

Charity number: 1190585

**IRONBRIDGE AND SEVERN GORGE LIONS CLUB (CIO)**

**CONSTITUTION**

for a

**Charitable Incorporated Organisation registered with  
the Charity Commission of England and Wales**

**Adopted on 28<sup>TH</sup> JULY 2020**

**Vision statement**

*To be the global leader in community and humanitarian service*

**Mission statement**

*To empower volunteers to serve their communities, meet humanitarian needs, encourage peace and promote international understanding through Lions Clubs*

***Chartered under the jurisdiction of***

***THE INTERNATIONAL ASSOCIATION OF LIONS CLUBS***

**Notes:**

This standard form is recommended for adoption by the Lions Clubs in Multiple District 105 The British Isles and this model is for use in England & Wales only. The Charity Commission require this standard form constitution to be adopted without amendment.

Immediately upon registration as a charity, the secretary needs to file a permanent copy of this constitution and the by-laws in his/her record book.

## Index

1. Name .....	3
2. National location of principal office.....	3
3. Objects .....	3
4. International Association of Lions Clubs .....	4
5. Powers .....	4
6. Application of income and property.....	5
7. Benefits and payments to charity trustees and connected persons .....	5
8. Conflicts of interest and conflicts of loyalty.....	7
9. Liability of members to contribute to the assets of the Club if it is wound up	8
10. Membership of the Club.....	8
11. Members' decisions .....	10
12. General meetings of members.....	12
13. Charity trustees.....	16
14. Appointment of charity trustees.....	18
15. Information for new charity trustees .....	18
16. Retirement and removal of charity trustees .....	19
17. Reappointment of charity trustees.....	20
18. Taking of decisions by charity trustees.....	20
19. Delegation by charity trustees.....	20
20. Meetings and proceedings of charity trustees.....	20
21. Saving provisions .....	21
22. Execution of documents .....	22
23. Use of electronic communications.....	22
24. Keeping of Registers.....	23
25. Minutes .....	23
26. Accounting records, accounts, annual reports and returns, register maintenance .....	24
27. Rules.....	24
28. Disputes .....	24
29. Amendment of constitution.....	24
30. Amalgamation or transfer .....	25
31. Voluntary winding up or dissolution.....	26
32. Interpretation .....	27

Date of constitution: 28<sup>TH</sup> JULY 2020

**1. Name**

The name of the Charitable Incorporated Organisation (“**the Club**”) is **Ironbridge and Severn Gorge Lions Club (CIO)**

**2. National location of principal office**

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

**3. Objects**

3.1 The Objects of the Club are such purposes as are exclusively charitable in England & Wales, including in particular:

3.1.1 the advancement of citizenship by:

3.1.1.1 promoting the principles of good citizenship;

3.1.1.2 encouraging members to take an active interest in the civic, cultural, social and moral welfare of the community;

3.1.1.3 providing a forum for the open discussion of all matters of public interest; provided that partisan politics and sectarian religion shall not be debated by members;

3.1.1.4 encouraging service-minded people to serve their community without personal reward and encouraging the promotion of high ethical standards in commerce, industry, professions, public works and private endeavours;

3.1.1.5 supporting youth to develop their skills, capacities and capabilities to enable them to participate in society as mature and responsible individuals;

3.1.2 promoting the Voluntary Sector for the public benefit by associating with local authorities in a common effort to advance education and provide facilities in the interests of social welfare for recreation or other leisure time occupation to improve the conditions of life of people in local, national and international communities;

3.1.3 promoting volunteering;

3.1.4 the relief of poverty and the relief of those in need in particular by providing humanitarian aid and disaster relief;

- 3.1.5 the advancement of health or the saving of lives by preventing avoidable blindness, assisting disabled people to lead independent lives or helping to prevent or manage health issues;
  - 3.1.6 promoting for the benefit of the public the conservation protection and improvement of the physical and natural environment; and/or
  - 3.1.7 promoting community participation in healthy recreation.
- 3.2 Nothing in this constitution shall authorise an application of the property of the Club for the purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005.

#### **4. International Association of Lions Clubs**

The Club is a Lions Club chartered by, and subject to the Constitution and by-laws of, the International Association of Lions Clubs to the extent that the Constitution and by-laws of the International Association of Lions Clubs do not conflict with the provisions of this constitution or the requirements of English law. In the event of any conflict between the provisions of this constitution, or the requirements of English law, and the Constitution and by-laws of the International Association of Lions Clubs, this constitution and English law shall take precedence.

#### **5. Powers**

The Club has power to do anything which is calculated to further its Objects or is conducive or incidental to doing so. In particular, the Club's powers include power to:

- 5.1 carry on generally the principles and teachings of the International Association of Lions Clubs;
- 5.2 borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed. The Club must comply as appropriate with any relevant provisions of the Charities Act 2011 if it wishes to mortgage land;
- 5.3 buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- 5.4 sell, lease or otherwise dispose of all or any part of the property belonging to the Club. In exercising this power, the Club must comply as appropriate with any relevant provisions of the Charities Act 2011;
- 5.5 employ and remunerate such staff as are necessary for carrying out the work of the Club. The Club may employ or remunerate a charity trustee only to the extent that it is permitted to do so by clauses 6 (Application of income and property) and 7 (Benefits and payments to charity trustees and

connected persons), and provided it complies with the conditions of those clauses;

- 5.6 deposit or invest funds, employ a professional fund-manager, and arrange for the investments or other property of the Club 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.

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

- 6.1 The income and property of the Club 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 Club or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Club.
- 6.3 A charity trustee may benefit from trustee indemnity insurance cover purchased at the Club'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 Club may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Club. This does not prevent a member who is not also a charity trustee receiving:
  - 6.4.1 a benefit from the Club as a beneficiary of the Club;
  - 6.4.2 reasonable and proper remuneration for any goods or services supplied to the Club.
- 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**

No charity trustee or connected person may:

- 7.1.1 buy or receive any goods or services from the Club on terms preferential to those applicable to members of the public;
- 7.1.2 sell goods, services, or any interest in land to the Club;
- 7.1.3 be employed by, or receive any remuneration from, the Club;
- 7.1.4 receive any other financial benefit from the Club;

unless the payment or benefit is permitted by clause 7.2, or authorised by the court or the Charity Commission (“**the Commission**”). In this clause, a “**financial benefit**” means a benefit, direct or indirect, which is either money or has a monetary value.

## 7.2 **Scope and powers permitting trustees’ or connected persons’ benefits**

7.2.1 A charity trustee or connected person may receive a benefit from the Club as a beneficiary of the Club provided that a majority of the trustees do not benefit in this way.

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 Club where that is permitted in accordance with, and subject to the conditions in, sections 185 to 188 of the Charities Act 2011.

7.2.3 Subject to clause 7.3 a charity trustee or connected person may provide the Club with goods that are not supplied in connection with services provided to the Club by the charity trustee or connected person.

7.2.4 A charity trustee or connected person may receive interest on money lent to the Club at a reasonable and proper rate.

7.2.5 A charity trustee or connected person may receive rent for premises let by the trustee or connected person to the Club. The amount of the rent and the other terms of the lease must be reasonable and proper. The charity trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.

7.2.6 A charity trustee or connected person may take part in the normal trading and fundraising activities of the Club on the same terms as members of the public.

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

The Club 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 amount or maximum amount of the payment for the goods is set out in a written agreement between the Club and the charity trustee or connected person supplying the goods (“**the supplier**”).

7.3.2 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.

- 7.3.3 The other charity trustees are satisfied that it is in the best interests of the Club to contract with the supplier rather than with someone who is not a charity trustee or connected person. In reaching that decision the charity trustees must balance the advantage of contracting with a charity trustee or connected person against the disadvantages of doing so.
- 7.3.4 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 or it with regard to the supply of goods to the Club.
- 7.3.5 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.
- 7.3.6 The reason for their decision is recorded by the charity trustees in the minute book.
- 7.3.7 A majority of the charity trustees then in office are not in receipt of remuneration or payments authorised by this clause 7.
- 7.4 In clauses 7.1, 7.2 and 7.3:
  - 7.4.1 “**the Club**” includes any company in which the Club:
    - 7.4.1.1 holds more than 50% of the shares; or
    - 7.4.1.2 controls more than 50% of the voting rights attached to the shares; or
    - 7.4.1.3 has the right to appoint one or more directors to the board of the company;
  - 7.4.2 “**connected person**” includes any person within the definition set out in clause 32 (Interpretation).

## 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 Club or in any transaction or arrangement entered into by the Club which has not previously been declared; and
- 8.2 absent himself or herself from any discussions of the charity trustees in which it is possible that a conflict of interest will arise between his or her duty to act solely in the interests of the Club and any personal interest (including but not limited to any financial interest).

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

**9. Liability of members to contribute to the assets of the Club if it is wound up**

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

**10. Membership of the Club**

The Club shall strive to maintain at least 20 members.

**10.1 Admission of new members**

10.1.1 Eligibility

Membership of the Club is open to any person over 18 years of age of good moral character and good reputation in his or her community, who is interested in furthering its purposes, and who, having been invited to join, has indicated his or her agreement to become a member and acceptance of the duty of members set out in clause 10.3.

A member must be an individual.

10.1.2 Admission procedure

The charity trustees:

10.1.2.1 may require nominations or applications for membership to be made in any reasonable way that they decide, in accordance with the rules and by-laws produced by the International Association of Lions Clubs;

10.1.2.2 shall, if they approve an application for membership, notify the applicant of their decision within 21 days;

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

10.1.2.4 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



10.1.2.5 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 **Transfer of membership**

Membership of the Club cannot be transferred to anyone else.

## 10.3 **Duty of members**

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

## 10.4 **Termination of membership**

10.4.1 Membership of the Club comes to an end if:

10.4.1.1 the member dies; or

10.4.1.2 the member sends a notice of resignation to the charity trustees; or

10.4.1.3 any sum of money owed by the member to the Club is not paid in full within six months of its falling due; or

10.4.1.4 the charity trustees decide that it is in the best interests of the Club that the member in question should be removed from membership, and pass a resolution to that effect, provided that such a resolution will require a majority of two thirds of the entire board of trustees.

10.4.2 Before the charity trustees take any decision to remove someone from membership of the Club they must:

10.4.2.1 inform the member of the reasons why it is proposed to remove him or her from membership;

10.4.2.2 give the member at least 21 clear days' notice in which to make representations to the charity trustees as to why he or she should not be removed from membership;

10.4.2.3 at a duly constituted meeting of the charity trustees, consider whether or not the member should be removed from membership;

10.4.2.4 consider at that meeting any representations which the member makes as to why the member should not be removed; and

10.4.2.5 allow the member to make those representations in person at that meeting, if the member so chooses.

10.4.3 Upon termination of membership, the member shall lose all and any rights to use the name "Lions," the Lions emblem and other insignia of the Club.

## **10.5 Membership fees**

The charity trustees may require members to pay reasonable membership fees to the Club.

## **10.6 Classes of voting membership**

The charity trustees may:

10.6.1 create different classes of voting membership; and

10.6.2 determine the rights and obligations of any such members, and the conditions for admission to, and termination of membership of any such class of members.

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

10.7.1 The charity trustees may create 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 Acts, 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 of the Club 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 of the Club may be taken by means of a resolution at a general meeting. Such a resolution may be passed by a simple majority of votes cast at the meeting.

### **11.3 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:

11.3.1.1 a copy of the proposed resolution has been sent to all the members eligible to vote; and

11.3.1.2 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, by a statement of their identity accompanying the document, or in such other manner as the Club 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 of the Club on the date when the proposal is first circulated in accordance with clause 11.3.1 above.

11.3.4 Not less than 10% of the members of the Club 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:

11.3.5.1 the proposal is not frivolous or vexatious, and does not involve the publication of defamatory material;

11.3.5.2 the proposal is stated with sufficient clarity to enable effect to be given to it if it is agreed by the members; and

11.3.5.3 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 members.

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

11.4.1 Any decision to remove a trustee must be taken in accordance with clause 16.

11.4.2 Any decision to amend this constitution must be taken in accordance with clause 29 of this constitution (Amendment of Constitution).

11.4.3 Any decision to amalgamate the Club's undertaking with, or transfer the Club's undertaking to, one or more Lions Clubs which are established as charities, or another charity or charities must be taken in accordance with clause 30 of this constitution (Amalgamation or transfer).

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

## **12. General meetings of members**

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

There must be an annual general meeting (AGM) of the members of the Club. The first AGM must be held within 18 months of the registration of the Club, 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.

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

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

### **12.2 Calling general meetings**

12.2.1 The charity trustees:

12.2.1.1 must call the AGM in accordance with clause 12.1, and identify it as such in the notice of the meeting; and

- 12.2.1.2 may call any other general meeting of the members at any time **provided that** the Club must hold one meeting of the members every month.
- 12.2.2 The charity trustees must, within 21 days, call a general meeting of the members of the Club if:
  - 12.2.2.1 they receive a request to do so from at least 10% of the members of the Club; and
  - 12.2.2.2 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.
- 12.2.3 If, at the time of any such request, there has not been any general meeting of the members of the Club for more than 12 months, then clause 12.2.2.1 shall have effect as if 5% were substituted for 10%.
- 12.2.4 Any such request may include particulars of a resolution that may properly be proposed, and is intended to be proposed, at the meeting.
- 12.2.5 A resolution may only properly be proposed if it is lawful, and is not defamatory, frivolous or vexatious.
- 12.2.6 Any general meeting called by the charity trustees at the request of the members of the Club must be held within 28 days from the date on which it is called.
- 12.2.7 If the charity trustees fail to comply with this obligation to call a general meeting at the request of a relevant proportion of the members, then the members who requested the meeting may themselves call a general meeting.
- 12.2.8 A general meeting called in this way must be held not more than 3 months after the date when the members first requested the meeting.
- 12.2.9 The Club must reimburse any reasonable expenses incurred by the members calling a general meeting by reason of the failure of the charity trustees to duly call the meeting, but the Club shall be entitled to be indemnified by the charity trustees who were responsible for such failure.

### 12.3 Notice of general meetings

- 12.3.1 The charity trustees, or, as the case may be, the relevant members of the Club, must give at least 14 clear days' notice of any general

meeting to all of the members, and to any trustee of the Club who is not a member.

12.3.2 If it is agreed by not less than 90% of all members of the Club, any resolution may be proposed and passed at the meeting even though the requirements of clause 12.3.1 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 2011 or by the General Regulations.

12.3.3 The notice of any general meeting must:

12.3.3.1 state the time and date of the meeting;

12.3.3.2 give the address at which the meeting is to take place;

12.3.3.3 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;

12.3.3.4 if a proposal to alter the constitution of the Club is to be considered at the meeting, include the text of the proposed alteration; and

12.3.3.5 include, with the notice for the AGM, the annual statement of accounts and trustees' annual report, details of persons standing for election or re-election as trustee, or where allowed under clause 23 (Use of electronic communications), details of where the information may be found on the Club's website.

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

12.3.5 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 accidental omission by the Club.

#### **12.4 Chairing of general meetings**

The President shall, if present at the general meeting and willing to act, preside as chair of the meeting. Subject to that, the members of the Club who are present at a general meeting shall elect a chair to preside at the meeting.

#### **12.5 Quorum at general meetings**

- 12.5.1 No business may be transacted at any general meeting of the members of the Club unless a quorum is present when the meeting starts.
- 12.5.2 Subject to the following provisions, the quorum for general meetings shall be the greater of 25% or three members.
- 12.5.3 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.
- 12.5.4 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 Club's members at least seven clear days before the date on which it will resume.
- 12.5.5 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.
- 12.5.6 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.

## **12.6 Voting at general meetings**

- 12.6.1 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 and postal votes). Every member has one vote unless otherwise provided in the rights of a particular class of membership under this constitution.
- 12.6.2 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.
- 12.6.3 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.

12.6.4 A poll may be taken:

12.6.4.1 at the meeting at which it was demanded; or

12.6.4.2 at some other time and place specified by the chair; or

12.6.4.3 through the use of postal or electronic communications.

12.6.5 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.

12.6.6 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.

## 12.7 **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.

## 13. **Charity trustees**

### 13.1 **Functions and duties of charity trustees**

The charity trustees shall manage the affairs of the Club and may for that purpose exercise all the powers of the Club. It is the duty of each charity trustee:

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

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

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

13.1.2.2 if he or she acts as a charity trustee of the Club 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 charity trustee must be a natural person.

13.2.2 No one may be appointed as a charity trustee:

- if he or she is under the age of 18 years; or
- if he or she would automatically cease to hold office under the provisions of clause 16.1.7.

13.2.3 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.

### 13.3 Number of charity trustees

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

13.3.2 The maximum number of charity trustees is 12. Neither the charity trustees nor the members may appoint any charity trustee if as a result the number of charity trustees would exceed the maximum.

### 13.4 First charity trustees

The first charity trustees of the Club are listed below, along with their term of appointment –

<b>John Marsh</b>	<b>President</b>	<b>until 30 June after the second AGM</b>
<b>Colin Thompson</b>	<b>John Secretary</b>	<b>until 30 June after the second AGM</b>
<b>Jill Marilyn Marsh</b>	<b>Treasurer</b>	<b>until 30 June after the second AGM</b>
<b>Graham John Powell</b>	<b>Trustee</b>	<b>until 30 June after the second AGM</b>

## **14. Appointment of charity trustees**

14.1 At each AGM, the members shall:

14.1.1 thank all those charity trustees who will reach the end of their term of office and cease to hold office in accordance with clause 16.1.1 before the next AGM;

14.1.2 elect the following officers, who shall also be charity trustees and whose terms of office shall run for one year from 1 July after the AGM at which they are elected:

(a) President;

(b) Secretary;

(c) Treasurer;

14.1.3 subject to clause 13.3.2 (maximum number of trustees), elect up to 9 other charity trustees for terms of two years [such terms not exceeding four years as the members decide] from 1 July following the AGM. Any vacancies not filled at the AGM may be filled as provided in clause 14.2.

14.2 The members or the charity trustees may at any time decide to appoint a new charity trustee, whether in place of a charity trustee who has retired or been removed in accordance with clause 16 (Retirement and removal of charity trustees), or as an additional charity trustee, provided that the limit specified in clause 13.3 on the number of charity trustees would not as a result be exceeded.

14.3 A person appointed in accordance with clause 14.2 (appointments other than at an AGM) shall retire on 30 June after the AGM next following the date of his or her appointment.

## **15. Information for new charity trustees**

The charity trustees will make available to each new charity trustee, on or before his or her first appointment:

- 15.1 a copy of this constitution and any amendments made to it;
- 15.2 a copy of the constitution and by-laws of the International Association of Lions Clubs;
- 15.3 a copy of the Club's latest trustees' annual report and statement of accounts; and
- 15.4 a copy of the latest Lions Clubs' guidance for charity trustees.

## **16. Retirement and removal of charity trustees**

- 16.1 A charity trustee ceases to hold office if he or she:
  - 16.1.1 reaches the end of his or her term of office;
  - 16.1.2 retires by notifying the Club 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);
  - 16.1.3 is absent without the permission of the charity trustees from all their meetings held within a period of six months and the trustees resolve that his or her office be vacated;
  - 16.1.4 dies;
  - 16.1.5 becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
  - 16.1.6 is removed by the members of the Club in accordance with clause 16.2; or
  - 16.1.7 is disqualified from acting as a charity trustee by virtue of section 178-180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).
- 16.2 A charity trustee shall be removed from office if a resolution to remove that trustee is proposed at a general meeting of the members called for that purpose and properly convened in accordance with clause 12, and the resolution is passed by a two-thirds majority of votes cast at the meeting.
- 16.3 A resolution to remove a charity trustee in accordance with this clause shall not take effect unless the individual concerned has been given at least 14 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 Club.

## **17. Reappointment of charity trustees**

Any person who retires as a charity trustee by rotation or by giving notice to the Club is eligible for reappointment.

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

Any decision may be taken either:

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

## **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 must determine the terms and conditions on which the delegation is made. The charity trustees may at any time alter those terms and conditions, or revoke the delegation.

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. Meetings and proceedings 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 that, the charity trustees shall decide how their meetings are to be called, and what notice is required.

20.1.3 The charity trustees must meet at least every two months.

### **20.2 Chairing of meetings**

The President shall chair charity trustee meetings. If the President 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.

### **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 a majority of the total number of charity trustees for the time being, or such larger number as the charity trustees may decide from time to time. A charity trustee shall not be counted in the quorum present when any decision is made about a matter upon which he or she is not entitled to vote.

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 charity trustees in which each participant may communicate with all 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.

## **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:

- who was disqualified from holding office;
- who had previously retired or who had been obliged by the constitution to vacate office;
- who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise;

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 Club 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 Club 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 General**

The Club 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;

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

### **23.2 To the Club**

Any member or charity trustee of the Club may communicate electronically with the Club to an address specified by the Club for the purpose, so long

as the communication is authenticated in a manner which is satisfactory to the Club.

### **23.3 By the Club**

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

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

23.3.2.1 provide the members with the notice referred to in clause 12.3 (Notice of general meetings);

23.3.2.2 give charity trustees notice of their meetings in accordance with clause 20.1 (Calling meetings); and

23.3.2.3 submit any proposal to the members or charity trustees for decision by written resolution or postal vote in accordance with the Club's powers under clause 11 (Members' decisions) and 11.3 (Decisions taken by resolution in writing).

23.3.3 The charity trustees must:

23.3.3.1 take reasonable steps to ensure that members and charity trustees are promptly notified of the publication of any such notice or proposal;

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

## **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 Club;

25.3 meetings of the charity trustees and committees of charity trustees including:

- the names of the trustees present at the meeting;
- the decisions made at the meetings;
- where appropriate the reasons for the decisions;

25.4 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 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 Club, within 10 months of the financial year end.

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

## **27. Rules**

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

## **28. Disputes**

If a dispute arises between members or former members and/or the charity trustees of the Club 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 try in good faith to settle the dispute by mediation, in accordance with the relevant Lions dispute resolution procedure (as may be amended from time to time).

## **29. Amendment of constitution**

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



- 29.1 This constitution can only be amended, with the prior written consent of the International Association of Lions Clubs Multiple District 105, by:
- 29.1.1 resolution agreed in writing by all members of the Club; or
  - 29.1.2 a resolution passed by a 75% majority of votes cast at a general meeting of the members of the Club.
- 29.2 Any alteration of clause 3 (Objects), clause 30 (Amalgamation or transfer), 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 charity trustees or members of the Club or persons connected with them, requires the prior written consent of the Charity Commission and International Association of Lions Clubs Multiple District 105.
- 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 any resolution altering the constitution, together with a copy of the Club'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.

### **30. Amalgamation or transfer**

- 30.1 Subject to obtaining the prior written consent of the International Association of Lions Clubs Multiple District 105, the members may at any time resolve to amalgamate the Club with, or transfer the assets of the Club to, one or more other Lions Clubs which are charities, or another charity or charities.
- 30.2 The transferee charity or charity with which the Club is merging must be established for exclusively charitable purposes within, the same as or similar to the Objects.
- 30.3 Any decision by the members to amalgamate the Club with, or transfer the assets of the Club to, one or more other Lions Clubs which are charities, or another charity or charities can only be made:
- 30.3.1 at a general meeting of the members of the Club called in accordance with clause 12 (General Meetings of Members), of which not less than 14 clear days' notice has been given to those eligible to attend and vote:
    - 30.3.1.1 by a resolution passed by a 75% majority of those voting; or

30.3.1.2 by a resolution passed by decision taken without a vote and without any expression of dissent in response to the question put to the general meeting; or

30.3.2 by a resolution agreed in writing by all members of the Club.

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

31.1 As provided by the Dissolution Regulations, the Club may be dissolved by resolution of its members. Any decision by the members to wind up or dissolve the Club can only be made:

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

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

31.1.1.2 by a resolution passed by decision taken without a vote and without any expression of dissent in response to the question put to the general meeting; or

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

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

31.2.1 Any resolution for the winding up of the Club, or for the dissolution of the Club without winding up, may contain a provision directing how any remaining assets of the Club shall be applied.

31.2.2 If the resolution does not contain such a provision, the charity trustees must decide how any remaining assets of the Club 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 Club and as agreed by the International Association of Lions Clubs Multiple District 105.

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

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

31.3.1.1 a copy of the resolution passed by the members of the Club;

31.3.1.2 a declaration by the charity trustees that any debts and other liabilities of the Club have been settled or otherwise provided for in full; and

31.3.1.3 a statement by the charity trustees setting out the way in which any property of the Club has been or is to be applied prior to its dissolution in accordance with this constitution;

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

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

## 32. Interpretation

In this constitution:

“**AGM**” means annual general meeting of the members of the Club;

“**charities**” are organisations which are established for exclusively charitable purposes in accordance with the law of England and Wales;

“**charity trustee**” means a charity trustee of the Club;

“**clear day**” means 24 hours from midnight following the relevant event;

the “**Communications Provisions**” means the Communications Provisions in Part 9 of the General Regulations;

“**connected person**” means:

32.1 a child, parent, grandchild, grandparent, brother or sister of the charity trustee;

32.2 the spouse or civil partner of the charity trustee or of any person falling within clause 32.1 above;

32.3 a person carrying on business in partnership with the charity trustee or with any person falling within clause 32.1 or 32.2 above;

32.4 an institution which is controlled:

32.4.1 by the charity trustee or any connected person falling within clause 32.1, 32.2 or 32.3 above; or

32.4.2 by two or more persons falling within clause 32.4.1, when taken together;

32.5 a body corporate in which:

32.5.1 the charity trustee or any connected person falling within clauses 32.1, 32.2 to 32.3 has a substantial interest; or

32.5.2 two or more persons falling within clause 32.5.1 who, when taken together, have a substantial interest;

**“Club”** means this Charitable Incorporated Organisation;

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

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

**“International Association of Lions Clubs”** means the International Association of Oak Brook, Illinois;

**“International Association of Lions Clubs Multiple District 105”** means the multiple district of the International Association of Lions Clubs covering the British Isles;

**“Objects”** means the charitable objects set out in clause 3;

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

**“service-minded”** means willing to serve their communities, meet humanitarian needs, encourage peace and promote international understanding;

**“Voluntary Organisations”** are independent organisations which are established for purposes that add value to the community as a whole, or a significant section of the community, and which are not permitted by their constitution to make a profit for private distribution. Voluntary Organisations do not include local government or other statutory authorities;

**“The Voluntary Sector”** means charities and Voluntary Organisations.