



## **Churches Together in Cumbria Constitution**

Date of constitution (last amended):

### **1. Name**

The name of the Charitable Incorporated Organisation is

Churches Together in Cumbria

### **2. National location of principal office**

The principal office of Churches Together in Cumbria is in England

### **3. Object**

The object of Churches Together in Cumbria is the advancement of the Christian religion, the relief of poverty and the advancement of education and any other purposes which are charitable according to the law of England and Wales

### **4. Powers**

Churches Together in Cumbria has power to do anything which is calculated to further its object or is conducive or incidental to doing so. In particular the powers of Churches Together in Cumbria include power to:

- (1) borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed. Churches Together in Cumbria must comply as appropriate with 124 and 125 of the Charities Act 2011 if it wishes to mortgage land.
- (2) buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use.
- (3) sell, lease or otherwise dispose of all or any part of the property belonging to Churches Together in Cumbria. In exercising this power, the Churches Together in Cumbria must comply as appropriate with sections 117 and 119-123 of the Charities Act 2011;
- (4) employ and remunerate such staff as are necessary for carrying out the work of Churches Together in Cumbria. Churches Together in Cumbria may employ or remunerate a charity trustee only to the extent that it is permitted

to do so by clause 6 (Benefits and payments to charity trustees and connected persons) and provided it complies with the conditions of those clauses;

- (5) deposit or invest funds, employ a professional fund manager, and arrange for the investments or other property of Churches Together in Cumbria to be held in the name of a nominee in the same manner and subject to the same conditions as the trustees are permitted to do by the Trustee Act 2000;

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

- (1) The income and property of Churches Together in Cumbria must be applied solely towards the promotion of the objects:
- (a) A charity trustee is entitled to be reimbursed from the property of Churches Together in Cumbria or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of Churches Together in Cumbria.
  - (b) A charity trustee may benefit from trustee indemnity insurance cover purchased at the expense of Churches Together in Cumbria in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.
- (2) None of the income and property of Churches Together in Cumbria may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of Churches Together in Cumbria. This does not prevent a member who is not also a charity trustee receiving:
- (a) a benefit from Churches Together in Cumbria as a beneficiary of Churches Together in Cumbria;
  - (b) reasonable and proper remuneration for any goods or services supplied to Churches Together in Cumbria.
- (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 provision**

No charity trustee or connected person may:

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

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

**(2) Scope and powers permitting trustees’ connected person’s benefits**

- (a) A charity trustee or connected person may receive a benefit from Churches Together in Cumbria as a beneficiary of Churches Together in Cumbria provided that a majority of the trustees do not benefit in this way.
- (b) A charity trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to Churches Together in Cumbria where that is permitted in accordance with, and subject to the conditions in, section 185 to 188 of the Charities Act 2011.
- (c) Subject to sub-clause (3) of this clause a charity trustee or connected person may provide Churches Together in Cumbria with goods that are not supplied in connection with services provided to Churches Together in Cumbria by the charity trustee or connected person.
- (d) A charity trustee or connected person may receive interest on money lent to Churches Together in Cumbria at a reasonable and proper rate which must not be more than the Bank of England bank rate (also known as the base rate).
- (e) A charity trustee or connected person may receive rent for premises let by the trustee or connected person to Churches Together in Cumbria. 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 lease are under discussion.
- (f) A charity trustee or connected person may take part in the normal trading and fundraising activities of Churches Together in Cumbria on the same terms as members of the public.

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

Churches Together in Cumbria 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 Churches Together in Cumbria 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 Churches Together in Cumbria to contract with the supplier rather than with someone who is not a charity trustee or connected person. In reaching that decision the charity trustees must balance the advantage of contracting with a charity trustee or connected person against the disadvantages of doing so.
- (d) The supplier is absent from the part of any meeting at which there is a discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to 'Churches Together in Cumbria'.
- (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 the 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):**

- (a) Churches Together in Cumbria includes any company in which Churches Together in Cumbria:
  - (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 30 (interpretation)

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

A charity trustee must:

- (1) declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with Churches Together in Cumbria or in any transaction or arrangement entered into by Churches Together in Cumbria which has not previously been declared; and
- (2) absent himself or herself from any discussion 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 Churches Together in Cumbria and any personal interest (including but not limited to any financial interest).

Any charity trustee absenting himself or herself from any discussion 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 Churches Together in Cumbria if it is wound up**

If Churches Together in Cumbria is wound up, the members of Churches Together in Cumbria have no liability to contribute to its assets and no personal responsibility for settling its debts and liabilities.

## **9. Membership of Churches Together in Cumbria**

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

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

Membership of Churches Together in Cumbria is open to any Christian individual or group who is interested in furthering its purpose, and who, by applying for membership, had indicated his, her or its agreement to become a member and acceptance of the duty set out in sub-clause (3) of this clause.

A member may be an individual, a corporate body, or an individual or corporate body representing an organisation which is not incorporated.

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

The charity trustees:

- (i) may require applications for membership to be made in any reasonable way that they decide;
- (ii) shall, if they approve an application for membership, notify the applicant of their decision within 28 days
- (iii) may refuse an application for membership if they believe that it is in the best interests of Churches Together in Cumbria for them to do so;<sup>1</sup>
- (iv) shall, if they decide to refuse an application for membership, give the applicant their reasons for doing so, within 28 days of the decision being taken, and give the applicant the opportunity to appeal against the refusal; and
- (v) shall give fair consideration to any such appeal, and shall inform the applicant of their decision, but any decision to confirm refusal of the application for membership shall be final.

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

Membership of Churches Together in Cumbria 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 unincorporated organisation to a new representative. Such transfer of membership does not take effect until Churches Together in Cumbria has received written notification of the transfer.

<sup>1</sup>Membership cannot be granted to groups or individual whose beliefs and practices are contrary to the Christian Faith and Scriptures.

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

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

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

- (a) Membership of Churches Together in Cumbria comes to an end if:
  - (i) the member dies, or, in the case of an organisation or the representative of an organisation, that organisation ceases to exist; or
  - (ii) the member sends a notice of resignation to the charity trustees; or
  - (iii) any sum of money owed by the member to Churches Together in Cumbria is not paid in full within six months of its falling due; or
  - (iv) the charity trustees decide that it is in the best interests of Churches Together in Cumbria that the member in question should be removed from membership and pass a resolution to that effect.
- (b) Before the charity trustees take any decision to remove someone from membership of Churches Together in Cumbria they must:
  - (i) inform the member of the reasons why it is proposed to remove him, her or it from membership;
  - (ii) give the member at least 28 clear days' notice in which to make representations to the charity trustees as to why he, she or it should not be removed from membership;
  - (iii) at a duly constituted meeting of the charity trustees, consider whether or not the member should be removed from membership;
  - (iv) consider at that meeting any representations which the member makes as to why the member should not be removed; and
  - (v) allow the member, or the member's representative, to make those representations in person at that meeting, if the member so chooses.

**(5) Membership fees**

Churches Together in Cumbria may require members to pay reasonable membership fees to Churches Together in Cumbria.

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

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

**10. Members’ decisions****(1) General provisions**

Except for those decisions that must be taken in a particular way as indicated in sub-clause (4) of this clause, decisions of the members of Churches

Together in Cumbria may be taken either by vote at a general meeting as provided in the sub-clause (2) of this clause or by written resolution as provided in sub-clause (3) of this clause.

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

Subject to sub-clause (4) of this clause, any decision of the members of Churches Together in Cumbria 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 meeting, including votes cast by postal or email ballot, and proxy votes.

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

- (a) Subject to sub-clause (4) of this clause, a resolution in writing agreed by a simple majority of all members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective, provided that:
  - (i) a copy of the proposed resolution has been sent to all members eligible to vote; and

- (ii) a simple majority of members has signed 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 Churches Together in Cumbria has specified.
- (b) The resolution in writing may comprise several copies to which one or more members has signified their agreement.
- (c) Eligibility to vote on the resolution is limited to members who are members of Churches Together in Cumbria on the date when the proposal is first circulated in accordance with paragraph (a) above.
- (d) Not less than 10% of the members of Churches Together in Cumbria may request the charity trustees to make a proposal for the decision by the members.
- (e) The charity trustees must within 28 days of receiving such a request comply with it if:
  - (i) The proposal is not frivolous or vexatious, and does not involve the publication of defamatory material;
  - (ii) The proposal is stated with sufficient clarity to enable effect to be given to it if it is agreed by the members; and
  - (iii) Effect can lawfully be given to the proposal if it is so agreed.
- (f) Sub-clauses (a) and (c) of this clause apply to a proposal made at the request of members.

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

- (a) Any decision to remove a trustee must be taken in accordance with clause 15(2)
- (b) Any decision to amend this constitution must be taken in accordance with clause 28 of this constitution (Amendment of Constitution)
- (c) Any decision to wind up or dissolve Churches Together in Cumbria must be taken in accordance with clause 29 of this constitution (Voluntary winding up or dissolution). Any decisions to amalgamate or transfer the undertaking of Churches Together in Cumbria to one or more other CIOs must be taken in accordance with the provisions of the Charities Act 2011.



## **11. General meetings of members**

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

There must be an annual general meeting (AGM) of the members of Churches Together in Cumbria. The first AGM must be held within 18 months of the registration of Churches Together in Cumbria, and subsequent AGMs must be held at intervals of not more than 15 months. The AGM must receive the annual statement of accounts, duly audited or examined where applicable, and the trustees' annual report, and must elect trustees as required under clause 13

Other general meetings of the members of Churches Together in Cumbria may be held at any time.

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

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

- (a) The charity trustees:
  - (i) must call the annual general meeting of the members of the Churches Together in Cumbria in accordance with sub-clause (1) of this clause, and identify it as such in the notice of the meeting; and
  - (ii) may call any other general meeting of the members at any time.
- (b) The charity trustees must, within 28 days, call a general meeting of the members of Churches Together in Cumbria if:
  - (i) they receive a request to do so from at least 10% of the members of Churches Together in Cumbria; and
  - (ii) the request states the general nature of the business to be dealt with at the meeting and is authenticated by the member(s) making the request.
- (c) If, at the time of any such request, there has not been any general meeting of the members of Churches Together in Cumbria for more than 12 months, then the sub-clause (b)(i) of this clause shall have effect as if 5% were substituted for 10%.
- (d) Any such request may include particulars of a resolution that may properly be proposed, and it intended to be proposed, at the meeting.
- (e) A resolution may only properly be proposed if it is lawful and is not defamatory, frivolous or vexatious.
- (f) Any general meeting called by the charity trustees at the request of the members of Churches Together in Cumbria must be held within 28 days from the date on which it is called.

- (g) If the charity trustees fail to comply with this obligation to call a general meeting at the request of its members, then the members who requested the meeting may themselves call a general meeting.
- (h) 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.
- (i) Churches Together in Cumbria must reimburse any reasonable expenses incurred by members calling a general meeting by reason of the failure of the charity trustees to duly call the meeting, but Churches Together in Cumbria shall be entitled to be indemnified by the charity trustees who were responsible for such failure.

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

- (a) The charity trustees, or, as the case may be, the relevant members of Churches Together in Cumbria, must give at least 14 clear days' notice of any general meeting to all of the members, and to any charity trustee of the Churches Together in Cumbria who is not a member.
- (b) If it is agreed by not less than 75% of all members of Churches Together in Cumbria, any resolution may be proposed and passed at the meeting at the meeting even though the requirements of sub- clause (3)(a) of this clause have not been met. This sub-clause does not apply where a specified period of notice is strictly required by another clause in this constitution, by the Charities Act 2011 or by the General Regulations.
- (c) The notice of any general meeting must:
  - (i) state the date and time of the meeting;
  - (ii) give the address at which the meeting is to take place;
  - (iii) give particulars of any resolution which is to be moved at the meeting, and of the general nature of any other business to be dealt with at the meeting; and
  - (iv) if a proposal to alter the constitution of Churches Together in Cumbria is to be considered at the meeting, include the text of the proposed alteration.
  - (v) include, with the notice for the AGM, the annual statements of accounts and trustee's annual report, details of persons standing for election or re-election as trustee, or where allowed under clause 22 (use of electronic communication), details of where the information may be found on Churches Together in Cumbria's website.
- (d) Proof that an envelope containing a notice was properly addressed, prepaid and posted; or that an electronic form of notice was properly addressed and sent, shall be conclusive evidence that the notice was given. Notice shall be deemed to be given 48 hours after it was posted or sent.

- (e) The proceedings of 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 Churches Together in Cumbria.

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

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

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

- (a) No business may be transacted at any general meeting of the members of Churches Together in Cumbria unless a quorum is present when the meeting starts.
- (b) Subject to the following provision, the quorum for general meetings shall be the greater of 5% or three members. An organisation represented by a person present at the meeting in accordance with sub-clause (7) of this clause, is counted as being present in person.
- (c) If the meeting has been called by or at the request of the members and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the meeting is closed.
- (d) If the meeting has been called in any other way and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the chair must adjourn the meeting. The date, time and place at which the meeting will resume must be notified to the members of Churches Together in Cumbria at least seven clear days before the date on which it will resume.
- (e) If a quorum is not present within 15 minutes of the start time of the adjourned meeting, the member or members present at the meeting constitute a quorum.
- (f) If at any time during the meeting a quorum ceases to be present, the meeting may discuss issues and make recommendations to the trustees but may not make decisions. If decisions are required which must be made by a meeting of the members, the meeting must be adjourned.

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

- (a) Any decision other than one falling within clause 10(4) (Decisions that must be taken in a particular way) shall be taken by a simple majority of votes cast at the meeting [(including proxy and postal votes)]. Every member has one vote [unless otherwise provided in the rights of a particular class of membership under this constitution].

- (b) 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 meetings.
- (c) 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.
- (d) A poll may be taken:
  - (i) at the meeting at which it was demanded; or
  - (ii) at some other time and place specified by the chair; or
  - (iii) through use of postal or electronic communications.
- (e) 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 second, or casting vote.
- (f) 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.

## **(7) Proxy voting**

- (a) Any member of Churches Together in Cumbria may appoint another person as a proxy to exercise all or any of that member's rights to attend speak and vote at a general meeting of Churches Together in Cumbria. Proxies must be appointed by a notice in writing (a "proxy notice") which:
  - (i) states the name and address of the member appointing the proxy
  - (ii) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed.
  - (iii) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as Churches Together in Cumbria may determine; and
  - (iv) is delivered to Churches Together in Cumbria in accordance with the constitution and any instructions contained in the notice of the general meeting to which they relate.

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

## **(8) Postal Voting**

- (a) Churches Together in Cumbria may, of the charity trustees so decide, allow the members to vote by post or electronic mail to elect charity trustees or to make a decision on any matter that is being decided at a general meeting of the members.
- (b) The charity trustees must appoint at least two persons independent of Churches Together in Cumbria to serve as scrutineers to supervise the conduct of the postal/email ballot and the counting of votes.
- (c) If postal and/or email voting is to be allowed on a matter, Churches Together in Cumbria must send to the members of Churches Together in Cumbria not less than 21 days before the deadline for receipt of votes cast in this way:

- (i) a notice by email, if the member has agreed to receive notices in this way under clause [21] (Use of electronic communication), including 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 or post to Churches Together in Cumbria, containing details of the resolution being put to a vote, or of the candidates for election, as applicable;
  - (ii) a notice by post to all other members, including a written explanation of the purpose of the postal vote and the voting procedure to be followed by the member; and a postal voting form containing details of the resolution being put to a vote, or of the candidates for election, as applicable.
  
- (d) The voting procedure must require all forms to be returned by post to be in an envelope with the member's name and signature, and nothing else, on the outside, inside another envelope addressed to "The Scrutineers for Churches Together in Cumbria at the principal office of Churches Together in Cumbria or such postal address as is specified in the voting procedure.
  
- (e) 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.
  
- (f) Email votes must be returned to an email address used only for this purpose and must be accessed only by a scrutineer.
  
- (g) 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.
  
- (h) The scrutineers must make a list 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 postal or 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 post or email is allowed to vote at the meeting and counts towards the quorum.
  
- (i) For postal votes, the scrutineers must retain the internal envelopes (with the member's name and signature). For email votes, the scrutineers must cut off and retain any part of the email that includes the member's name. In each case, a scrutineer's name must record on this evidence of the member's name that the vote has been counted, or if the vote has been declared invalid, the reason for such a declaration.

- (j) Votes cast by post or 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 post and email and the number of votes received which were invalid.
- (k) The scrutineers must not disclose the result of the postal/email ballot until after votes taken by hand or by poll at 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.
- (l) Following the final declaration of the result of the vote, the scrutineers must provide to a charity trustee or other authorised person bundles containing the evidence of members submitting valid postal votes; evidence of members submitting valid email votes; evidence of invalid votes; the valid votes; and the invalid votes.
- (m) Any dispute about the conduct of a postal or email ballot must be referred initially to a panel set up by the charity trustees, to consist of two trustee and two persons independent of 'Churches Together in Cumbria'. If the dispute cannot be satisfactorily resolved by the panel, it must be referred to the Electoral Reform Services.

## **(9) Representation of organisations and corporate members**

An organisation or a corporate body that is a member of Churches Together in Cumbria may, in accordance with its usual decision-making process, authorise a person to act as its representative at any general meeting of Churches Together in Cumbria.

The representative is entitled to exercise the same powers on behalf of the organisation or corporate body as the organisation or corporate body could exercise as an individual member of Churches Together in Cumbria.

## **(10) Adjournment of meetings**

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

## **12. Charity Trustees**

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

The charity trustees shall manage the affairs of Churches Together in Cumbria and may for that purpose exercise all the power of Churches Together in Cumbria. It is the duty of each charity trustee:

- (a) to exercise his or her powers and to perform his or her functions as a trustee of Churches Together in Cumbria in the way he or she decides in good faith would be most likely to further the purposes of Churches Together in Cumbria; 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 Churches Together in Cumbria in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.

## **(2) Eligibility for trusteeship**

- (a) Every charity trustee must be a natural person.
- (b) No one may be appointed as a charity trustee:
- If he or she is under the age of 16 years; or
  - If he or she would automatically cease to hold office under the provisions of clause [15(1)(f)].
- (c) No one is entitled to act as a charity trustee whether on appointment or 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 Churches Together in Cumbria must be 18 years of age or over.

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

- (a) There must be at least three charity trustees. If the number falls below this minimum, the remaining trustee or trustees may act only to call a meeting of the charity trustees or appoint a new charity trustee.
- (b) The maximum number of charity trustees is 12. The charity trustees may not appoint any charity trustee if as a result the number of charity trustees would exceed the maximum.

## **(4) First charity trustees**

The first charity trustees of Churches Together in Cumbria are:

Bill Bewley  
 Paul Myles Burden  
 Cameron James Butland  
 John Andrew Dodd  
 Katherine Mary Dodd  
 Sheila Frances Goodliffe  
 Lucie Ann Lunn  
 Brian Richard Pateman  
 David George Pitkeathly  
 Nicola Reynolds  
 David Anthony Richardson  
 Richard John Snow



### 13. Election of charity trustees

- (a) At every annual general meeting of the members of Churches Together in Cumbria, one third of the elected charity trustees shall retire from office. If the number of elected charity trustees is not three or a multiple of three, then the number nearest to one third shall retire from office, but if there is only one charity trustee, he or she shall retire:
- (b) The charity trustees to retire by rotation shall be those who have been longest in office since their last election or re-election. If any trustees were last elected or re-elected on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot;
- (c) The vacancies so arising may be filled by the decision of the members at the annual general meeting; any vacancies not filled at the annual general meeting may be filled as provided by the sub-clause (e) of this clause;
- (d) The members or the charity trustees may at any time decide to appoint a new charity trustee, whether in place of a charity trustee who has retired or been removed in accordance with clause 15 (Retirement and removal of charity trustees), or as an additional charity trustee, provided that the limit specified in clause 12(3) on the number of charity trustees would not as a result be exceeded.
- (e) A person so elected by the members of Churches Together in Cumbria shall retire in accordance with the provisions of sub- clauses (b) and (c) of this clause. A person so elected by the charity trustees shall retire at the conclusion of the annual general meeting next following the date of his or her election, and shall not be counted for the purpose of determining which of the charity trustees is retire by rotation at that meeting.

### 14. 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 this constitution and any amendments made to it: and
- (b) a copy of Churches Together in Cumbria's latest trustees' annual report and statement of accounts.

### 15. Retirement and removal of charity trustees

- (1) A charity trustee ceases to hold office if he or she:
  - (a) retires by notifying Churches Together in Cumbria in writing (but only if enough charity trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings);
  - (b) is absent without permission of the charity trustees from all their meetings held within a period of six months and the trustees resolve that his or her office be vacated;
  - (c) dies;
  - (d) in the written opinion, given to the company, of a registered

medical practitioner treating that person, has become physically or mentally incapable of acting as a director and may remain so for more than three months;

- (e) is removed by the members of Churches Together in Cumbria in accordance with sub-clause (2) of this clause; or
  - (f) is disqualified from acting as a charity trustee by virtue of section 178-180 of the Charities Act 2011 (or by any statutory re-enactment or modification of that provision)
- (2) A charity trustee shall be removed from office if a resolution to remove that trustee is proposed at a general meeting of the members called for that purpose and properly convened in accordance with clause 11 and the resolution is passed by a two-thirds majority of votes cast at the meeting.
- (3) A resolution to remove a charity trustee in accordance with this clause shall not take effect unless the individual concerned has been given at least 14 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 of Churches Together in Cumbria

## **16. Re-election of charity trustees**

Any person who retires as a charity trustee by rotation or by giving notice to Churches Together in Cumbria is eligible for re-election. A charity trustee who has served for three consecutive terms may not be re-elected for a fourth consecutive term but may be re-elected after an interval one year.

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

Any decision may be taken either:

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

## **18. Delegation by charity trustees**

- (1) The charity trustees may delegate any of their powers or function to a committee or committees, and, if they do, they must determine the terms and conditions on which the delegation is made. The charity trustees may at any time alter those terms and conditions or revoke the delegation.
- (2) This power is in addition to the power of delegation in the General Regulations and any other power of delegations 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 delegations of their powers.

## **19. Meetings and proceedings of the 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 is unwilling to preside or is not present within 10 minutes after the time of the meeting, the charity trustees present may appoint one of their number to chair that meeting.

### **(3) Procedure at meetings**

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

### **(4) Participation in meetings by electronic means**

- (a) A meeting may be held by suitable electronic means agreed by the charity trustees in which each participant may communicate with all the other participants.
- (b) Any charity trustee participating at a meeting by suitable electronic means agreed by the charity trustees in which a participant may communicate with all the other participants shall qualify as being present at the meeting.

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

## 20. Saving provisions

- (1) Subject to sub-clause (2) of this clause, all decisions of the charity trustees, or of a committee of charity trustees, shall be valid notwithstanding the participation in any vote of a charity trustee:
- who was disqualified from holding office
  - who had previously retired or who had been obliged by the constitution to vacate office.
  - who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise;
- (2) 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 if, but for clause (1) the resolution would have been void, or if the charity trustee has not complied with clause 7 (conflicts of interest).

## 21. Execution of documents

- (1) Churches Together in Cumbria shall execute documents by signature
- (2) A document is validly executed by signature if it is signed by at least two of the charity trustees.

## 22. Use of electronic communication

### (1) General

Churches Together in Cumbria will comply with the requirements of the Communications Provision 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 the hard copy form:
- (b) any requirements to provide information to the Commission in a particular form or manner.

### (2) To Churches Together in Cumbria

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

### **(3) By Churches Together in Cumbria**

- (a) Any member or charity trustee of Churches Together in Cumbria, by providing his or her email address or similar, is taken to have agreed to receive communications from Churches Together in Cumbria in electronic form at that address, unless the member has indicated his or her unwillingness to receive communications in that form.
- (b) The charity trustees may, subject to compliance with any legal requirements, by means of publication on its website –
  - (i) provide the members with the notice referred to in clause 11(3) (Notice of general meetings);
  - (ii) give charity trustees notice of their meetings in accordance with clause 19(1) (Calling meetings); and
  - (iii) submit any proposal to the members or charity trustees for decision by written resolutions or postal vote in accordance with Churches Together in Cumbria's powers under clause 10 (Member's decision), 10(3) (Decision taken by resolution in writing), or the provisions for postal voting
- (c) The charity trustees must:
  - (i) take reasonable steps to ensure that members and charity members are promptly notified of the publication of any such notice or proposal;
  - (ii) send any such notice or proposal in hard copy form to any member or charity trustee who has not consented to receive communications in electronic form.

### **23. Keeping of Registers**

Churches Together in Cumbria must comply with its obligations under the General Regulations in relation to the keeping of, and provision of access to, registers of its members and charity trustees.

### **24. Minutes**

The charity trustees must keep minutes of all:

- (1) appointments of officers made by the charity trustees
- (2) proceedings at general meetings of Churches Together in Cumbria
- (3) meetings of the charity trustees and committees of charity trustees including:

- the names of the trustees present at the meeting;
  - the decisions made at the meetings; and
  - where appropriate the reasons for the decisions;
- (4) decisions made by the charity trustees otherwise than in meetings.

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

- (1) The charity trustees must comply with the requirements of the Charities Act 2011 with regard to the keeping of accounting records, to the preparation and scrutiny of statements of 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 Churches Together in Cumbria, 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 Churches Together in Cumbria entered on the Central Register of Charities.

## **26. Rules**

The charity trustees may from time to time make such reasonable and proper rules for bye laws as they may deem necessary or expedient for the proper conduct and management of Churches Together in Cumbria, 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 Churches Together in Cumbria on request.

## **27. Disputes**

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

## **28. Amendment of constitution**

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

- (1) This constitution can only be amended:
- (a) by resolution agreed in writing by all members of Churches Together in Cumbria; or
  - (b) by a resolution passed by a 75% majority of votes cast at a general meeting of the members of Churches Together in Cumbria.

- (2) Any alteration of clause 3 (objects), clause 29 (Voluntary winding up or dissolution), this clause, or of any provision where the alteration would provide authorisation for any benefit to be obtained by charity trustees or members of Churches Together in Cumbria 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 any resolution altering the constitution, together with a copy of Churches Together in Cumbria's as amended, must be sent to the Commission within 15 days from the date on which the resolution is passed. The amendment does not take effect until it has been recorded in the Register of Charities.

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

- (1) As provided by the Dissolution Regulations, Churches Together in Cumbria may be dissolved by resolution of its members. Any decision by the members to wind up or dissolve Churches Together in Cumbria can only be made:
  - (a) at a general meeting of the members of Churches Together in Cumbria called in accordance with clause 11 (Meetings of Members), of which not less than 14 days' notice has been given to those eligible to vote:
    - (i) by a resolution passed by a 75% majority of those voting, or
    - (ii) by a resolution passed by decision taken without a vote and without any expression of dissent in response to the question put to the general meeting; or
  - (b) by a resolution agreed in writing by all members of Churches Together in Cumbria
- (2) Subject to the payment of all Churches Together in Cumbria's debts:
  - (a) Any resolution for the winding up of Churches Together in Cumbria, or for its dissolution without winding up, may contain a provision directing how any remaining assets of Churches Together in Cumbria shall be applied.
  - (b) If the resolution does not contain such a provision, the charity trustees must decide how any remaining assets of Churches Together in Cumbria shall be applied.
  - (c) In either case the remaining assets must be applied for charitable purposes the same as or similar to those of Churches Together in Cumbria
- (3) Churches Together in Cumbria must observe the requirements of the Dissolution Regulations in applying to the Commission for it 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 Churches Together in Cumbria;
  - (ii) a declaration by the charity trustees that any debts and other liabilities of Churches Together in Cumbria 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 Churches Together in Cumbria has been or is to be applied prior to its dissolution in accordance with this constitution;
- (b) If Churches Together in Cumbria is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

### 30. Interpretation

In this constitution:

**“connected person”** means:

- (a) a child, parent, grandchild, grandparent, brother or sister of the charity trustee;
- (b) the spouse or civil partner of the charity trustee or of any person falling within sub-clause (a) above;
- (c) a person carrying on business in partnership with the charity trustee or with any person falling within sub-clause (a) or (b) above;
- (d) an institution which is controlled –
  - (i) by the charity trustee or any connected person falling within sub-clause (a) or (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, then, when taken together, have a substantial interest.

Section 118 of the Charities Act 2011 apply for the purpose of interpreting the terms used in this constitution.



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

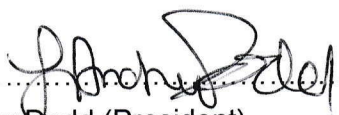
“**Dissolution Regulations**” means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012

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

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

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


The foregoing was approved as the constitution for Churches Together in Cumbria at a meeting of Trustees held on Monday June 1<sup>st</sup> 2020.

  
.....  
Andrew Dodd (President)


26<sup>th</sup> June 2020  
.....  
Date

  
.....  
Sheila Goodliffe (Vice-President)


29<sup>th</sup> June 2020  
.....  
Date

  
.....  
David Richardson (Treasurer)


25 June 20  
.....  
Date

  
.....  
Bill Bewley

2<sup>nd</sup> July 2020  
.....  
Date

  
.....  
Paul Burden

6<sup>th</sup> July 2020  
.....  
Date

  
.....  
Cameron Butland

8<sup>th</sup> July 2020  
.....  
Date

R M Dodd

Kath Dodd

26.6.20

Date



Lucie Lunn

20.7.20

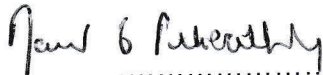
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Brian Pateman

24/7/2020

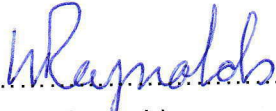
Date



David Pitkeathly

30/8/2020

Date



Nicola Reynolds

28<sup>th</sup>/7/2020

Date



Richard Snow

28/8/2020

Date