the meeting is to take place;

- d) if it is anticipated that Trustees participating in the meeting will not be in the same place, how they should communicate with each other during the meeting.

#### Chairing of Meetings

- 22.4. The President (or Vice-President) will preside as chair of any Trustee meeting.
- 22.5. If the President and/or Vice-President is unavailable for any reason to chair a Trustee meeting, the Trustees may appoint one of their number to chair that meeting.

#### Procedure at Meetings and Quorum

- 22.6. No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken. The quorum is four Trustees, or the number nearest to one half of the total number of Trustees, whichever is greater or such larger number as the Trustees may decide from time to time. A 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.
- 22.7. Questions arising at a meeting shall be decided by a majority of those eligible to vote. In the case of an equality of votes, the chair of the meeting shall have a second or casting vote.

#### Participation in meetings by electronic means

- 22.8. Trustee meetings may be held in person, by telephone, or by suitable electronic means agreed by the Trustees by which all participants may communicate with other participants. Trustees may not appoint alternates to attend on their behalf.
- 22.9. Any Trustee participating at a meeting by suitable electronic means agreed by the Trustees in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting.
- 22.10. Meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes.

#### Conflicts of Interest and Conflicts of Loyalty

- 22.11. A Trustee must:

- 22.11.1. declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared; and,
- 22.11.2. absent himself or herself from any discussions of the 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 Charity and any personal interest (including but not limited to any financial interest).
- 22.12. Any 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 Trustees on the matter.

### Saving Provisions

- 22.13. Subject to this clause, all decisions of the Trustees, or of a committee of Trustees, shall be valid notwithstanding the participation in any vote of a Trustee:
- 22.13.1. who was disqualified from holding office;
- 22.13.2. who had previously retired or who had been obliged by the constitution to vacate office;
- 22.13.3. who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise;
- 22.14. if, without the vote of that Trustee and that Trustee being counted in the quorum, the decision has been made by a majority of the Trustees at a quorate meeting.
- 22.15. Article 24.1 does not permit a Trustee to keep any benefit that may be conferred upon him or her by a resolution of the Trustees or of a committee of Trustees if, but for Article 24.1 the resolution would have been void, or if the Trustee has not complied with Article 22.11 (Conflicts of interest).

### Indemnity

- 22.16. The Charity shall indemnify Trustees (including former Trustees) against any liability incurred by Trustees in their capacity as Trustees, to the extent permitted by the General Regulations and the Charities Acts.

## **PART F**

### **ADMINISTRATIVE PROVISIONS**

#### **23. Limitation on Liability**

- 23.1. If the Charity is wound up, each Member of the Charity is liable to contribute to the assets of the Charity a sum not exceeding £1 as may be required for payment of the debts and liabilities of the Charity contracted before that person or organisation 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 among themselves.
- 23.2. In Article 23.1 'Member' includes any person or organisation that was a member of the Charity within 12 months before the commencement of the winding up.
- 23.3. Subject to Article 26.1 the Members of the Charity have no liability to contribute to its assets if it is wound up, and accordingly have no personal responsibility for the settlement of its debts and liabilities beyond the amount that they are liable to contribute.

#### **24. Execution of Documents**

- 24.1. The Charity shall execute documents by signature or by affixing its seal (if it chooses to use one).
- 24.2. A document is validly executed by signature if it is signed by at least two of the Trustees.
- 24.3. If the Charity uses a seal the use must comply with the General Regulations and only be used with the authority of the Trustees or a committee of the Trustees duly authorised by the Trustees. The Trustees may determine who shall sign any document to which the seal is affixed and unless otherwise determined it shall be signed by two Trustees.

#### **25. Use of electronic communications**

- 25.1. The Charity will comply with the requirements of the Communications Provisions in the General Regulations and in particular 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; and any requirements to provide information to the Commission in a particular form or manner.

- 25.2. Any Member or Trustee may communicate electronically with the Charity to an address specified by the Charity for the purpose, so long as the communication is authenticated in a manner which is satisfactory to the Charity.
- 25.3. Any Member or Trustee, by providing the Charity with an email address or similar, is taken to have agreed to receive communications from the Charity in electronic form at that address, unless the Member has indicated to the Charity an unwillingness to receive such communications in that form.
- 25.4. The Trustees may, subject to compliance with any legal requirements, by means of publication on its website –
- a) provide the Members with the notice of general meetings;
  - b) give Trustees notice of their meetings
  - c) submit any proposal to the Members or Trustees for decision by written resolution in accordance with the Charity's powers under Article 7
- 25.5. The Trustees must:
- 25.5.1. take reasonable steps to ensure that the Members and Trustees are promptly notified of the publication of any such notice or proposal;
  - 25.5.2. send any such notice or proposal in hard copy form to any Member or Trustee who has not consented to receive communications in electronic form.

## **26. Keeping of Registers**

- 26.1. The Charity will comply with all relevant obligations including those under the General Regulations in relation to the keeping of, and provision of access to, registers of its members and Trustees.

## **27. Minutes**

- 27.1. The Trustees must keep minutes of all:
- 27.1.1. appointments of officers made by the Trustees;
  - 27.1.2. proceedings at General Meetings of the Charity;
  - 27.1.3. meetings of the Trustees and committees of 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;
  - 27.1.4. decisions made by the Trustees otherwise than in meetings.

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

- 28.1. The Trustees must comply with all relevant legislative and regulatory requirements concerning reporting.
- 28.2. The 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 Charity, within 10 months of the financial year end.
- 28.3. The Trustees must comply with their obligation to inform the Commission within 28 days of any change in the particulars of the Charity entered on the Central Register of Charities.

## **29. Disputes**

- 29.1. If a dispute arises between Members 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.

## **30. Amendment of Constitution**

- 30.1. This constitution can only be amended:
- 30.1.1. by resolution agreed in writing by all Members; or
  - 30.1.2. by a resolution passed by a 75% majority of votes cast at a General Meeting of the Members.
- 30.2. Any alteration of Article 3 (Objects), Article 31 (Voluntary winding up or dissolution), this clause, or of any provision where the alteration would provide authorisation for any benefit to be obtained by Trustees or Members or persons connected with them, requires the prior written consent of the Charity Commission.
- 30.3. No amendment that is inconsistent with the provisions of the Charities Act 2011 the General Regulations or any other applicable legislation or regulation shall be valid.

- 30.4. A copy of any resolution altering the constitution, together with a copy of the Charity'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.

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

- 31.1. The Charity may be dissolved by resolution of its Members in accordance with the Dissolution Regulations. Any decision by the Members to wind up or dissolve the Charity can only be made:

31.1.1. at a General Meeting of the Members called in accordance with Article 8 (Meetings of Members), of which not less than 14 days' notice has been given to those eligible to attend and vote:

31.1.2. by a resolution passed by a 75% majority of those voting, or

31.1.3. 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

31.1.4. by a resolution agreed in writing by all Members.

- 31.2. Subject to the payment of all the Charity's debts:

31.2.1. Any resolution for the winding up of the Charity, or for the dissolution of the Charity without winding up, may contain a provision directing how any remaining assets of the Charity shall be applied.

31.2.2. If the resolution does not contain such a provision, the Trustees must decide how any remaining assets of the Charity shall be applied.

31.2.3. In either case the remaining assets must be applied for charitable purposes the same as or similar to those of the Charity.

- 31.3. The Charity must observe the requirements of the Dissolution Regulations in applying to the Commission for the Charity to be removed from the Register of Charities.

## PART G

### GLOSSARY AND INTERPRETATION

32. Unless the context otherwise requires, words and expressions used in this Constitution bear the same meaning as in the Charities Acts, and the following terms shall have the meaning ascribed to them as detailed below:

President	The Chair of the Trustees as appointed by the Members.
<b>Charities Act 2011/Charities Act</b>	The Charities Act 2011 as amended or re-enacted including any subsidiary legislation.
<b>Charity</b>	CP-IWAS
<b>Charity Commission/Commission</b>	The Charity Commission for England & Wales.
<b>Connected Person/ connected person</b>	<ul style="list-style-type: none"> <li>a) a child, parent, grandchild, grandparent, brother or sister of the charity trustee;</li> <li>b) the spouse or civil partner of the charity trustee or of any person falling within sub- clause (a) above;</li> <li>c) a person carrying on business in partnership with the charity trustee or with any person falling within sub-clause (a) or (b) above;</li> <li>d) an institution which is controlled by the charity trustee or any connected person falling within (a), (b), or (c) above; or by two or more persons falling within sub-clause (d)(i), when taken together</li> <li>e) a body corporate in which the charity trustee or any connected person falling within sub-clauses (a) to (c) has a substantial interest; or</li> <li>f) two or more persons falling within sub-clause (e)(i) who, when taken</li> </ul>

	together, have a substantial interest.
<b>Constitution</b>	The constitution of the Charity being this document and any subsequent version as amended
<b>Dissolution Regulations</b>	Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012
<b>General Meeting</b>	A meeting of the Members of the Charity.
<b>General Regulations</b>	Charitable Incorporated Organisations (General) Regulations 2012
<b>Member</b>	An organisation that is a member of the Charity.
<b>Poll/poll</b>	a counted vote or ballot, usually (but not necessarily) in writing
<b>Trustee</b>	a charity Trustee of the Charity

## **ANNEX A**

### **PROXY VOTING AND ELECTRONIC VOTING**

#### **1. Proxy Voting**

- 1.1.A Member 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. Proxies must be appointed by a notice in writing (a 'proxy notice') which:
  - 1.1.1. states the name and address of the Member appointing the proxy;
  - 1.1.2. identifies the person appointed to be that Member's proxy and the General Meeting in relation to which that person is appointed;
  - 1.1.3. is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Charity may determine; and
  - 1.1.4. is delivered to the Charity in accordance with any instructions contained in the notice of the General Meeting to which they relate.
- 1.2.The Charity may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 1.3.Proxy notices 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.
- 1.4.Unless a proxy notice indicates otherwise, it must be treated as 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 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.
- 1.5.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 Charity by or on behalf of that Member.
- 1.6.An appointment under a proxy notice may be revoked by delivering to the Charity a notice in writing given by or on behalf of the Member by whom or on whose behalf the proxy notice was given.
- 1.7.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.
- 1.8.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.

## 2. Electronic Voting

- 2.1. The Charity may, if the Trustees so decide, allow the Members to vote electronic mail ('email') to elect Trustees or to make a decision on any matter that is being decided at a General Meeting.
- 2.2. The Trustees must appoint at least two persons independent of the Charity to serve as scrutineers to supervise the conduct of the email ballot and the counting of votes.
- 2.3. If email voting is to be allowed on a matter, the Charity must send to Members an explanation of the purpose of the vote and the voting procedure to be followed by the member, and a voting form capable of being returned by email to the Charity, containing details of the resolution being put to a vote.
- 2.4. The voting procedure for votes cast by email must require the Member's name to be at the top of the email, and the email must be authenticated in the manner specified in the voting procedure. Email votes must be returned to an email address used only for this purpose and must be accessed only by a scrutineer.
- 2.5. The voting procedure must specify the closing date and time for receipt of votes, and must state that any votes received after the closing date or not complying with the voting procedure will be invalid and not be counted.
- 2.6. The scrutineers must make a list of names of members casting valid votes, and a separate list of members casting votes which were invalid. These lists must be provided to a Charity trustee or other person overseeing admission to, and voting at, the General Meeting. A member who has cast a valid email vote must not vote at the meeting, and must not be counted in the quorum for any part of the meeting on which he, she or it has already cast a valid vote. A member who has cast an invalid vote by email is allowed to vote at the meeting and counts towards the quorum.
- 2.7. Votes cast by email must be counted by all the scrutineers before the meeting at which the vote is to be taken. The scrutineers must provide to the person chairing the meeting written confirmation of the number of valid votes received by email and the number of votes received which were invalid. The scrutineers must not disclose the result of the email ballot until after votes taken by hand or by poll at the meeting, or by poll after the meeting, have been counted. Only at this point shall the scrutineers declare the result of the valid votes received, and these votes shall be included in the declaration of the result of the vote.
- 2.8. Following the final declaration of the result of the vote, the scrutineers must provide to a Trustee or other authorised person bundles containing the evidence of members submitting valid email votes; evidence of invalid votes; the valid votes; and the invalid votes. Any dispute about the conduct of an email ballot must be referred initially to a panel set up by the Trustees, to consist of two Trustees and two persons independent of the Charity.