

**CHARITABLE INCORPORATED ORGANISATION**  
**CONSTITUTION**  
**of**  
**PELVIC, OBSTETRIC AND GYNAECOLOGICAL PHYSIOTHERAPY (POGP)**

Date of constitution (last amended):

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**Deleted:** 28 December 2018

**1. Name**

1.1 The name of the Charitable Incorporated Organisation ("the CIO") is Pelvic, Obstetric and Gynaecological Physiotherapy (POGP).

**2. National location of principal office**

2.1 The CIO must have a principal office in England or Wales. The principal office of the CIO is in England.

**3. Objects**

3.1 The objects of the CIO are, within the fields of obstetrics, gynaecology, urology, colorectal and sexual health and dysfunction:

3.1.1 the advancement of health; and

3.1.2 the advancement of education,

particularly but not exclusively by:

- maintaining a professional network of physiotherapists operating in these fields;
- supporting research in the relevant fields;
- providing and promoting the training of physiotherapists in the relevant fields; and
- raising awareness and understanding of physiotherapy in the relevant fields.

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

**4. Powers**

4.1 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:

4.1.1 to encourage continuing professional development amongst physiotherapists in the relevant fields;

- 4.1.2 to link with the Chartered Society of Physiotherapy and other organisations;

*Acquisition, management and disposal of assets*

- 4.1.3 to buy, take on lease, share, hire or otherwise acquire property of any sort;
- 4.1.4 to sell, lease or otherwise dispose of all or any part of the property belonging to the CIO, provided that, where applicable, the CIO, and its Trustees, comply with s.117 to 123 of the Charities Act;
- 4.1.5 to borrow money and to charge the whole or any part of the property belonging to the CIO as security, provided that if the CIO wishes to mortgage land, the CIO and its Trustees comply with s.124 to 126 of the Charities Act;
- 4.1.6 to construct, alter, provide, manage, maintain, furnish and fit with all the necessary furniture and other equipment any buildings and any other premises or structures or land;

*Employees and others*

- 4.1.7 subject to Articles 6 and 7, to employ and pay any employees and other staff, consultants, agents and advisers;
- 4.1.8 to make provision for the payment of pensions and other benefits to or on behalf of employees and their dependants;

*Funding*

- 4.1.9 to invite and receive contributions or grants, enter into contracts, seek subscriptions and raise funds in any way including by carrying on trade but not by means of Taxable Trading;
- 4.1.10 to give or receive guarantees or indemnities;

*Activities*

- 4.1.11 to promote or undertake study or research and disseminate the useful results of such research;
- 4.1.12 to produce, print and publish anything in or on any media;
- 4.1.13 to provide grants, scholarships, awards or materials in kind and to provide or procure the provision of services, education, training, consultancy, advice, support, counselling or guidance;
- 4.1.14 to undertake the administration or management (whether as trustee, agent or otherwise) of any charitable trust;
- 4.1.15 to accept any property upon or on any special trusts, or for any institutions or purposes either specified or to be specified by some person other than the Trustees;

#### *Collaboration*

- 4.1.16 to establish, promote and otherwise assist in any way any limited company or companies or other bodies for the purpose of furthering in any way the Objects or to acquire property or to undertake any form of trading activity, and to establish the same either as wholly owned subsidiaries of the CIO or jointly with other persons (including government departments or statutory authorities) and to finance them by way of loan or share subscription or other means;
- 4.1.17 to take control of, support, co-operate, federate, merge, join or amalgamate with any other persons;
- 4.1.18 to transfer to or to purchase or otherwise acquire from any person with or without consideration, any property, assets or liabilities, and to perform any of their engagements;
- 4.1.19 to co-operate and enter into any arrangements with any person (including any government department or statutory authority);

#### *Banking and Insurance*

- 4.1.20 to open and operate bank accounts and other banking facilities including by using internet banking or other electronic authentication methods;
- 4.1.21 to insure any risks arising from the CIO's activities;
- 4.1.22 to purchase indemnity insurance for the Trustees in accordance with and to the extent permitted by the Charities Act;

#### *Investment and Social Investment*

- 4.1.23 to make social investments in accordance with Part 14 A of the Charities Act;
- 4.1.24 to invest any money in any investments, securities or properties; and to accumulate and set aside funds for special purposes or as reserves in accordance with a reserves policy; and to accumulate expendable endowment;
- 4.1.25 to delegate upon such terms and at such reasonable remuneration as the CIO may think fit to an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000 ("the Managers") the management of investments (being assets capable of producing income which may also increase in capital value), provided that:-
  - (a) the delegated powers shall be exercisable only within clear policy guidelines set by the Trustees;
  - (b) the Managers are under an obligation to report promptly to the Trustees every transaction carried out by the Managers and the performance of investments managed by them;
  - (c) the Trustees are entitled at any time to review, alter or terminate the delegation arrangement;

- (d) the Trustees review the arrangements for delegation at intervals but so that any failure by the CIO to undertake such reviews shall not invalidate the delegation; and
  - (e) the Managers must not do anything outside the powers of the CIO.
- 4.1.26 to arrange for investments or other property of the CIO to be held in the name of a nominee company acting under the control of the Trustees or of a financial expert acting under their instructions, and to pay any reasonable fee required;

*Other matters*

- 4.1.27 to pay all the expenses and costs of establishing the CIO; and
- 4.1.28 to do anything else within the law which promotes or helps to promote the Objects.

**5. Application of income and property**

- 5.1 The income and property of the CIO must be applied solely towards the promotion of the Objects.
- 5.2 A Trustee, employee, or member of a committee 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.
- 5.3 A 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.
- 5.4 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 of the CIO. This does not prevent a Member receiving:
- 5.4.1 a benefit from the CIO as a beneficiary of the CIO;
  - 5.4.2 reasonable and proper remuneration for any goods or services supplied to the CIO (subject to clause 6 below in regard to Trustees).
- 5.5 Nothing in clause 5.4 shall prevent a Trustee or connected person receiving any benefit or payment which is authorised by Clause 6 or by the Charity Commission ("Commission").

**6. Benefits and payments to trustees and connected persons**

- 6.1 General provisions
- 6.1.1 No 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 6.2, or authorised by the court or the Commission. In this clause, a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.

## 6.2 Scope and powers permitting trustees' or connected persons' benefits

- 6.2.1 A trustee or connected person may receive a benefit from the CIO as a beneficiary of the CIO provided that a majority of the trustees do not benefit in this way.
- 6.2.2 A trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the CIO where that is permitted in accordance with, and subject to the conditions in, section 185 to 188 of the Charities Act.
- 6.2.3 Subject to clause 6.3 a trustee or connected person may provide the CIO with goods that are not supplied in connection with services provided to the CIO by the trustee or connected person.
- 6.2.4 A 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).
- 6.2.5 A trustee or connected person may receive rent for premises let by the trustee or connected person to the CIO. The amount of the rent and the other terms of the lease must be reasonable and proper. The trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- 6.2.6 A 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.

## 6.3 Payment for supply of goods only - controls

- 6.3.1 The CIO and its trustees may only rely upon the authority provided by clause 6.2.3 above if each of the following conditions is satisfied:
  - (a) The amount or maximum amount of the payment for the goods is set out in a written agreement between the CIO and the 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 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 trustee or connected person. In reaching that decision the trustees must balance the advantage of contracting with a trustee or connected person against the disadvantages of doing so.

- (d) The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the CIO.
- (e) The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of trustees is present at the meeting.
- (f) The reason for their decision is recorded by the trustees in the minute book.
- (g) A majority of the trustees then in office are not in receipt of remuneration or payments authorised by clause 4.1.

6.4 In clauses 6.1 and 6.3 above:

6.4.1 "the CIO" includes any company in which the CIO:

- (a) holds more than 50% of the shares; or
- (b) controls more than 50% of the voting rights attached to the shares; or
- (c) has the right to appoint one or more directors to the board of the company.

6.4.2 "connected person" includes any person within the definition set out in clause 33 (Interpretation);

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

7.1 A trustee must:

- 7.1.1 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
- 7.1.2 absent himself or herself from any discussions of the trustees in which it is possible that a conflict of interest will arise between his or her duty to act solely in the interests of the CIO and any personal interest (including but not limited to any financial interest).

7.2 Any trustee absenting himself or herself from any discussions in accordance with this clause 7 must not vote or be counted as part of the quorum in any decision of the trustees on the matter.

## **8. Liability of members to contribute to the assets of the CIO if it is wound up**

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

## **9. Membership of the CIO**

### **9.1 Admission of new members**

- 9.1.1 The trustees may determine such criteria for membership as they decide and may require applications for membership to be made in any reasonable way that they decide.
- 9.1.2 The trustees are not obliged to admit any person as a member and may decline in their absolute discretion any person's application and need not give reasons for such decision.
- 9.1.3 A person must indicate their agreement to become a member and confirm their acceptance of the duty of members as set out in clause 9.3 before becoming a member
- 9.1.4 The trustees may delegate the power to admit members.

### **9.2 Transfer of membership**

- 9.2.1 Membership of the CIO cannot be transferred to anyone else.

### **9.3 Duty of members**

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

### **9.4 Termination of membership**

- 9.4.1 Membership of the CIO comes to an end if:
  - (a) the member dies; or
  - (b) the member sends a notice of resignation to the trustees; or
  - (c) any sum of money owed by the member to the CIO is not paid in full within three months of its falling due; or
  - (d) the trustees decide that it is in the best interests of the CIO that the member in question should be removed from membership, and pass a resolution to that effect.
- 9.4.2 Before the trustees take any decision to remove someone from membership of the CIO they must:
  - (a) inform the member of the reasons why it is proposed to remove him, her or it from membership;
  - (b) give the member at least 21 clear days notice in which to make representations to the trustees as to why he, she or it should not be removed from membership;
  - (c) at a duly constituted meeting of the trustees, consider whether or not the member should be removed from membership;

- (d) consider at that meeting any representations which the member makes as to why the member should not be removed; and
- (e) allow the member, or the member's representative, to make those representations in person at that meeting, if the member so chooses.

For the avoidance of doubt, a member's failure to practice in accordance with the Chartered Society of Physiotherapy's Code of Members' Professional Values and Behaviour shall be considered sufficient reason for the trustees to remove a member.

#### 9.5 Membership fees

- 9.5.1 The CIO may require members to pay reasonable membership fees to the CIO.

### 10. Members' decisions

#### 10.1 General provisions

- 10.1.1 Except for those decisions that must be taken in a particular way as indicated in clause 10.5 below, decisions of the members of the CIO may be taken either by vote at a general meeting as provided in clause 10.2 or by written resolution as provided in clause 10.3.

#### 10.2 Taking ordinary decisions by vote

- 10.2.1 Subject to clause 10.5 below, any decision of the members of the CIO 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).

#### 10.3 Taking ordinary decisions by written resolution without a general meeting

- 10.3.1 Subject to clause 10.5, a resolution in writing agreed by a simple majority of all the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective, provided that:
  - (a) a copy of the proposed resolution has been sent to all the members eligible to vote; and
  - (b) a simple majority of members has signified its agreement to the resolution in a document or documents which are received at the principal office within the period of 28 days beginning with the circulation date. The document signifying a member's agreement must be authenticated by their signature (or in the case of an organisation which is a member, by execution according to its usual procedure), by a statement of their identity accompanying the document, or in such other manner as the CIO has specified.
- 10.3.2 The resolution in writing may comprise several copies to which one or more members has signified their agreement.

10.3.3 Eligibility to vote on the resolution is limited to members who are members of the CIO on the date when the proposal is first circulated in accordance with paragraph (a) above.

#### 10.4 Members' Power to Request Resolutions

10.4.1 Not less than 10% of the members of the CIO may request the trustees to make a proposal for decision by the members.

10.4.2 The trustees must within 21 days of receiving such a request comply with it if:

- (a) the proposal is not frivolous or vexatious, and does not involve the publication of defamatory material;
- (b) the proposal is stated with sufficient clarity to enable effect to be given to it if it is agreed by the members; and
- (c) effect can lawfully be given to the proposal if it is so agreed.

10.4.3 Clauses 10.3.1 to 10.3.3 apply to a proposal made at the request of members.

#### 10.5 Decisions that must be taken in a particular way

10.5.1 Any decision by the members to remove a trustee must be taken in accordance with clause ~~16.2~~

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10.5.2 Any decision to amend this constitution must be taken in accordance with clause 30 of this constitution (Amendment of Constitution).

10.5.3 Any decision to wind up or dissolve the CIO must be taken in accordance with clause 31 of this constitution (Voluntary winding up or dissolution).

10.5.4 Any decision to amalgamate or transfer the undertaking of the CIO to one or more other CIOs must be taken in accordance with the provisions of the Charities Act.

### 11. General meetings of members

#### 11.1 Types of general meeting

11.1.1 There must be an annual general meeting (AGM) of the members of the CIO. The first AGM must be held within ~~21~~ months of the registration of the CIO, 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 14.

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11.1.2 Other general meetings of the members of the CIO may be held at any time.

11.1.3 All general meetings must be held in accordance with the provisions below.

## 11.2 Calling general meetings

### 11.2.1 The trustees:

- (a) must call the annual general meeting of the members of the CIO in accordance with clause 11.1.1, and identify it as such in the notice of the meeting; and
- (b) may call any other general meeting of the members at any time.

### 11.2.2 The trustees must, within 21 days, call a general meeting of the members of the CIO if:

- (a) they receive a request to do so from at least 10% of the members of the CIO; and
- (b) the request states the general nature of the business to be dealt with at the meeting, and is authenticated by the member(s) making the request.

### 11.2.3 If, at the time of any such request, there has not been any general meeting of the members of the CIO for more than 12 months, then clause 11.2.2(a) shall have effect as if 5% were substituted for 10%.

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

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

### 11.2.6 Any general meeting called by the trustees at the request of the members of the CIO must be held within 28 days from the date on which it is called.

### 11.2.7 If the trustees fail to comply with the 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.

### 11.2.8 A general meeting called by the members must be held not more than 3 months after the date when the members first requested the meeting.

### 11.2.9 The CIO must reimburse any reasonable expenses incurred by the members calling a general meeting by reason of the failure of the trustees to duly call the meeting, but the CIO shall be entitled to be indemnified by the trustees who were responsible for such failure.

## 11.3 Notice of general meetings

### 11.3.1 The trustees, or, as the case may be, the relevant members of the CIO, must give at least 14 clear days' notice of any (annual) general meeting to all of the members, and to any trustee of the CIO who is not a member.

### 11.3.2 If it is agreed by not less than 90% of all members of the CIO, any resolution may be proposed and passed at any (annual) general meeting even though the requirements of clause 11.3.1 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 or by the General Regulations.

11.3.3 The notice of any (annual) general meeting must:

- (a) state the time and date of the meeting;
- (b) if a physical meeting will take place, give the address at which the meeting is to take place;
- (c) if an electronic meeting will take place, provide sufficient information to allow members to access the meeting;
- (d) 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
- (e) if a proposal to alter the constitution of the CIO is to be considered at the meeting, include the text of the proposed alteration;
- (f) include, with the notice for the AGM, the annual statement of accounts and trustees' annual report, details of persons standing for election or reelection as trustee, or where allowed under clause 20 (Use of electronic communication), details of where the information may be found on the CIO's website.

11.3.4 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.

11.3.5 Notice shall be deemed to be given 48 hours after it was posted or sent.

11.3.6 The proceedings of a meeting shall not be invalidated because a member who was entitled to receive notice of the meeting did not receive it because of accidental omission by the CIO.

11.4 Chairing of general meetings

11.4.1 The person nominated as chair by the trustees under clause 20.2 (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 the CIO who are present at a general meeting shall elect a chair to preside at the meeting.

11.5 Quorum at general meetings

11.5.1 No business may be transacted at any general meeting of the members of the CIO unless a quorum is present whether in person or by proxy when the meeting starts. If an electronic meeting is held or members are given the option to access a meeting electronically, a person shall also be considered present if they have electronically accessed the meeting, are able to hear the Chair speak and have the ability to vote on any resolutions at the meeting.

- 11.5.2 Subject to the following provisions, the quorum for general meetings shall be the greater of 5% or forty members.
- 11.5.3 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.
- 11.5.4 If the meeting has been called in any other way and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the chair must adjourn the meeting. The date, time and place at which the meeting will resume must either be announced by the chair or be notified to the CIO's members at least seven clear days before the date on which it will resume.
- 11.5.5 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.
- 11.5.6 If at any time during the meeting a quorum ceases to be present, the meeting may discuss issues and make recommendations to the trustees but may not make any decisions. If decisions are required which must be made by a meeting of the members, the meeting must be adjourned.

#### 11.6 Proxy voting

- 11.6.1 Any member of the CIO may appoint another Full Member as a proxy to exercise all or any of that member's rights to attend, speak and vote at a general meeting of the CIO. Proxies must be appointed by a notice in writing (a "proxy notice") which:
  - (a) states the name and address of the member appointing the proxy;
  - (b) identifies the Full Member appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
  - (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the CIO may determine; and
  - (d) is delivered to the CIO in accordance with the constitution and any instructions contained in the notice of the general meeting to which they relate.
- 11.6.2 The CIO may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 11.6.3 Proxy notices may (but do not have to) specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 11.6.4 Unless a proxy notice indicates otherwise, it must be treated as:
  - (a) allowing the Full Member appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

- (b) appointing that Full Member as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
  - 11.6.5 A member who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the CIO by or on behalf of that member.
  - 11.6.6 An appointment under a proxy notice may be revoked by delivering to the CIO a notice in writing given by or on behalf of the member by whom or on whose behalf the proxy notice was given.
  - 11.6.7 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
  - 11.6.8 If a proxy notice is not signed or authenticated by the member appointing the proxy, it must be accompanied by written evidence that the person who signed or authenticated it on that member's behalf had authority to do so.
- 11.7 Voting at general meetings
- 11.7.1 Any decision other than one falling within clause 10.5 (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.
  - 11.7.2 A resolution put to the vote of a meeting shall be decided on a show of hands, unless (before or on the declaration of the result of the show of hands) a poll is duly demanded. A poll may be demanded by the chair or by at least 10% of the members present in person or by proxy at the meeting.
  - 11.7.3 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.
  - 11.7.4 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; or
    - (c) through the use of postal or electronic communications.
  - 11.7.5 In the event of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall have a second, or casting vote.
  - 11.7.6 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.

11.8 Adjournment of meetings

11.8.1 The chair may at 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.

11.9 Electronic meetings

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11.9.1 A general meeting of the CIO may be called either as a physical meeting, an electronic meeting or a combination of the two.

11.9.2 Where electronic access to a general meeting is permitted:

(a) the access must be via suitable electronic means agreed by the Trustees;

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(b) members accessing the meeting electronically must be able to hear the Chair speak and have the ability to vote on any resolutions at the meeting in order to form part of the quorum.

11.9.3 The Trustees may take reasonable measures, and make Rules, relating to the holding of electronic meetings from time to time. Such measures and Rules may include provisions relating to etiquette and communication in meetings, voting in meetings and how to proceed in the event of technical difficulties.

12. **Postal Voting**

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12.1 The CIO may, if the trustees so decide, allow the members to vote by post or electronic mail ("email") to elect trustees or to make a decision on any matter that is being decided at a general meeting of the members.

12.2 The trustees must appoint at least two persons independent of the CIO to serve as scrutineers to supervise the conduct of the postal/email ballot and the counting of votes.

12.3 If postal and/or email voting is to be allowed on a matter, the CIO must send to members of the CIO not less than 21 days before the deadline for receipt of votes cast in this way:

12.3.1 a notice by email, if the member has agreed to receive notices in this way under clause 23 (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 the CIO, containing details of the resolution being put to a vote, or of the candidates for election, as applicable;

12.3.2 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.

12.4 The voting procedure must require all forms 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 POGP', at the CIO's principal office or such other postal address as is specified in the voting procedure.

- 12.5 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.
- 12.6 Email votes must be returned to an email address used only for this purpose and must be accessed only by a scrutineer.
- 12.7 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.
- 12.8 The scrutineers must make a list of names of members casting valid votes, and a separate list of members casting votes which were invalid. These lists must be provided to a 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.
- 12.9 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 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 declaration.
- 12.10 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.
- 12.11 The scrutineers must not disclose the result of the postal/email ballot until after votes taken by hand or by poll at the meeting, or by poll after the meeting, have been counted. Only at this point shall the scrutineers declare the result of the valid votes received, and these votes shall be included in the declaration of the result of the vote.
- 12.12 Following the final declaration of the result of the vote, the scrutineers must provide to a trustee or other authorised person bundles containing the evidence of members submitting valid postal votes; evidence of members submitting valid email votes; evidence of invalid votes; the valid votes; and the invalid votes.
- 12.13 Any dispute about the conduct of a postal or email ballot must be referred initially to a panel set up by the trustees, to consist of two trustees and two persons independent of the CIO. If the dispute cannot be satisfactorily resolved by the panel, it must be referred to the Electoral Reform Society.

### **13. Trustees**

- 13.1 Functions and duties of trustees

13.1.1 The 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 trustee:

- (a) to exercise his or her powers and to perform his or her functions as a trustee of the CIO in the way he or she decides in good faith would be most likely to further the purposes of the CIO; and
- (b) to exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to:
  - (i) any special knowledge or experience that he or she has or holds himself or herself out as having; and
  - (ii) if he or she acts as a trustee of the CIO in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.

#### 13.2 Eligibility for trusteeship

13.2.1 Every trustee must be a natural person.

13.2.2 Every trustee must be a Full Member.

13.2.3 No one may be appointed as a trustee:

- (a) if he or she is under the age of 18 years; or
- (b) if he or she is disqualified from acting as a Trustee by virtue of sections 178-180 of the Charities Act (or any statutory re-enactment or modification of that provision).

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

#### 13.3 Number of trustees

13.3.1 There must be at least 5 trustees. If the number falls below this minimum, the remaining trustee or trustees may act only to call a meeting of the trustees, or appoint a new trustee.

13.3.2 The maximum number of trustees is 12. The trustees may not appoint any trustee if as a result the number of trustees would exceed the maximum.

#### 13.4 First trustees

13.4.1 The first trustees of the CIO are

- (a) Katie Mann
- (b) Joanna Fordyce
- (c) Ruth Hawkes
- (d) Rebecca Simon

- (e) Shirley Bustard
- (f) Rachel Burnett
- (g) Jane Elizabeth Paule Newman
- (h) Amanda Savage
- (i) Gillian Campbell
- (j) Alexandra Frankham

**14. Appointment of trustees**

- 14.1 At the first annual general meeting of the members of the CIO all the trustees shall retire from office;
- 14.2 At every subsequent annual general meeting of the members of the CIO, one-third of the trustees shall retire from office. If the number of 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 trustee, he or she shall retire;
- 14.3 The trustees to retire by rotation shall be those who have been longest in office since their last appointment or reappointment. If any trustees were last appointed or reappointed on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot;
- 14.4 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 in clause 14.5;
- 14.5 The members or the trustees may at any time decide to appoint a new trustee, whether in place of a trustee who has retired or been removed in accordance with clause 16 (Retirement and removal of trustees), or as an additional trustee, provided that the limit specified in clause 13.3 on the number of trustees would not as a result be exceeded;
- 14.6 A person so appointed by the members of the CIO shall retire in accordance with the provisions of clauses 14.2 and 14.3. A person so appointed by the trustees shall retire at the conclusion of the next annual general meeting after the date of his or her appointment, and shall not be counted for the purpose of determining which of the trustees is to retire by rotation at that meeting.

**15. Information for new trustees**

- 15.1 The trustees will make available to each new trustee, on or before his or her first appointment:
  - 15.1.1 a copy of this constitution and any amendments made to it; and
  - 15.1.2 a copy of the CIO's latest trustees' annual report and statement of accounts.

**16. Retirement and removal of trustees**

- 16.1 A trustee ceases to hold office if he or she:

- 16.1.1 retires by notifying the CIO in writing (but only if enough trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings);
  - 16.1.2 is absent without the permission of the trustees from two consecutive trustee meetings and the trustees resolve that his or her office be vacated;
  - 16.1.3 dies;
  - 16.1.4 becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
  - 16.1.5 is removed by the members of the CIO in accordance with clause 16.2;
  - 16.1.6 is disqualified from acting as a trustee by virtue of section 178-180 of the Charities Act (or any statutory re-enactment or modification of that provision); or
  - 16.1.7 is removed by a vote of a two-thirds majority of the other trustees present and voting at a Board meeting at which at least half of the serving trustees are present, provided that
    - (a) prior to such a meeting the trustee in question has been given written notice of the intention to propose such a resolution at the meeting; and
    - (b) the trustee in question is given an opportunity to make representations prior to a vote being held.
- 16.2 A 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.
- 16.3 A resolution to remove a trustee in accordance with clause 16.2 shall not take effect unless the individual concerned has been given at least 14 clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been given a reasonable opportunity of making oral and/or written representations to the members of the CIO.
- 17. Reappointment of trustees**
- 17.1 Any person who retires as a trustee by rotation or by giving notice to the CIO is eligible for reappointment.
- 18. Taking of decisions by trustees**
- 18.1 Any decision may be taken either:
- 18.1.1 at a meeting of the trustees; or
  - 18.1.2 by resolution in writing or electronic form agreed by all of the 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 trustees has signified their agreement.

**19. Delegation by trustees**

- 19.1 The trustees may delegate any of their powers or functions to a committee or committees, and, if they do, they must determine the terms and conditions on which the delegation is made. The trustees may at any time alter those terms and conditions, or revoke the delegation.
- 19.2 This power is in addition to the power of delegation in the General Regulations and any other power of delegation available to the trustees, but is subject to the following requirements –
  - 19.2.1 a committee may consist of two or more persons, but at least one member of each committee must be a trustee;
  - 19.2.2 the acts and proceedings of any committee must be brought to the attention of the trustees as a whole as soon as is reasonably practicable; and
  - 19.2.3 the trustees shall from time to time review the arrangements which they have made for the delegation of their powers.

**20. Meetings and proceedings of trustees**

- 20.1 Calling meetings
  - 20.1.1 The chair or any three trustees may call a meeting of the trustees.
  - 20.1.2 Subject to that, the trustees shall decide how their meetings are to be called, and what notice is required.
- 20.2 Chairing of meetings
  - 20.2.1 The 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 trustees present may appoint one of their number to chair that meeting.
- 20.3 Procedure at meetings
  - 20.3.1 No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken. The quorum is three trustees, or such larger number as the trustees may decide from time to time. A trustee shall not be counted in the quorum present when any decision is made about a matter upon which he or she is not entitled to vote.
  - 20.3.2 Questions arising at a meeting shall be decided by a majority of those eligible to vote.
  - 20.3.3 In the case of an equality of votes, the chair shall have a second or casting vote.
- 20.4 Participation in meetings by electronic means

- 20.4.1 A meeting may be held by suitable electronic means agreed by the trustees in which each participant may communicate with all the other participants.
- 20.4.2 Any trustee participating at a meeting by suitable electronic means agreed by the trustees in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting.
- 20.4.3 Meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes.

## **21. Saving provisions**

- 21.1 Subject to clause 21.2, all decisions of the trustees, or of a committee of trustees, shall be valid notwithstanding the participation in any vote of a trustee:
  - 21.1.1 who was disqualified from holding office;
  - 21.1.2 who had previously retired or who had been obliged by the constitution to vacate office;
  - 21.1.3 who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise;
  - 21.1.4 if, without the vote of that trustee and that trustee being counted in the quorum, the decision has been made by a majority of the trustees at a quorate meeting.
- 21.2 Clause 21.1 does not permit a trustee to keep any benefit that may be conferred upon him or her by a resolution of the trustees or of a committee of trustees if, but for clause 21.1, the resolution would have been void, or if the trustee has not complied with clause 7 (Conflicts of interest).

## **22. Execution of documents**

- 22.1 The CIO shall execute deeds either by signature or by affixing its seal (if it has one).
- 22.2 A deed is validly executed by signature if it is signed by at least two of the trustees.

## **23. Use of electronic communications**

- 23.1 General
  - 23.1.1 The CIO will comply with the requirements of the Communications Provisions in the General Regulations and in particular:
    - (a) the requirement to provide within 21 days to any member on request a hard copy of any document or information sent to the member otherwise than in hard copy form;
    - (b) any requirements to provide information to the Commission in a particular form or manner.
- 23.2 To the CIO

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

**23.3 By the CIO**

23.3.1 Any member or trustee of the CIO, by providing the CIO with his or her email address or similar, is taken to have agreed to receive communications from the CIO in electronic form at that address, unless the member has indicated to the CIO his or her unwillingness to receive such communications in that form.

23.3.2 The trustees may, subject to compliance with any legal requirements, by means of publication on its website:

- (a) provide the members with the notice referred to in clause 11.3 (Notice of general meetings);
- (b) give trustees notice of their meetings in accordance with clause 18 (Calling meetings); and
- (c) submit any proposal to the members or trustees for decision by written resolution or postal vote in accordance with the CIO's powers under clause 10 (Members' decisions), 10.3 (Decisions taken by resolution in writing), or clause 12 (Postal voting).

23.3.3 trustees must:

- (a) take reasonable steps to ensure that members and trustees are promptly notified of the publication of any such notice or proposal;
- (b) send any such notice or proposal in hard copy form to any member or trustee who has not consented to receive communications in electronic form.

**24. Keeping of Registers**

24.1 The CIO 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 trustees.

**25. Minutes**

25.1 The trustees must keep minutes of all:

25.1.1 appointments of officers made by the trustees;

25.1.2 proceedings at general meetings of the CIO;

25.1.3 meetings of the trustees and committees of trustees including:

- (a) the names of the trustees present at the meeting;
- (b) the decisions made at the meetings; and
- (c) where appropriate the reasons for the decisions;

25.1.4 decisions made by the trustees otherwise than in meetings.

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

26.1 The trustees must comply with the requirements of the Charities Act with regard to the keeping of accounting records, to the preparation and scrutiny of statements of accounts, and to the preparation of annual reports and returns. The statements of accounts, reports and returns must be sent to the Charity Commission, regardless of the income of the CIO, within 10 months of the financial year end.

26.2 The trustees must comply with their obligation to inform the Commission within 28 days of any change in the particulars of the CIO entered on the Central Register of Charities.

**27. Rules**

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

**28. Honorary Positions**

28.1 The Board may appoint and remove any person for such terms as they think fit as the President, Vice President or Patron of the CIO. Such posts are honorary only and carry no vote or other rights.

**29. Disputes**

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

**30. Amendment of constitution**

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

30.1.1 This constitution can only be amended:

- (a) by resolution agreed in writing by all members of the CIO; or
- (b) by a resolution passed by a 75% majority of votes cast at a general meeting of the members of the CIO.

30.2 Any alteration of clause 3 (Objects), clause 31 (Voluntary winding up or dissolution), this clause, or of any provision where the alteration would provide authorisation for any benefit to be obtained by trustees or members of the CIO or persons connected with them, requires the prior written consent of the Charity Commission.

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

30.4 A copy of any resolution altering the constitution, together with a copy of the CIO's constitution as amended, must be sent to the Commission within 15 days from the date on which the resolution is passed. The amendment does not take effect until it has been recorded in the Register of Charities.

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

31.1 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:

31.1.1 at a general meeting of the members of the CIO called in accordance with clause 11 (Meetings of Members), of which not less than 14 days' notice has been given to those eligible to attend and vote by a resolution passed by a 75% majority of those voting, or

31.1.2 by a resolution agreed in writing by all members of the CIO.

31.2 Subject to the payment of all the CIO's debts:

31.2.1 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;

31.2.2 if the resolution does not contain such a provision, the trustees must decide how any remaining assets of the CIO shall be applied;

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

31.3 The CIO must observe the requirements of the Dissolution Regulations in applying to the Commission for the CIO to be removed from the Register of Charities, and in particular:

31.3.1 the trustees must send with their application to the Commission:

- (a) a copy of the resolution passed by the members of the CIO;
- (b) a declaration by the 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 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.

31.3.2 the trustees must ensure that a copy of the application is sent within 7 days to every member and employee of the CIO, and to any trustee of the CIO who was not privy to the application.

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

### **32. Indemnity of trustees**

32.1 To the extent permitted by law from time to time, but without prejudice to any indemnity to which a member of the board of trustees or other officer may otherwise

be entitled the CIO may indemnify every trustee or other officer out of the assets of the CIO against all costs and liabilities incurred by him or her which relate to anything done or omitted or alleged to have been done or omitted by him or her as a trustee or other officer save that no trustee may be entitled to be indemnified:

- 32.1.1 for any liability incurred by him or her to the CIO or any associated company of the CIO;
- 32.1.2 for any fine imposed in criminal proceedings;
- 32.1.3 for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising;
- 32.1.4 for any liability which he or she has incurred in defending any criminal proceedings in which he or she is convicted and such conviction has become final; and
- 32.1.5 for any liability which he or she has incurred in defending any civil proceedings brought by the CIO or an associated company in which a final judgment has been given against him or her.

32.2 To the extent permitted by law from time to time, but without prejudice to any indemnity to which the trustees or other officer may otherwise be entitled, the CIO may provide funds to every trustee or other officer to meet expenditure incurred or to be incurred by him or her in any proceedings (whether civil or criminal) brought by any party which relate to anything done or omitted or alleged to have been done or omitted by him or her as a trustee or officer, provided that he or she will be obliged to repay such amounts no later than:

- 32.2.1 in the event he or she is convicted in proceedings, the date when the conviction becomes final; or
- 32.2.2 in the event of judgment being given against him or her in proceedings, the date when the judgment becomes final.

### 33. Interpretation

33.1 In this constitution:

- 33.1.1 "**Charities Act**" means the Charities Acts 1992 to 2011;
- 33.1.2 "**connected person**" means:
  - (a) a child, parent, grandchild, grandparent, brother or sister of the trustee;
  - (b) the spouse or civil partner of the trustee or of any person falling within clause 33.1.1(a) above;
  - (c) a person carrying on business in partnership with the trustee or with any person falling within clause 33.1.1(a) or 33.1.1(b) above;
  - (d) an institution which is controlled -

- (i) by the trustee or any connected person falling within clauses 33.1.2(a), 33.1.2(b), or 33.1.2(c) above; or
    - (ii) by two or more persons falling within clause 33.1.2(d)(i), when taken together
  - (e) a body corporate in which -
    - (i) the trustee or any connected person falling within clauses 33.1.2(a) to 33.1.2(c) has a substantial interest; or
    - (ii) two or more persons falling within 33.1.2(e)(i) who, when taken together, have a substantial interest.
- 33.2 Section 118 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this constitution.
- 33.3 **"General Regulations"** means the Charitable Incorporated Organisations (General) Regulations 2012.
- 33.4 **"Dissolution Regulations"** means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012.
- 33.5 The **"Communications Provisions"** means the Communications Provisions in Part 10, Chapter 4 of the General Regulations.
- 33.6 **"Full Member"** means a member of the CIO who is classified as a "Full Member" in the CIO's Rules adopted pursuant to clause 27.
- 33.7 **"Taxable Trading"** means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax;
- 33.8 **"trustee"** means a trustee of the CIO.
- 33.9 **"poll"** means a counted vote or ballot, usually (but not necessarily) in writing.