

**Dated**

**2021**

# **METHODIST EVANGELICALS TOGETHER**

## **Constitution of a Charitable Incorporated Organisation with voting members other than its Charity Trustees**

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## 1. INTERPRETATION

In this Constitution:

- “Basis of Faith” means the basis of faith set out at Clause 29
- “Charity Trustee” means a charity trustee of the CIO
- “Communications Provisions” means the Communications Provisions in the General Regulations
- “Connected Person” means:
- (a) a child, parent, grandchild, grandparent, brother or sister of a Charity Trustee;
  - (b) the spouse or civil partner of a Charity Trustee;
  - (c) a person carrying on business in partnership with a Charity Trustee or with any person falling within (a) above;
  - (d) an institution which is controlled by:-
    - (i) a Charity Trustee or any Connected Person falling within (a) or (b); or
    - (ii) two or more persons falling within (a) or (b) when taken together.
  - (e) a body corporate in which:-
    - (i) a Charity Trustee or any Connected Person falling within (a) or (b) has a substantial interest; or
    - (ii) two or more persons falling within (a) or (b) who, when taken together, have a substantial interest.
- “Dissolution Regulations” means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012.
- “General Regulations” means the Charitable Incorporated Organisations (General) Regulations 2012.
- “Member” means a member of the CIO admitted in accordance with clause 10.12.
- “Object” means the charitable object of the CIO set out in clause 4.
- “Poll” means a counted vote or ballot, usually (but not necessarily) in writing.

References to legislation, regulations, determinations and directions include all amendments, replacements or re-enactments and references to legislation (where appropriate) include all regulations, determinations and directions made or given under it.

References to the singular include the plural and vice-versa and to the masculine include the feminine and neuter and vice-versa.

For the avoidance of doubt the system of law governing this Constitution is the law of England and Wales.

## **2. NAME**

The name of the Charitable Incorporated Organisation is **METHODIST EVANGELICALS TOGETHER** ("the CIO").

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

The principal office of the CIO is in England.

## **4. OBJECT**

The Object of the CIO is, for the public benefit the advancement of the Christian Religion by:

- 4.1.1. the promotion of the renewal and revival of the work, worship and witness of the Church, particularly within Methodism, through prayer and in the power of the Holy Spirit;
- 4.1.2. the encouragement of prayer for revival at a personal level, and in the church at home and overseas;
- 4.1.3. the furtherance of informed theological discussion in the Church;
- 4.1.4. the furtherance of thinking and action on ethical and social issues in a responsible and compassionate way based on the belief that the righteous will of God must be expressed in the life of society;
- 4.1.5. the promotion of joint action with evangelical Christians in all denominations of the Church in local and national events; and
- 4.1.6. the promotion of mature Christian spirituality in the lives of all members of the Church

## **5. POWERS**

The CIO has power to do anything which is calculated to further its Object or is conducive or incidental to doing so. In particular, the CIO has the power to:

- 5.1 borrow money and charge the whole or any part of its property as security for the repayment of the money borrowed. The CIO must comply as appropriate with sections 124 and 125 of the Charities Act 2011 if it wishes to mortgage land;
- 5.2 buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- 5.3 sell, lease or otherwise dispose of all or any part of the property belonging to the CIO. In exercising this power, the CIO must comply as appropriate with sections 117 and 119 -123 of the Charities Act 2011;

- 5.4 employ and remunerate such staff as are necessary for carrying out the work of the CIO. The CIO may employ or remunerate a Charity Trustee only to the extent that it is permitted to do so by clause 7 (Benefits and payments to Charity Trustees and Connected Persons) and provided it complies with the conditions of that clause;
- 5.5 deposit or invest funds, employ a professional fund-manager and arrange for the investments or other property of the CIO to be held in the name of a nominee in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000; and
- 5.6 do anything else within the law which is incidental and conducive to the Object.

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

- 6.1 The income and property of the CIO must be applied solely towards the promotion of the Object.
- 6.2 A Charity Trustee is entitled to be reimbursed from the property of the CIO or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the CIO.
- 6.3 A Charity Trustee may benefit from trustee indemnity insurance cover purchased at the CIO's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.
- 6.4 None of the income or property of the CIO may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member. This does not prevent a Member who is not also a Charity Trustee receiving:
  - 6.4.1 a benefit from the CIO as a beneficiary of the CIO; and/or
  - 6.4.2 reasonable and proper remuneration as an employee or for any goods or services supplied to the CIO.
- 6.5 Nothing in this clause shall prevent a Charity Trustee or Connected Person receiving any benefit or payment which is authorised by clause 7.

## **7. BENEFITS AND PAYMENTS TO CHARITY TRUSTEES AND CONNECTED PERSONS**

### **7.1 General Provisions**

- 7.1.1 In furtherance of the Object the CIO may provide benefits to the Charity Trustees and Connected Persons where those benefits are the same as or similar to benefits provided to other beneficiaries of the CIO.
- 7.1.2 No Charity Trustee or Connected Person may:
  - (a) buy or receive any goods or services from the CIO on terms preferential to those applicable to members of the public;
  - (b) sell goods, services or any interest in land to the CIO;
  - (c) be employed by or receive any remuneration from, the CIO;
  - (d) receive any other financial benefit from the CIO;

unless the payment or benefit is permitted by clause 7.2, clause 7.3 or clause 7.4 or is authorised by the court or the Charity Commission. In this clause, a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.

## **7.2 Scope and powers permitting Charity Trustees' or Connected Persons' benefits**

- 7.2.1 A Charity Trustee or Connected Person may receive a benefit from the CIO as a beneficiary of the CIO in accordance with clause 7.1.1.
- 7.2.2 A Charity Trustee or Connected Person may enter into a contract for the supply of services or of goods that are supplied in connection with the provision of services to the CIO where that is permitted in accordance with, and subject to the conditions in, section 185 to 188 of the Charities Act 2011.
- 7.2.3 Subject to clause 7.3 a Charity Trustee or Connected Person may be employed (other than as a Charity Trustee) by the CIO.
- 7.2.4 Subject to clause 7.4 a Charity Trustee or Connected Person may provide the CIO with goods that are not supplied in connection with services provided to the CIO by the Charity Trustee or Connected Person.
- 7.2.5 A Charity Trustee or Connected Person may receive interest on money lent to the CIO at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- 7.2.6 A Charity Trustee or Connected Person may receive rent for premises let by the Charity Trustee or Connected Person to the CIO. The amount of the rent and other terms of the lease must be reasonable and proper. The Charity Trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- 7.2.7 A Charity Trustee or Connected Person may take part in the normal trading and fundraising activities of the CIO on the same terms as members of the public.

## **7.3 Payment for employment – controls**

The CIO and its Charity Trustees may only rely upon the authority provided by clause 7.2.3 if each of the following conditions is satisfied:

- 7.3.1 the terms of the employment are set out in a written agreement between the CIO and the Charity Trustee or Connected Person who is the employee ("the employee");
- 7.3.2 the remuneration or other sums paid to the employee do not exceed an amount that is reasonable in all the circumstances;
- 7.3.3 the other Charity Trustees are satisfied that it is in the best interests of the CIO to employ the employee rather than someone who is not a Charity Trustee or Connected Person. In reaching that decision the Charity Trustees must balance the advantage of contracting with the employee against the disadvantages of doing so (especially the loss of any employee's services as a result of dealing with the employee's conflict of interests);
- 7.3.4 the employee is absent from the part of any meeting at which there is discussion of his or her employment or remuneration or any matter concerning the contract, his or her performance in the employment or his or her performance of the contract, any proposal to enter into any other contract or arrangement with him/her or to confer any

benefit upon him or her or of any other matter relating to payment or the conferring of any benefit to him or her;

7.3.5 the employee does not vote on any such matter and is not counted when calculating whether a quorum of Charity Trustees is present at the meeting;

7.3.6 the reason for their decision is recorded by the Charity Trustees in the minute book; and

7.3.7 a majority of the Charity Trustees then in office are not in receipt of remuneration or payments authorised by clause 7 and for clarification remuneration or payment of a Connected Person is only deemed to be remuneration or payment of a Charity Trustee where it might result in a Charity Trustee obtaining a benefit.

#### **7.4 Payment for supply of goods only – controls**

The CIO and its Charity Trustees may only rely upon the authority provided by clause 7.2.4 of this clause if each of the following conditions is satisfied:

7.4.1 the amount or maximum amount of the payment for the goods is set out in an agreement in writing between the CIO and the Charity Trustee or Connected Person supplying the goods (“the supplier”) under which the supplier is to supply the goods in question to or on behalf of the CIO;

7.4.2 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;

7.4.3 the other Charity Trustees are satisfied that it is in the best interests of the CIO to contract with the supplier rather than with someone who is not a Charity Trustee or Connected Person. In reaching that decision the Charity Trustees must balance the advantage of contracting with the Supplier against the disadvantages of doing so;

7.4.4 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 with regard to the supply of goods to the CIO;

7.4.5 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;

7.4.6 the reason for their decision is recorded by the Charity Trustees in the minute book; and

7.4.7 a majority of the Charity Trustees then in office are not in receipt of remuneration or payments authorised by clause 7 and for clarification remuneration or payment of a Connected Person is only deemed to be remuneration or payment of a Charity Trustee where it might result in a Charity Trustee obtaining a benefit.

7.5 The provisions in this clause 7 on the making of payments and the granting of benefits by the CIO to Charity Trustees shall also extend to payments made to Charity Trustees by any company in which the CIO:-

7.5.1 holds more than 50% of the shares;

7.5.2 controls more than 50% of the voting rights attached to the shares; or

7.5.3 has the right to appoint more than 50% of the directors to its board.

## **8. CONFLICTS OF INTEREST AND CONFLICTS OF LOYALTY**

A Charity Trustee must:

- 8.1 declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the CIO or in any transaction or arrangement entered into by the CIO which has not previously been declared; and
- 8.2 not vote or be counted as part of the quorum in any decision of the Charity Trustees in relation to any matter in which it is possible that a conflict of interest will arise between his or her duty to act solely in the interests of the CIO and any personal interest (including but not limited to any financial interest).

## **9. LIABILITY OF MEMBERS TO CONTRIBUTE TO THE ASSETS OF THE CIO IF IT IS WOUND UP**

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

## **10. MEMBERSHIP OF THE CIO**

### **10.1 Scope of membership**

Full membership of the CIO is open to any member of the Methodist Church who is in sympathy with the object and basis of faith of the CIO. Associate membership shall be open to non-members of the Methodist Church who are in sympathy with the object and basis of faith of the CIO. Only full members shall be eligible to vote at general meetings of the CIO and to serve on its Committees.

10.1.1 Should the Methodist Conference, by resolution, amend or interpret the doctrinal standards of the Methodist Church, as they are enshrined in the Deed of Union, in such a way that some members feel that either they must resign their membership of the Methodist Church or they can no longer affirm that they believe and preach the doctrines or administer the discipline of the Methodist Church (as all Presbyters are required to do annually) and are subsequently disciplined in such a way that they cease to be in Full Connexion with the Conference or are removed from membership of the Methodist Church such members may retain their full membership of the CIO for one year and thereafter become associate members.

### **10.2 Admission procedure**

The Charity Trustees:

- 10.2.1 may require applications for membership to be made in any reasonable way that they decide;
- 10.2.2 may refuse an application for membership if they believe that it is in the best interests of the CIO for them to do so;
- 10.2.3 shall, if they decide to refuse an application for membership, give the applicant their reasons for doing so and give the applicant the opportunity to appeal against the refusal; and

10.2.4 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.

### **10.3 Transfer of Membership**

Membership is personal and cannot be transferred to anyone else.

### **10.4 Duty of Members**

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

### **10.5 Termination of Membership**

10.5.1 Membership comes to an end if:

- (a) the Member dies; or
- (b) the Member sends a notice of resignation to the Charity Trustees; or
- (c) any sum of money owed by the Member to the CIO is not paid in full within six months of its falling due.

### **10.6 Membership fees**

The CIO may require Members to pay reasonable membership fees to the CIO.

### **10.7 Associate membership**

10.7.1 The Charity Trustees may create Associate or other classes of non-voting membership and may determine the rights and obligations of any such members (including payment of membership fees) and the conditions for admission to and termination of membership of any such class of members.

10.7.2 Other references in this Constitution to "Members" and "membership" do not apply to non-voting members and non-voting members do not qualify as Members for any purpose under the Charities Act 2011, General Regulations or Dissolution Regulations.

## **11. MEMBERS' DECISIONS**

### **11.1 General provisions**

Except for those decisions that must be taken in a particular way as indicated in clause 11.3, decisions of the Members will be taken by vote at a general meeting as provided in clause 11.2.

### **11.2 Taking ordinary decisions by vote**

Subject to clause 11.3, 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 meeting.

### **11.3 Decisions that must be taken in a particular way**

11.3.1 Any decision to remove a Charity Trustee must be taken in accordance with clause 15.



11.3.2 Any decision to amend this Constitution must be taken in accordance with clause 27 (Amendment of Constitution).

11.3.3 Any decision to wind up or dissolve the CIO must be taken in accordance with clause 28 (Voluntary winding up or dissolution).

11.3.4 Any decision to amalgamate or transfer the undertaking of the CIO to one or more other charitable incorporated organisations must be taken in accordance with the provisions of the Charities Act 2011.

## **12. GENERAL MEETINGS OF MEMBERS**

### **12.1 Types of general meeting**

12.1.1 There must be an Annual General Meeting (“AGM”) of the Members. The first AGM must be held within 18 months of the registration of the CIO and subsequent AGMs must be held at intervals of no more than 15 months. The AGM must receive the annual statement of accounts (duly audited or examined where applicable) and the Charity Trustees' annual report and must elect Charity Trustees as required under clause 13.

12.1.2 Other general meetings of the Members may be held at any time.

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

### **12.2 Calling general meetings**

The Charity Trustees:

12.2.1 must call the AGM in accordance with clause 12.1.1 and identify it as such in the notice of the meeting; and

12.2.2 may call any other general meeting of the Members at any time.

12.3 The Charity Trustees must, within 21 days, call a general meeting of the Members if:

12.3.1 they receive a request to do so from at least 10% of the Members; and

12.3.2 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.

12.4 If, at the time of any such request from the Members there has been no general meeting of the Members for more than 12 months, then clause 12.3.1 shall have effect as if 5% were substituted for 10%.

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

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

12.7 Any general meeting called by the Charity Trustees at the request of the Members must be held within 28 days from the date on which it is called.

12.8 If the Charity Trustees fail to comply with this obligation to call a general meeting at the request of the Members then the Members who requested the meeting may themselves call a general meeting.

12.9 A general meeting called in accordance with clause 12.8 must be held no more than 3 months after the date on which the Members first requested the meeting.

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

#### 12.11 Notice of general meetings

12.11.1 The Charity 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 Charity Trustees who are not Members. This 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.

12.11.2 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 clause 12.11.1 have not been met.

12.11.3 The notice of any general meeting must:

- (a) state the time and date of the meeting;
- (b) give the address at which the meeting is to take place or, if the meeting is to be held by electronic means, give details of the means by which the meeting will be held and details to access the meetings;
- (c) 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;
- (d) if a proposal to alter this Constitution is to be considered at the meeting, include the text of the proposed alteration; and
- (e) include, with the notice for the AGM, the annual statement of accounts and Charity Trustees' annual report, [details of persons standing for election or re-election as Charity Trustee], or where allowed under clause 22 (Use of electronic communication), details of where the information may be found on the CIO's website.

12.11.4 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.

12.11.5 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 an accidental omission by the CIO.

#### 12.12 Chairing of general meetings

The person elected as chair of the CIO under clause 13.4.2 shall, if present at the general meeting and willing to act, preside as chair of the meeting. In the absence of the chair of the CIO or if the chair is unwilling to act a vice-chair (if appointed, present and willing to act) shall chair the meeting. If neither the chair of the CIO nor a vice-chair is present and willing to act

then the Members who are present at a general meeting shall elect a chair from amongst their number.

### **12.13 Quorum at general meetings**

12.13.1 No business may be transacted at any general meeting of the Members unless a quorum is present when the meeting starts.

12.13.2 Subject to the following provisions, the quorum for general meetings shall be 20 Members.

12.13.3 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.

12.13.4 If the meeting has been called in any other way and a quorum is not present within 15 minutes at 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.

12.13.5 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.

12.13.6 If at any time during the meeting a quorum ceases to be present, the meeting may discuss issues and make recommendations to the Charity 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.

### **12.14 Voting at general meetings**

12.14.1 Any decision other than one falling within clause 11.4 (Decisions that must be taken in a particular way) shall be taken by a simple majority of votes cast at the meeting. Every full Member has one vote.

12.14.2 A resolution put to the vote of a meeting shall be decided on a show of hands or suitable electronic equivalent, 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.

12.14.3 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.

12.14.4 A poll may be taken:

- (a) at the meeting at which it was demanded; or
- (b) at some other time and place specified by the chair.

12.14.5 In the event of any 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.

12.14.6 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.

### **12.15 Adjournment of meetings**

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

### **12.16 Participation in meetings by electronic means**

12.16.1 A general meeting may be held with some or all Members attending by suitable electronic means agreed by the Charity Trustees in which each participant may communicate with the other participants.

12.16.2 Any Member participating at a meeting by suitable electronic means agreed by the Charity Trustees in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting whether or not all are assembled in one place.

12.16.3 Meetings held by electronic means must comply with rules for general meetings including chairing.

## **13. CHARITY TRUSTEES**

### **13.1 Functions and duties of Charity Trustees**

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

13.1.1 to exercise his or her powers and to perform his or her functions in his or her capacity as a Charity Trustee in the way he or she decides in good faith would be most likely to further the purposes of the CIO; and

13.1.2 to exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to:

- (a) any special knowledge or experience that he or she has or holds himself or herself out as having; and
- (b) if he or she acts as a Charity Trustee in the course of a business or profession 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.

### **13.2 Eligibility for trusteeship**

13.2.1 Every Charity Trustee must be a natural person.

13.2.2 No individual may be appointed as a Charity Trustee:

- (a) if he or she is under the age of 18 years; or
- (b) if he or she would automatically cease to hold office under the provisions of clause 16.

13.2.3 No one is entitled to act as a Charity Trustee whether on appointment or election or on any re-election until he or she has expressly acknowledged in whatever way the Charity Trustees decide his or her acceptance of the office of Charity Trustee.

### **13.3 Number of Charity Trustees**

There should be not less than three Charity Trustees.

### **13.4 Elected Trustees**

13.4.1 Elected trustees shall be elected at an AGM of the CIO. Candidates for election must be nominated by two full Members. Such nominations shall be in writing to the CIO at least 14 days before the AGM. The agreement of the nominee must be obtained. If insufficient nominations have been received nominations may be made at the AGM.

13.4.2 The elected trustees shall include persons appointed to the offices of Chair, Vice-Chair(s), General Secretary, Treasurer and such other offices as the Members may from time to time determine necessary and appropriate. An elected trustee shall serve for a term of three years. At the end of such term a trustee who remains eligible may be re-elected for a further term. Save in the circumstances set out in clause 13.4.4 and 13.4.5, a trustee who completes two terms shall not be eligible for re-election until a period of at least one year has elapsed.

13.4.4 An elected trustee may, in exceptional circumstances, serve beyond the normal maximum period of six years for a further period of no more than three years without the break in service required by clause 13.4.3. Such an extension in office requires:

13.4.4.1 the full support of the Charity Trustees; and

13.4.4.2 a reasoned statement of the proposed re-election to be published to all Members either by letter or in the CIO's magazine prior to the relevant AGM; and

13.4.4.3 a reasoned statement of the proposed re-election being presented at the AGM prior to the re-election taking place.

13.4.5 Clause 13.4.3 shall not apply to a person who is elected as Chair under clause 13.4.2 and the term of office of such a person shall be deemed to commence with his or her election as Chair such that, if he or she is re-elected at the end of his or her first three year term of office, he or she may serve as Chair for six years in addition to any length of service as a Charity Trustee prior to his or her appointment as Chair.

### **13.5 Co-opted Trustees**

13.5.1 Subject to clause 13.3, the elected trustees may co-opt persons to serve as co-opted trustees provided that the number of co-opted trustees shall not at any time exceed 25% of the total number of trustees.

13.5.2 A co-opted trustee shall serve only until the next AGM at which he or she must stand for election. If elected then clauses 13.4.3 and 13.4.4 shall apply.

13.5.3 If the number of Charity Trustees falls below three the remaining Charity Trustee or Charity Trustees may act only to co-opt new Charity Trustees.

### **13.6 First Charity Trustees**

The first Charity Trustees are:

13.6.1 Gareth Higgs for 3 years;

13.6.2 Lynn Petersen for 1 year; and

13.6.3 The Chair of MET to be appointed.

## **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 copy of this Constitution (and any amendments made to it) and a copy of the CIO's latest Charity Trustees' annual report and statement of accounts.

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

15.1 A Charity Trustee ceases to hold office if:

15.1.1 he or she resigns by notifying the CIO in writing but only if enough Charity Trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings;

15.1.2 he or she is absent without the permission of the Charity Trustees from all their meetings held within a period of twelve months and the Charity Trustees resolve that his or her office be vacated;

15.1.3 he or she dies;

15.1.4 he or she in the reasonable opinion of the other Charity Trustees, becomes incapable of fulfilling his or her duties and responsibilities as a Charity Trustee because of illness or injury and the other Charity Trustees resolve that he or she be removed as a Charity Trustee;

15.1.5 the other Charity Trustees resolve by a two-thirds majority of those present and voting at a properly convened meeting of the Charity Trustees that it is in the CIO's best interests that he or she should cease to be a Charity Trustee provided that the Charity Trustee concerned has first been given an opportunity to put his or her case to justify why he or she should not be removed as a Charity Trustee;

15.1.6 he or she is disqualified from acting as a Charity Trustee by virtue of section 178-180 of the Charities Act 2011;

15.1.7 he or she ceases, in the reasonable opinion of at least two-thirds of the Charity Trustees to subscribe and adhere to the Basis of Faith; or

15.1.8 he or she completes his or her term of office and is not re-elected.

15.2 If a Charity Trustee is required to retire at a meeting of the Members by a provision in this Constitution then the retirement shall take effect at the conclusion of the meeting.

## **16. TAKING OF DECISION BY CHARITY TRUSTEES**

Any decision of the Charity Trustees may be taken either:

16.1 at a meeting of the Charity Trustees; or

16.2 by a resolution in writing or electronic form agreed by a majority of all of the Charity Trustees which may comprise either a single document or several documents containing the resolution in like form. Such a resolution shall be effective provided that:

16.2.1 a copy of the proposed resolution has been sent at or as near as reasonably practicable to the same time to all of the Charity Trustees; and

16.2.2 the majority of all of the Charity Trustees have 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 manner as the Charity Trustees have previously resolved and delivered to the CIO at its principal office or such other place as the Charity Trustees may resolve within 28 days of the circulation date.

## **17. DELEGATION BY CHARITY TRUSTEES**

- 17.1 The Charity Trustees may delegate any of their powers or functions to a committee or committees and, if they do, they shall determine the terms and conditions on which the delegation is made. The Charity Trustees may at any time alter those terms and conditions or revoke the delegation.
- 17.2 This power is in addition to the power of delegation in the General Regulations and any other power of delegation available to the Charity Trustees but is subject to the following requirements:
- 17.2.1 a committee may consist of two or more persons but at least one member of each committee must be a Charity Trustee;
- 17.2.2 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
- 17.2.3 the Charity Trustees shall from time to time review the arrangements which they have made for the delegation of their powers.
- 17.3 The Charity Trustees shall have the power to delegate to the Chair or other Charity Trustees the ability to make decisions on behalf of the Charity Trustees in between their meetings. The extent of any such delegated authority must be included in the minutes of the relevant Charity Trustees' meeting. The exercise of any such delegated authority must be reported to the Charity Trustees as soon as possible.
- 17.4 The Charity Trustees shall have the power to delegate to any named employed member of staff the ability to make decisions on behalf of the CIO in between meetings of the Charity Trustees. The extent of any such delegated authority must be included in the minutes of the relevant Charity Trustees' meeting. The exercise of any such delegated authority must be reported to the Charity Trustees as soon as possible.

## **18. MEETING OF CHARITY TRUSTEES**

### **18.1 Calling meetings**

18.1.1 Any Charity Trustee may call a meeting of the Charity Trustees.

18.1.2 Subject to clause 18.1.1 the Charity Trustees shall decide how their meetings are to be called and what notice is required.

### **18.2 Chairing of meetings**

Meetings of the Charity Trustees shall be chaired by the Chair appointed under clause 13.4.2. If he or she is absent from a meeting or does not wish to take the chair then the meeting shall be chaired by a Vice-Chair appointed under clause 13.4.2 or failing that by another Charity Trustee elected by those present at the meeting.

### **18.3 Procedure at meetings**

18.3.1 No decision shall be taken at a meeting of the Charity Trustees unless a quorum is present at the time when the decision is taken. The quorum is three Charity Trustees. 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.

18.3.2 Questions arising at a meeting shall be decided by a majority of those eligible to vote.

18.3.3 In the case of any equality of votes, the chair shall have a second or casting vote.

### **18.4 Participation in meetings by electronic means**

18.4.1 A meeting may be held with some or all Charity Trustees attending by suitable electronic means agreed by the Charity Trustees in which each participant may communicate with the other participants.

18.4.2 Any Charity Trustee participating at a meeting by suitable electronic means agreed by the Charity Trustees in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting.

18.4.3 Meetings held by electronic means must comply with rules for meetings including chairing and the taking of minutes.

### **18.5 Observers**

18.5.1 Subject to clauses 18.6.3 and 18.6.4, the Charity Trustees may allow individuals who are not Charity Trustees to attend meetings of the Charity Trustees as observers on whatever terms the Charity Trustee decide.

18.5.2 Observers may not vote but may take part in discussions with the prior consent of the chair.

18.5.3 The Charity Trustees must exclude such observers from any part of the meeting of the Charity Trustees where the Charity Trustees consider the business is confidential.

18.5.4 The Charity Trustees must exclude an observer from any meeting of the Charity Trustees at which a possible personal benefit to him or her is being considered.

## **19. SAVING PROVISIONS**

19.1 Subject to clause 19.2, 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:

19.1.1 who was disqualified from holding office;

19.1.2 who had previously retired or who had been obliged by the Constitution to vacate office; or

19.1.3 who was not entitled to vote on the matter, whether by reason of a conflict or otherwise

if, without the vote of that Charity Trustee and that Charity Trustee being counted in the quorum, the decision has been made by a majority of the Charity Trustees at a quorate meeting.

19.2 Clause 19.1 does not permit a Charity Trustee to keep any benefit that may be conferred upon him or her by a resolution of the Charity Trustees or of a committee of Charity Trustees



if, but for clause 19.1, the resolution would have been void, or if the Charity Trustee has not complied with clause 8 (Conflicts of interest and conflicts of loyalty).

## **20. EXECUTION OF DOCUMENTS**

20.1 The CIO shall execute documents by signature.

20.2 A document is validly executed by signature if it is signed by at least two of the Charity Trustees.

## **21. USE OF ELECTRONIC COMMUNICATIONS**

21.1 The CIO will comply with the requirements of the Communications Provisions in the General Regulations and in particular:

21.1.1 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

21.1.2 any requirements to provide information to the Charity Commission in a particular form or manner.

21.2 Any Member or Charity Trustee may communicate electronically with the CIO to an address specified by the CIO for the purpose, so long as the communication is authenticated in a manner which is satisfactory to the CIO.

21.3 Any Member or Charity Trustee, by providing the CIO with his or her email address or similar, is taken to have agreed to receive communications from the CIO in electronic form at that address unless the Member or Charity Trustee has indicated to the CIO his or her unwillingness to receive such communications in that form

21.4 The Charity Trustees may, subject to compliance with any legal requirements, by means of publication on its website:

21.4.1 provide the Members with the notice referred to in clause 11 (Notice of general meetings); and

21.4.2 give Charity Trustees notice of their meetings in accordance with clause 19.1 (Calling meetings).

21.5 The Charity Trustees must:

21.5.1 take reasonable steps to ensure that Members and Charity Trustees are promptly notified of the publication of any such notice or proposal; and

21.5.2 send any such notice or proposal in hard copy form to any Member or Charity Trustee who has not consented to receive communications in electronic form.

## **22. KEEPING OF REGISTERS**

The CIO must comply with its obligations under the General Regulations in relation to the keeping of and provisions of access to registers of its Members and Charity Trustees.

## **23. MINUTES**

The Charity Trustees must keep minutes of all:

- 23.1 appointments of officers made by the Charity Trustees;
- 23.2 proceedings at general meetings of the CIO;
- 23.3 meetings of the Charity Trustees and committees of Charity Trustees including:
  - 23.3.1 the names of the Charity Trustees present at the meeting;
  - 23.3.2 the decisions made at the meetings;
  - 23.3.3 where appropriate the reasons for decisions; and
  - 23.3.4 decisions made by the Charity Trustees otherwise than in meetings.

## **24. ACCOUNTING RECORDS, ACCOUNTS, ANNUAL REPORTS AND RETURNS, REGISTER MAINTENANCE**

- 24.1 The Charity Trustees must comply with the requirements of the Charities Act 2011 with regard to the keeping of accounting records, to the preparation and scrutiny of statements of account and to the preparation of annual reports and returns. The statements of account, reports and returns must be sent to the Charity Commission regardless of the income of the CIO within 10 months of the financial year end.
- 24.2 The Charity Trustees must comply with their obligation to inform the Charity Commission within 28 days of any change in the particulars of the CIO entered on the Central Register of Charities.

## **25. RULES**

The Charity Trustees may from time to time make such reasonable and proper rules or byelaws as they may deem necessary or expedient for the proper conduct and management of the CIO but such rules or byelaws must not be inconsistent with any provision of this Constitution. Copies of any such rules or byelaws currently in force must be made available to any Member on request.

## **26. DISPUTES**

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

## **27. AMENDMENT OF CONSTITUTION**

- 27.1 As provided by section 224 – 227 of the Charities Act 2011 this Constitution can only be amended by a resolution:
  - 27.1.1 agreed in writing by all members of the CIO; or
  - 27.1.2 passed by a 75% majority of those voting at a general meeting of the Members called in accordance with clause 12 (General meetings of members).
- 27.2 Any alteration of clause 4 (Object), clause 28 (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 or persons connected with them, requires the prior written consent of the Charity Commission.

- 27.3 No amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid.
- 27.4 A copy of every resolution amending the Constitution, together with a copy of the CIO's Constitution as amended must be sent to the Charity Commission by the end of the period of 15 days beginning with the date of passing of the resolution and the amendment does not take effect until it has been recorded on the central Register of Charities.

## **28. VOLUNTARY WINDING UP OR DISSOLUTION**

- 28.1 As provided by the Dissolution Regulations, the CIO may be dissolved by resolution of its Members. Any decision by the Members to wind up or dissolve the CIO can only be made:
- 28.1.1 at a general meeting of the Members called in accordance with clause 12 (General meetings of Members), of which not less than 14 days' notice has been given to those eligible to attend and vote:
- (a) by a resolution passed by a 75% majority of those voting; or
  - (b) 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
- 28.1.2 by a resolution agreed in writing by all Members.
- 28.2 Provided that the CIO's debts or other liabilities have been settled or otherwise provided for in full:
- 28.2.1 any resolution for the winding up of the CIO or for the dissolution of the CIO without winding up, may contain a provision directing how any remaining assets of the CIO shall be applied.
- 28.2.2 if the resolution does not contain such a provision as required by clause 28.2.1, the Charity Trustees must decide how any remaining assets of the CIO shall be applied.
- 28.2.3 in either case the remaining assets must be applied for charitable purposes the same as or similar to those of the CIO.
- 28.3 The CIO must observe the requirements of the Dissolution Regulations in applying to the Charity Commission for the CIO to be removed from the central Register of Charities and in particular:
- 28.3.1 the Charity Trustees must send with their application to the Charity Commission:
- (a) a copy of the resolution passed by the Members;
  - (b) a declaration by the Charity Trustees that any debts and other liabilities of the CIO have been settled or otherwise provided for in full; and
  - (c) a statement by the Charity Trustees setting out the way in which any property of the CIO has been or is to be applied prior to its dissolution in accordance with this Constitution; and
- 28.3.2 the Charity Trustees must ensure that a copy of the application is sent within seven days to every Member and employee of the CIO and to any Charity Trustee who was not privy to the application.

28.4 If the CIO is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

## 29. BASIS OF FAITH

We believe in:-

- the one true God who lives eternally in three persons – the Father, the Son and the Holy Spirit;
- the love, grace and sovereignty of God in creating, sustaining, ruling, redeeming and judging the world;
- the divine inspiration and supreme authority of the Old and New Testament Scriptures, which are the written Word of God – fully trustworthy for faith and conduct;
- the dignity of all people, made male and female in God's image to love, be holy and care for creation, yet corrupted by sin, which incurs divine wrath and judgement;
- the incarnation of God's eternal Son, the Lord Jesus Christ – born of the Virgin Mary, truly divine and truly human, yet without sin;
- the atoning sacrifice of Christ on the cross: dying in our place, paying the price of sin and defeating evil, so reconciling us with God;
- the bodily resurrection of Christ, the first fruits of our resurrection; his ascension to the Father, and his reign and mediation as the only Saviour of the world;
- the justification of sinners solely by the grace of God through faith in Christ;
- the ministry of God the Holy Spirit, who leads us to repentance, unites us with Christ through new birth, empowers our discipleship and enables our witness;
- the Church, the body of Christ both local and universal, the priesthood of all believers – given life by the Spirit and endowed with the Spirit's gifts to worship God and proclaim the gospel, promoting justice and love; and
- the personal and visible return of Jesus Christ to fulfil the purposes of God, who will raise all people to judgement, bring eternal life to the redeemed and eternal condemnation to the lost, and establish a new heaven and new earth.

Within the context of this basis, the CIO is specifically committed to the Methodist understanding of salvation as set out in the 'FOUR ALLS':

- All need to be saved;
- All can be saved;
- All can know themselves to be saved; and
- All can be saved to the uttermost.