

**Dated**

**6<sup>th</sup> February 2020**

**BRITISH BURN ASSOCIATION**

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

Anthony Collins Solicitors LLP  
134 Edmund Street  
Birmingham  
B3 2ES

Ref: 47956.0001

## 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) above;
  - (d) an institution which is controlled by:-
    - (i) a Charity Trustee or any Connected Person falling within (a) or (b); or
    - (ii) two or more persons falling within (a) or (b) when taken together;
  - (e) a body corporate in which:-
    - (i) a Charity Trustee or any Connected Person falling within (a) or (b) has a substantial interest; or
    - (ii) two or more persons falling within (a) or (b) who, when taken together, have a substantial interest.
- “Dissolution Regulations”** means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012;
- “General Regulations”** means the Charitable Incorporated Organisations (General) Regulations 2012;
- “Member”** means a member of the CIO admitted in accordance with clause 10.1;
- “Objects”** means the charitable objects of the CIO set out in clause 4;

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

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

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

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

## **2. NAME**

The name of the Charitable Incorporated Organisation is British Burn Association (“the CIO”).

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

The principal office of the CIO is in England.

## **4. OBJECTS**

4.1 The Objects of the CIO are, for the public benefit, the relief of those suffering from burn injuries by:

4.1.1 Disseminating knowledge and stimulating prevention in the field of burns;

4.1.2 Promoting education in all aspects of burn care;

4.1.3 Promoting and supporting research into scientific, clinical and societal aspects of burn injury.

4.1.4 Promoting standards in the delivery of burn care

## **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 the power to:

5.1 borrow money and charge the whole or any part of its property as security for the repayment of the money borrowed. The CIO must comply as appropriate with sections 124 and 125 of the Charities Act 2011 if it wishes to mortgage land;

5.2 buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;

- 5.3 sell, lease or otherwise dispose of all or any part of the property belonging to the CIO. In exercising this power, the CIO must comply as appropriate with sections 117 and 119 -123 of the Charities Act 2011;
- 5.4 employ and remunerate such staff as are necessary for carrying out the work of the CIO. The CIO may employ or remunerate a Charity Trustee only to the extent that it is permitted to do so by clause 7 (Benefits and payments to Charity Trustees and Connected Persons) and provided it complies with the conditions of that clause;
- 5.5 deposit or invest funds, employ a professional fund-manager and arrange for the investments or other property of the CIO to be held in the name of a nominee in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000; and
- 5.6 do anything else within the law which is incidental and conducive to the 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. This does not prevent a Member who is not also a Charity Trustee receiving:
  - 6.4.1 a benefit from the CIO as a beneficiary of the CIO; and/or
  - 6.4.2 reasonable and proper remuneration as an employee or for any goods or services supplied to the CIO.
- 6.5 Nothing in this clause shall prevent a Charity Trustee or Connected Person receiving any benefit or payment which is authorised by clause 7.

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

### **7.1 General Provisions**

- 7.1.1 In furtherance of the Objects the CIO may provide benefits to the Charity Trustees and Connected Persons where those benefits are the same as or similar to benefits provided to other beneficiaries of the CIO.

7.1.2 No Charity Trustee or Connected Person may:

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

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

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

7.2.1 A Charity Trustee or Connected Person may receive a benefit from the CIO as a beneficiary of the CIO in accordance with clause 7.1.1.

7.2.2 A Charity Trustee or Connected Person may enter into a contract for the supply of services or of goods that are supplied in connection with the provision of services to the CIO where that is permitted in accordance with, and subject to the conditions in, section 185 to 188 of the Charities Act 2011.

7.2.3 Subject to clause 7.3 a Charity Trustee or Connected Person may be employed (other than as a Charity Trustee) by the CIO.

7.2.4 Subject to clause 7.4 a Charity Trustee or Connected Person may provide the CIO with goods that are not supplied in connection with services provided to the CIO by the Charity Trustee or Connected Person.

7.2.5 A Charity Trustee or Connected Person may receive interest on money lent to the CIO at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).

7.2.6 A Charity Trustee or Connected Person may receive rent for premises let by the Charity Trustee or Connected Person to the CIO. The amount of the rent and other terms of the lease must be reasonable and proper. The Charity Trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.

7.2.7 A Charity Trustee or Connected Person may take part in the normal trading and fundraising activities of the CIO on the same terms as members of the public.

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

5870742-1

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

- 7.3.1 the terms of the employment are set out in a written agreement between the CIO and the Charity Trustee or Connected Person who is the employee ("the employee");
- 7.3.2 the remuneration or other sums paid to the employee do not exceed an amount that is reasonable in all the circumstances;
- 7.3.3 the other Charity Trustees are satisfied that it is in the best interests of the CIO to employ the employee rather than someone who is not a Charity Trustee or Connected Person. In reaching that decision the Charity Trustees must balance the advantage of contracting with the employee against the disadvantages of doing so (especially the loss of any employee's services as a result of dealing with the employee's conflict of interests);
- 7.3.4 the employee is absent from the part of any meeting at which there is discussion of his or her employment or remuneration or any matter concerning the contract, his or her performance in the employment or his or her performance of the contract, any proposal to enter into any other contract or arrangement with him/her or to confer any benefit upon him or her or of any other matter relating to payment or the conferring of any benefit to him or her;
- 7.3.5 the employee does not vote on any such matter and is not counted when calculating whether a quorum of Charity Trustees is present at the meeting;
- 7.3.6 the reason for their decision is recorded by the Charity Trustees in the minute book; and
- 7.3.7 a majority of the Charity Trustees then in office are not in receipt of remuneration or payments authorised by clause 7 and for clarification remuneration or payment of a Connected Person is only deemed to be remuneration or payment of a Charity Trustee where it might result in a Charity Trustee obtaining a benefit.

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

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

- 7.4.1 the amount or maximum amount of the payment for the goods is set out in an agreement in writing between the CIO and the Charity Trustee or Connected Person supplying the goods ("the supplier") under which the

supplier is to supply the goods in question to or on behalf of the CIO;

- 7.4.2 the amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question;
- 7.4.3 the other Charity Trustees are satisfied that it is in the best interests of the CIO to contract with the supplier rather than with someone who is not a Charity Trustee or Connected Person. In reaching that decision the Charity Trustees must balance the advantage of contracting with the Supplier against the disadvantages of doing so;
- 7.4.4 the supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her with regard to the supply of goods to the CIO;
- 7.4.5 the supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Charity Trustees is present at the meeting;
- 7.4.6 the reason for their decision is recorded by the Charity Trustees in the minute book; and
- 7.4.7 a majority of the Charity Trustees then in office are not in receipt of remuneration or payments authorised by clause 7 and for clarification remuneration or payment of a Connected Person is only deemed to be remuneration or payment of a Charity Trustee where it might result in a Charity Trustee obtaining a benefit.

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

- 7.5.1 holds more than 50% of the shares;
- 7.5.2 controls more than 50% of the voting rights attached to the shares; or
- 7.5.3 has the right to appoint more than 50% of the directors to its board.

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

A Charity Trustee must:

- 8.1 declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the CIO or in any transaction or arrangement entered into by the CIO which has not previously been declared; and
- 8.2 not vote or be counted as part of the quorum in any decision of the Charity Trustees in relation to any matter in which it is possible that a conflict of interest

will arise between his or her duty to act solely in the interests of the CIO and any personal interest (including but not limited to any financial interest).

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

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

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

### **10.1 Admission of new Members**

10.1.1 Membership of the CIO is open to anyone who meets the membership criteria set by the Charity Trustees in a separate document from time to time, is interested in furthering its purposes and by applying for membership has indicated his or her or its agreement to become a Member and acceptance of the duty of Members set out in clause 10.4.

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

10.1.3 The Charity Trustees may introduce additional categories of membership of the CIO and may determine the rights and obligations of any such Members (including payment of membership fees and eligibility to be elected on to the Executive Committee) and the conditions for admission to and termination of membership

### **10.2 Admission procedure**

The Charity Trustees:

10.2.1 may require applications for membership to be made in any reasonable way that they decide;

10.2.2 may require applicants to sign a code of conduct in order to be admitted as Members.

10.2.3 may refuse an application for membership if they believe that it is in the best interests of the CIO for them to do so;

10.2.4 shall, if they decide to refuse an application for membership, give the applicant their reasons for doing so, within 21 days of the decision being taken and give the applicant the opportunity to appeal against the refusal; and

10.2.5 shall give fair consideration to any such appeal and shall inform the applicant of their decision but any decision to confirm refusal of the application for membership shall be final.

10.2.6 may in their discretion and from time to time award Honorary membership to certain individuals or organisations.

10.2.7 may at any time require a Member to change to a different category of membership if there is a change in the Member's circumstances or the eligibility criteria set by the Charity Trustees.



### 10.3 Transfer of Membership

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

### 10.4 Duty of Members

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

### 10.5 Termination of Membership

10.5.1 Membership comes to an end if:

- (a) the Member dies, or, in the case of an organisation (or the representative or an organisation) that organisation ceases to exist; or
- (b) the Member sends a notice of resignation to the Charity Trustees; or
- (c) any sum of money owed by the Member is not paid in full within three months of its falling due; or
- (d) the Charity 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.
- (e) ceases to meet the criteria for membership set by the Charity Trustees.

10.5.2 Before the Charity Trustees take any decision to remove someone from membership they must:

- (a) inform the Member of the reasons why it is proposed to remove him or her or it from membership;
- (b) give the Member at least 21 clear days' notice in which to make representations to the Charity Trustees as to why he or she or it should not be removed from membership;
- (c) at a duly constituted meeting of the Charity 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.

### 10.6 Membership fees

The CIO may require Members or certain categories of Members to pay reasonable membership fees to the CIO.

## **10.7 Associate (non-voting) membership**

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

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

## **11. MEMBERS' DECISIONS**

### **11.1 General provisions**

Except for those decisions that must be taken in a particular way as indicated in clause 11.4, decisions of the Members may be taken either by vote at a general meeting as provided in clause 11.2 or by written resolution as provided in clause 11.3.

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

Subject to clause 11.4, any decision of the Members may be taken by means of a resolution at a general meeting. Such a resolution may be passed by a simple majority of votes cast at the meeting (including proxy votes).

### **11.3 Taking ordinary decisions by written resolution without a general meeting**

11.3.1 Subject to clause 11.4 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 the 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 their signature (or in the case of an organisation which is 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.

11.3.2 The resolution in writing may comprise several copies to which one or more Members have signified their agreement.

11.3.3 Eligibility to vote on the resolution is limited to Members who are Members on the date when the proposal is first circulated in accordance with clause 11.3.1.

11.3.4 Not less than 10% of the Members may request the Charity Trustees to make a proposal for decision by the Members.

11.3.5 The Charity 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.

11.3.6 Clauses 11.3.1 to 11.3.3 apply to a proposal made at the request of the Members.

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

11.4.1 Any decision to remove a Charity Trustee must be taken in accordance with clause 17.2.

11.4.2 Any decision to amend this Constitution must be taken in accordance with clause 28 (Amendment of Constitution).

11.4.3 Any decision to wind up or dissolve the CIO must be taken in accordance with clause 29 (Voluntary winding up or dissolution).

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

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

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

12.1.1 There must be an Annual General Meeting (“AGM”) of the Members. The first AGM must be held within 18 months of the registration of the CIO and subsequent AGMs must be held at intervals of no more than 18 months. The AGM must receive the annual statement of accounts (duly audited or examined where applicable) and the Charity Trustees' annual report and must elect Charity Trustees as required under clause 14.

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

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

#### **12.2 Calling general meetings**

The Charity Trustees:

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

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

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

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

12.3.2 the request states the general nature of the business to be dealt with at the meeting and is authenticated by the Member(s) making the request.

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

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

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

12.7 Any general meeting called by the Charity Trustees at the request of the Members must be held within 3 months from the date on which it is called.

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

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

#### **12.10 Notice of general meetings**

12.10.1 The Charity Trustees or, as the case may be, the relevant Members must give at least 14 clear days' notice of any general meeting to all of the Members and to any Charity Trustees who are not Members. This clause does not apply where a specified period of notice is strictly required by another clause in this Constitution, by the Charities Act 2011 or by the General Regulations.

12.10.2 If it is agreed by not less than 90% of all Members, any resolution may be proposed and passed at the meeting

even though the requirements of clause 12.12.1 have not been met.

12.10.3 The notice of any general meeting must:

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

12.10.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted or that an electronic form of notice was properly addressed and sent shall be conclusive evidence that the notice was given. Notice shall be deemed to be given 48 hours after it was posted or sent.

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

### **12.11 Chairing of general meetings**

The person nominated as chair by the Charity 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. If the Chair 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.

### **12.12 Quorum at general meetings**

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

12.12.2 Subject to the following provisions, the quorum for general meetings shall be 20 Members or 10% of membership whichever is the greater number. An organisation represented by a person present at the meeting in accordance with clause 12.15 is counted as being present in person.

12.12.3 If the meeting has been called by or at the request of the Members and a quorum is not present within 15 minutes

of the starting time specified in the notice of the meeting, the meeting is closed.

- 12.12.4 If the meeting has been called in any other way and a quorum is not present within 15 minutes at the starting time specified in the notice of the meeting, the chair must adjourn the meeting. The date, time and place at which the meeting will resume must either be announced by the chair or be notified to the Members at least seven clear days before the date on which it will resume.
- 12.12.5 If a quorum is not present within 15 minutes of the start time of the adjourned meeting, the Member or Members present at the meeting constitute a quorum.
- 12.12.6 If at any time during the meeting a quorum ceases to be present, the meeting may discuss issues and make recommendations to the Charity Trustees but may not make any decisions. If decisions are required which must be made by a meeting of the Members, the meeting must be adjourned.

### **12.13 Voting at general meetings**

- 12.13.1 Any decision other than one falling within clause 11.4 (Decisions that must be taken in a particular way) shall be taken by a simple majority of votes cast at the meeting (including proxy votes). Every Member has one vote unless otherwise provided in the rights of a particular class of Membership under this Constitution.
- 12.13.2 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.
- 12.13.3 A poll demanded on the election of a person to chair the meeting or on a question of adjournment must be taken immediately. A poll on any other matter shall be taken and the result of the poll shall be announced in such manner as the chair of the meeting shall decide provided that the poll must be taken, and the result of the poll announced within 30 days of the demand for the poll.
- 12.13.4 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.

12.13.5 In the event of any equality of votes whether on a show of hands or on a poll, the chair of the meeting shall have a second or casting vote.

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

#### **12.14 Adjournment of meetings**

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

#### **12.15 Representation of organisations and corporate Members**

12.15.1 An organisation or a corporate body that is a Member may, in accordance with its usual decision-making process, authorise a person to act as its representative at any general meeting of the CIO.

12.15.2 The representative is entitled to exercise the same powers on behalf of the organisation or corporate body as the organisation or corporate body could exercise as an individual Member.

### **13. BOARD OF TRUSTEES**

13.1 At each AGM the Members shall elect as many individuals as there are vacancies to the Board of Trustees. Normally, no more than two representatives from an individual burn service will be elected to the Board of Trustees at any time.

### **14. CHARITY TRUSTEES**

#### **14.1 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:

14.1.1 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

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

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

to expect of a person acting in the course of that kind of business or profession.

## **14.2 Eligibility for trusteeship**

14.2.1 Every Charity Trustee must be a natural person.

14.2.2 No individual may be appointed as a Charity Trustee:

- (a) if he or she is under the age of 18 years;
- (b) if he or she would automatically cease to hold office under the provisions of clause 16; and
- (c) unless he or she meets the criteria for trusteeship as set by the Charity Trustees from time to time.

14.2.3 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.

## **14.3 Number of Charity Trustees**

14.3.1 Unless the Charity Trustees decide otherwise, there should be:

- (a) Not less than 5 nor more than 12 elected Charity Trustees;
- (b) Not more than 3 co-opted Charity Trustees.

14.3.2 If the number of Charity Trustees falls below 5, the remaining Charity Trustee or Charity Trustees may act only to call a meeting of the Charity Trustees or appoint or procure the appointment of a new Charity Trustee.

## **14.4 First Charity Trustees**

The first Charity Trustees are:

- 14.4.1 Darren Lewis
- 14.4.2 Yvonne Wilson;
- 14.4.3 Jane Leaver
- 14.4.4 Victoria Dudman
- 14.4.5 Katherine Elworthy
- 14.4.6 Nadeem Khwaja
- 14.4.7 Odhran Shelley
- 14.4.8 Andrew Williams
- 14.4.9 Kayvan Shokrollahi



## **15. APPOINTMENT OF CHARITY TRUSTEES**

- 15.1 Subject to clause 14.3.1 the Members shall be entitled to elect persons as Charity Trustees. The election of a Charity Trustee is to be made at a General Meeting.
- 15.2 Nominations for election must be supported by two Professional Members and submitted to the Secretary or Treasurer by the specified closing date. The process for nominations and election of Charity Trustees shall be determined and announced by the Charity Trustees from time to time.
- 15.3 Subject to clause 17.5 apart from the first Charity Trustees, every Charity Trustee shall be appointed for a term of three years.
- 15.4 In selecting individuals for appointment as a Charity Trustee the Members must have regard to the skills, knowledge and experience needed for the effective administration of the CIO. Where possible, one Charity Trustee shall be elected to represent each of the main areas of burn care comprising of doctors, nurses and allied healthcare professionals.

## **16. 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.

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

- 17.1 A Charity Trustee ceases to hold office if:
- 17.1.1 he or she resigns by notifying the CIO in writing but only if enough Charity Trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings;
  - 17.1.2 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 or her office be vacated;
  - 17.1.3 he or she dies;
  - 17.1.4 he or she in the reasonable opinion of the other Charity Trustees, becomes incapable of fulfilling his or her duties and responsibilities as a Charity Trustee because of illness or injury and the other Charity Trustees resolve that he or she be removed as a Charity Trustee;
  - 17.1.5 is removed by the Members in accordance with clause 17.2;

17.1.6 the Charity Trustees decide by majority that he or she has brought the charity into disrepute in ways contrary to the Code of Conduct.

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

17.1.8 completes his or her term of office and is not re-appointed in any other role.

17.2 A Charity Trustee shall be removed from office if a resolution to remove that Charity Trustee is proposed at a general meeting of the Members called for that purpose and properly convened in accordance with clause 12 and the resolution is passed by a two-thirds majority of votes cast at the meeting.

17.3 A resolution to remove a Charity Trustee in accordance with clause 17.2 shall not take effect unless the individual concerned has been given at least 8 weeks' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been given a reasonable opportunity of making oral and/or written representations to the Members.

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

#### **17.5 Re-appointment of Charity Trustees**

17.5.1 A Charity Trustee who has served for two consecutive terms may not be re-appointed for a third consecutive term except to serve one two-year term as Chair, Deputy Chair, Secretary or Treasurer.

17.5.2 Subject to clause 17.5.1 a Charity Trustee who has served for two consecutive terms, or three terms as per clause 17.5.1, may be re-appointed after an interval of at least three years and if so re-appointed, will be deemed, for the purpose of calculating the number of consecutive terms they have served, to be serving their first term as a Charity Trustee.

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

Any decision of the Charity Trustees may be taken either:

18.1 at a meeting of the Charity Trustees; or

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

- 18.2.1 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
- 18.2.2 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.

## **19. DELEGATION BY CHARITY TRUSTEES**

- 19.1 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.
- 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 Charity 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 Charity Trustee;
  - 19.2.2 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
  - 19.2.3 the Charity Trustees shall from time to time review the arrangements which they have made for the delegation of their powers.

## **20. MEETING OF CHARITY TRUSTEES**

### **20.1 Calling meetings**

- 20.1.1 Any Charity Trustee may call a meeting of the Charity Trustees.
- 20.1.2 Subject to clause 20.1.1 the Charity Trustees shall decide how their meetings are to be called and what notice is required.

### **20.2 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 Deputy Chair shall chair the meeting. In the absence of the Deputy Chair, the Charity 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 of the Charity Trustees unless a quorum is present at the time when the decision is taken. The quorum is half the number of Trustees plus one. 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.
- 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 any 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 Charity Trustees in which each participant may communicate with the other participants.
- 20.4.2 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.
- 20.4.3 Meetings held by electronic means must comply with rules for meetings including chairing and the taking of minutes.

### **20.5 Observers**

- 20.5.1 Subject to clauses 20.5.3 and 20.5.4, 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 Trustee decide.
- 20.5.2 Observers may not vote but may take part in discussions with the prior consent of the chair.
- 20.5.3 The Charity Trustees must exclude such observers from any part of the meeting of the Charity Trustees where the Charity Trustees consider the business is confidential.
- 20.5.4 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.

## **21. SAVING PROVISIONS**

21.1 Subject to clause 21.2, 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:

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; or

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

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

21.2 Clause 21.1 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 21.1, the resolution would have been void, or if the Charity Trustee has not complied with clause 8 (Conflicts of interest and conflicts of loyalty).

## **22. EXECUTION OF DOCUMENTS**

22.1 The CIO shall execute documents either by signature or by affixing its seal (if it has one).

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

22.3 If the CIO has a seal:

22.3.1 it must comply with the provisions of the General Regulations; and

22.3.2 it must only be used by the authority of the Charity Trustees or of a committee of Charity Trustees duly authorised by the Charity Trustees. The Charity Trustees may determine who shall sign any document to which the seal is affixed and unless otherwise determined it shall be signed by two Charity Trustees.

## **23. USE OF ELECTRONIC COMMUNICATIONS**

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

23.1.1 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

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

23.2 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.

23.3 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

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

23.4.1 provide the Members with the notice referred to in clause 12 (Notice of general meetings);

23.4.2 give Charity Trustees notice of their meetings in accordance with clause 20.1 (Calling meetings); and

23.5 submit any proposal to the Members or Charity Trustees for decision by written resolution or postal vote in accordance with the CIO's powers under clause 11 (Members' decisions), 11.3 (Taking ordinary decisions by written resolution without a general meeting).

23.6 The Charity Trustees must:-

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

23.6.2 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.

## **24. KEEPING OF REGISTERS**

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

## **25. MINUTES**

The Charity Trustees must keep minutes of all:

25.1 appointments of officers made by the Charity Trustees;

25.2 proceedings at general meetings of the CIO;

25.3 meetings of the Charity Trustees and committees of Charity Trustees including:

- 25.3.1 the names of the Charity Trustees present at the meeting;
- 25.3.2 the decisions made at the meetings;
- 25.3.3 where appropriate the reasons for decisions; and
- 25.3.4 decisions made by the Charity Trustees otherwise than in meetings.

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

- 26.1 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.
- 26.2 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.

## **27. RULES**

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

## **28. DISPUTES**

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

## **29. AMENDMENT OF CONSTITUTION**

- 29.1 As provided by section 224 – 227 of the Charities Act 2011 this Constitution can only be amended by a resolution:
  - 29.1.1 agreed in writing by all members of the CIO; or
  - 29.1.2 passed by a 75% majority of those voting at a general meeting of the Members called in accordance with clause 12 (General meetings of members).

- 29.2 Any alteration of clause 4 (Objects), clause 30 (Voluntary winding up or dissolution), this clause or of any provision where the alteration would provide authorisation for any benefit to be obtained by Charity Trustees or Members or

persons connected with them, requires the prior written consent of the Charity Commission.

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

29.4 A copy of every resolution amending the Constitution, together with a copy of the CIO's Constitution as amended must be sent to the Charity Commission by the end of the period of 15 days beginning with the date of passing of the resolution and the amendment does not take effect until it has been recorded on the central Register of Charities.

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

30.1 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:

30.1.1 at a general meeting of the Members called in accordance with clause 12 (General meetings of Members), of which not less than 14 days' notice has been given to those eligible to attend and vote:

- (a) by a resolution passed by a 75% majority of those voting; or
- (b) by a resolution passed by decision taken without a vote and without any expression of dissent in response to the question put to the general meeting; or

30.1.2 by a resolution agreed in writing by all Members.

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

30.2.1 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.

30.2.2 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.

30.2.3 In either case the remaining assets must be applied for charitable purposes the same as or similar to those of the CIO's Objects.

30.3 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:

30.3.1 the Charity Trustees must send with their application to the Charity Commission:

- (a) a copy of the resolution passed by the Members;



- (b) a declaration by the Charity Trustees that any debts and other liabilities of the CIO have been settled or otherwise provided for in full; and
- (c) a statement by the Charity Trustees setting out the way in which any property of the CIO has been or is to be applied prior to its dissolution in accordance with this Constitution; and

30.3.2 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.

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

## **PROXY VOTING**

30.5 Any Member may appoint another person as a proxy to exercise all or any of that Member's rights to attend, speak and vote at a general meeting of the CIO. Proxies must be appointed by a notice in writing (a "proxy notice") which:

30.5.1 states the name and address of the Member appointing the proxy;

30.5.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;

30.5.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the CIO may determine; and

30.5.4 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.

30.6 The CIO may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.

30.7 Proxy notices may (but do not have to) specify how the proxy is appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

30.8 Unless a proxy notice indicates otherwise, it must be treated as:

30.8.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

30.8.2 appointing that person as proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

- 30.9 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.
- 30.10 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.
- 30.11 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.
- 30.12 If a proxy notice is not signed or authenticated by the member appointing that 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.

## **31. SUB-COMMITTEES AND SPECIAL INTEREST GROUPS**

- 31.1 The Charity Trustees may set up Sub-Committees and Special Interest Groups in accordance with the guidelines set by the Charity Trustees to help fulfill the aims of the CIO and to facilitate collaboration development and peer support.
- 31.2 Sub-Committees and Special Interest Groups shall be accountable to the Board of Trustees.