DARWEN ASYLUM REFUGEE ENTERPRISE (DARE)

Constitution of a Charitable Incorporated Organisation whose only voting members are its Charity Trustees

Background

The work of Darwen Asylum Refugee Enterprise (DARE) began in 2001 as a drop-in centre provided by Central United Reformed Church, Darwen to support the growing number of refugees being housed in the town. In 2017, in response to a request from the British Red Cross, it took its current name and became a distinct project whilst remaining under the umbrella of the Church. Since then, the scope and demand for its support services for refugees and asylum seekers has increased significantly. In late 2023 the Church Elders and the service leadership agreed that for the future success of the service it was now necessary for DARE to become a separate charitable organisation.

1. Interpretation

In this Constitution:

"**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) or (b) above;

(d) an institution which is controlled by:

(i) a Charity Trustee or any Connected Person falling within (a), (b) or (c); or

(ii) two or more persons falling within sub-clause (d)(i) when taken together.

(e) a body corporate in which:

(i) a Charity Trustee or any Connected Person falling within (a), (b) or (c) has a substantial interest; or

(ii) two or more persons falling within sub clause (e)(i) who, when taken together, have a substantial interest.

"**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 17.2
"**Objects**"	means the charitable objects of the CIO set out in clause 4
"**the North Western Synod**"	means the North Western Synod of the United Reformed Church being a charity administering United Reformed Churches in Cumbria, Greater Manchester, Lancashire, parts of Cheshire and Derbyshire or such other areas from time to time and includes any organisation that might replace it

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 Darwen Asylum Refugee Enterprise (DARE) ("**the CIO**").

3. National location of principal office

The principal office of the CIO is in England.

4. Objects

The Objects of the CIO are, for the public benefit, guided by the faith based principles of love and compassion:

4.1. primarily, but not exclusively, within the district of Blackburn with Darwen, to advance the education and training of and relieve the financial hardship of (primarily) those seeking asylum and those granted refugee status (and in both cases their dependants and families), by (but not limited to) the provision of classes and the signposting to legal and other advice, so as to advance them in life and assist them to adapt and integrate within a new community;

4.2. to advance the education of the public in general about the issues relating to refugees and those seeking asylum, emphasising the importance of empathy;

4.3. the provision of facilities for recreation or other leisure time occupation (primarily) for those seeking asylum and those granted refugee status (and in both cases their dependants and families), with the object of improving the conditions of life of those

persons who have need of such facilities by reason of their youth, age, infirmity or disablement, financial hardship or social and economic circumstances, in alignment with the importance of caring for the vulnerable; and

4.4. to preserve and protect the physical and mental health & well-being of (primarily) those seeking asylum and those granted refugee status (and in both cases their dependants and families) by whatever charitable means the Charity Trustees think fit, guided by the imperative to care for the whole person, body, mind, and spirit.

5. Powers

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

6. Application of income and property

6.1. The income and property of the CIO must be applied solely towards the promotion of the Objects.

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.

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 Objects and subject always to the provision in clause 7.1.2.1 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:

7.1.2.1. buy or receive any goods or services from the CIO on terms preferential to those applicable to members of the public;

7.1.2.2. sell goods, services or any interest in land to the CIO;

7.1.2.3. be employed by or receive any remuneration from the CIO;

7.1.2.4. 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 and/or of goods to the CIO where that is permitted in accordance with, and subject to the conditions in, sections 185 to 188 of the Charities Act 2011.

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. 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).

7.2.5. 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.

7.2.6. 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 or 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 minutes; and

7.3.7. a majority of the Charity Trustees then in office are not in receipt of remuneration or payments authorised by this clause 7.3 and clause 7.2.2 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 The provisions in 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:

7.4.1 holds more than 50% of the shares;

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

7.4.3 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. Charity Trustees

10.1. 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:

10.1.1. 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

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

10.1.2.1. any special knowledge or experience that he or she has or holds himself or herself out as having; and

10.1.2.2. 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.

Eligibility for Trusteeship

10.1.3. Every Charity Trustee must be a natural person.

10.1.4. No individual may be appointed as a Charity Trustee:

10.1.4.1. if he or she is under the age of 18 years; or

10.1.4.2. if he or she would automatically cease to hold office under the provisions of clause 13.

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

10.2. **Number of Charity Trustees**

10.2.1. There must be:

10.2.1.1. no more than 11 appointed Charity Trustees ("**Appointed Charity Trustees**"); and

10.2.1.2. no more than 1 nominated Charity Trustee ("**Nominated Charity Trustee**").

10.2.2. There must be a minimum of 3 Charity Trustees. If the number falls below this minimum, the remaining Charity Trustee or Charity Trustees may act only to call a meeting of the Charity Trustees or procure the appointment of new Charity Trustees.

10.2.3. The maximum number of Charity Trustees that can be appointed as provided in clause 10.2.1, is 12. No Charity Trustee appointment may be made in excess of these provisions.

10.3. **First Charity Trustees**

The first Charity Trustees appointed for the following terms from and including the date of registration at the Charity Commission are:

10.3.1. Abdul Qadoos whose initial term of office will end on 31 December 2025 (Appointed Charity Trustee);

10.3.2. Mohammed Aslam Hussain whose initial term of office will end on 31 December 2025 (Appointed Charity Trustee);

10.3.3. Catherine Upton whose initial term of office will end on 31 December 2025 (Appointed Charity Trustee);

10.3.4. Anna Catharine Magdalena ten Cate whose initial term of office will end on 31 December 2026 (Appointed Charity Trustee);

10.3.5. Farnaz Ghadimi whose initial term of office will end on 31 December 2026 (Appointed Charity Trustee);

10.3.6. Hind Muftah whose initial term of office will end on 31 December 2027 (Appointed Charity Trustee);

10.3.7. John East whose initial term of office will end on 31 December 2027 (Appointed Charity Trustee);

10.3.8. Patrick Simms whose initial term of office will end on 31 December 2027 (Appointed Charity Trustee);

10.3.9. Zinab Elbusefi whose initial term of office will end on 31 December 2025 (Appointed Charity Trustee);

10.3.10. Gilbert Esuh Esambe whose initial term of office will end on 31 December 2027 (Nominated Charity Trustee); and

10.3.11. Patsy Bellusci whose initial term of office will end on 31 December 2026 (Appointed Charity Trustee).

11. Appointment of Charity Trustees

11.1. Appointed Charity Trustees

11.1.1. Apart from the first Appointed Charity Trustees, every Appointed Charity Trustee must be appointed for a term of three years by a resolution passed at a properly convened meeting of the Charity Trustees.

11.1.2. In selecting individuals for appointment as an Appointed Charity Trustee, the Charity Trustees must have regard to the skills, knowledge and experience needed for the effective administration of the CIO and must, as far as is possible, ensure that at least one Appointed Charity Trustee has a lived experience of being an asylum seeker or a refugee.

11.2. Nominated Charity Trustee

11.2.1. The North Western Synod may nominate one person for appointment as the Nominated Charity Trustee. Nomination must be made at a meeting held according to the ordinary practice of the North Western Synod.

11.2.2. In selecting an individual for appointment as the Nominated Charity Trustee, the North Western Synod:

11.2.2.1. may only nominate a person who is a member of a United Reformed Church; and

11.2.2.2. must have regard to the skills, knowledge and experience needed for the effective administration of the CIO.

11.2.3. The name of the person nominated for appointment as the Nominated Charity Trustee must be communicated in writing by the North Western Synod to the Charity Trustees or their secretary or clerk.

11.2.4. Within one calendar month of being informed, in accordance with clause 11.2.3, of the person nominated for appointment as the Nominated Charity Trustee, the Charity Trustees must resolve whether or not to appoint the Nominated Charity Trustee at a properly convened meeting of the Charity Trustees.

11.2.5. Apart from the first Nominated Charity Trustee, every Nominated Charity Trustee must be appointed for a term of three years.

11.2.6. The appointment will be effective from the later of:

11.2.6.1. the date of the vacancy of the Nominated Charity Trustee; and

11.2.6.2. the date on which the Charity Trustees appoint the Nominated Charity Trustee.

11.2.7. If the person nominated under clause 11.2.1 by the North Western Synod for appointment as the Nominated Charity Trustee, is not appointed by the Charity Trustees, the process set out in clauses 11.2.1 to 11.2.6 will be recommenced as many times as is necessary until either:

11.2.7.1. a Nominated Charity Trustee is appointed; or

11.2.7.2. the North Western Synod choose not to nominate for a time period decided by it.

12. 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.

13. Retirement and removal of Charity Trustees

13.1. A Charity Trustee ceases to hold office if:

13.1.1. his or her term of office ends and they are nor reappointed;

13.1.2. 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;

13.1.3. he or she is absent without the permission of the Charity Trustees from all their meetings held within a period of six months and the Charity

Trustees resolve that his office be vacated;

13.1.4. he or she dies;

13.1.5. 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;

13.1.6. the other Charity Trustees resolve by a 75% majority of the Charity Trustees 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;

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

13.1.8. in the case of a Nominated Charity Trustee only, the North Western Synod resolves that they be removed.

13.2. Any person whose term of office as a Charity Trustee comes to an end, is eligible for re-appointment.

14. Taking of decision by Charity Trustees

Any decision of the Charity Trustees may be taken either:

14.1. at a meeting of the Charity Trustees; or

14.2. by resolution in writing or electronic form agreed by a majority of all of the Charity Trustees (or by such other majority specified in this Constitution or required by law), which may comprise either a single document or several documents containing the text of the resolution in like form. Such a resolution shall be effective provided that:

14.2.1. 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

14.2.2. 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

and a resolution in writing or electronic form in accordance with this clause 14.2 is as valid as if it had been passed at a meeting of the Charity Trustees.

15. Delegation by Charity Trustees

15.1. 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.

15.2. 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:

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

15.2.2. 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

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

16. Meeting of Charity Trustees

16.1. **Calling meetings**

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

16.1.2. Subject to clause 16.1.1 the Charity Trustees shall decide how their meetings are to be called and what notice is required.

16.2. **Chairing of meetings**

The Charity Trustees may appoint one of their number to chair their meetings and may at any time revoke such appointment. If no-one has been so appointed or if the person appointed is unwilling to preside or is not present within 10 minutes after the time of the meeting, the Charity Trustees present may appoint one of their number to chair that meeting.

16.3. **Procedure at meetings**

16.3.1. 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 fifty percent of the Charity Trustees (and if not a whole number, rounded up to the nearest whole number) or 3 Charity Trustees whichever is greater. 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.

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

16.3.3. In the case of any equality of votes, the person who chairs the meeting

shall have a second or casting vote.

16.4. **Participation in meetings by electronic means**

16.4.1. A meeting may be held by suitable electronic means agreed by the Charity Trustees in which each participant may communicate with the other participants.

16.4.2. 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.

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

16.5. **Observers**

16.5.1. Subject to clauses 16.5.3 and 16.5.4 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 Trustees decide.

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

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

16.5.4. 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 or he or she has a conflict of interest.

16.5.5. The decision as to whether or not clause 16.5.3 or clause 16.5.4 apply, is a decision for the Charity Trustees.

17. Membership of the CIO

17.1. The first Members shall be the first Charity Trustees named in Clause 10.3.

17.2. The Members shall be its Charity Trustees for the time being. Only the Charity Trustees shall be eligible to be Members. Membership of the CIO is personal and cannot be transferred to anyone else.

17.3. Any Member who ceases to be a Charity Trustee automatically ceases to be a Member.

17.4. 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.

17.5. 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.

18. Decisions which must be made by the Members

18.1. Any decision to:

18.1.1. amend the CIO's Constitution;

18.1.2. amalgamate the CIO with, or transfer its undertakings to, one or more other charitable incorporated organisations in accordance with the Charities Act 2011; or

18.1.3. wind up or dissolve the CIO (including transferring its business to any other charity)

must be made by a resolution of the Members (rather than a resolution of the Charity Trustees).

18.2. Decisions of the Members may be made either by a resolution:

18.2.1. at a general meeting; or

18.2.2. in writing, in accordance with clause 18.4.

18.3. Any decision specified in clause 18.1 must be made in accordance with the provisions of clause 28 (Amendment of Constitution), clause 29 (Voluntary winding up or dissolution) or the provisions of the Charities Act 2011, the General Regulations or the Dissolution Regulations as applicable. Those provisions require the resolution to be agreed by a 75% majority of those Members voting at a general meeting or by all Members in writing.

18.4. Except where a resolution in writing must be agreed by all the Members, such a resolution may be agreed by a simple majority of all the Members who are entitled to vote on it. Such a resolution shall be effective provided that:

18.4.1. a copy of the proposed resolution has been sent to all the Members eligible to vote; and

18.4.2. the required majority of Members have signified their 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 his or her signature, by a statement of his or her identity accompanying the document or in such other manner as the CIO has specified.

18.5. A resolution in writing may comprise several copies to which one or more

Members have signified their agreement. Eligibility to vote on the resolution is limited to Members who are Members on the date when the proposal is first circulated.

19. General meetings of Members

19.1. Calling of general meetings of Members

The Charity Trustees may designate any of their meetings as a general meeting of the Members. The purpose of such a meeting is to discharge any business which must by law be discharged by a resolution of the Members as specified in clause 18 (Decisions which must be made by the Members).

19.2. Notice of general meetings of Members

19.2.1. The minimum period of notice required to hold a general meeting of the Members is 14 days.

19.2.2. Except 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, a general meeting may be called by a shorter notice if it is so agreed by a majority of the Members.

19.2.3. 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.

19.3. Procedure at general meeting of Members

The provisions in clauses 16.2 to 16.4 governing the chairing of meetings, procedure at meetings and participation in meetings by electronic means apply to any general meeting of the Members with all references to Charity Trustees to be taken as reference to Members.

20. Saving provisions

20.1. Subject to clause 20.2, 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:

20.1.1. who was disqualified from holding office;

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

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

20.1.4. for whom there is a technical defect in their appointment as a Trustee of which the Charity Trustees were unaware at the time;

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.

20.2. Clause 20.1 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 20.1, the resolution would have been void or if the Charity Trustee has not complied with clause 8 (Conflicts of interest and conflicts of loyalty).

21. Execution of documents

21.1. The CIO shall execute documents by signature.

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

22. Use of electronic communications

22.1. **General**

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

22.1.1. 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

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

22.2. 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.

22.3. 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.

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

22.4.1. provide the Members with the notice referred to in clause 19.2 (Notice of general meetings of Members);

22.4.2. give Charity Trustees notice of their meetings in accordance with clause 16.1 (Calling meetings); and

22.4.3. submit any proposal to the Members or Charity Trustees for decision by

written resolution in accordance with the CIO's powers under clause 18 (Decisions which must be made by the members of the CIO) or clause 18.4 (Decisions taken by resolution in writing).

22.5. The Charity Trustees must:

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

22.5.2. 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.

23. 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 a (combined) register of the Members and Charity Trustees.

24. Minutes

The Charity Trustees must keep minutes of all:

24.1. appointments of officers made by the Charity Trustees;

24.2. proceedings at general meetings of the Members;

24.3. meetings of the Charity Trustees and committees of Charity Trustees including:

24.3.1. the names of the Charity Trustees present at the meeting;

24.3.2. the decisions made at the meetings; and

24.3.3. where appropriate the reasons for the decisions; and

24.4. decisions made by the Charity Trustees otherwise than in meetings.

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

25.1. 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.

25.2. 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.

26. 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 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 on request.

27. Disputes

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

28. Amendment of Constitution

28.1. As provided by section 224 – 227 of the Charities Act 2011 and subject to clause 28.2, this Constitution can only be amended by a resolution:

28.1.1. agreed in writing by all Members; or

28.1.2. passed by a 75% majority of those voting at a general meeting of the Members in accordance with clause 19 (General meetings of Members).

28.2. A decision to alter the definition of the North Western Synod in clause 1 or to alter clause 11.2, clause 13.1.8 or this clause 28.2, may only be made if:

28.2.1. the North Western Synod agrees to the alteration; and

28.2.2. all of the Members vote in favour of the alteration (whether voting at a general meeting or in writing).

28.3. Any alteration of clause 4 (Objects), clause 29 (Voluntary winding up or dissolution) or any provision where the alteration would provide authorisation for any benefit to be obtained by Charity Trustees or Members or Connected Persons, requires the prior written consent of the Charity Commission.

28.4. No amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid.

28.5. 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.

29. Voluntary winding up or dissolution

29.1. 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:

29.1.1. at a general meeting of the Members called in accordance with clause 19 (General meetings of Members), of which not less than 14 days' notice has been given to those eligible to attend and vote:

29.1.1.1. by a resolution passed by a 75% majority of those voting; or

29.1.1.2. 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

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

29.2. Provided that the CIO's debts or other liabilities have been settled or otherwise provided for in full:

29.2.1. 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; and

29.2.2. if the resolution does not contain such a provision as required by clause 29.2.1, the Charity Trustees must decide how any remaining assets of the CIO shall be applied;

and in either case the remaining assets must be applied within the district of Blackburn with Darwen for charitable purposes the same as or similar to those of the CIO.

29.3. 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:

29.3.1. the Charity Trustees must send with their application to the Charity Commission:

29.3.1.1. a copy of the resolution passed by the Members;

29.3.1.2. 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

29.3.1.3. 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

29.3.2. 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.

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