

VWV v.2 - 11 January 2022

# Constitution

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## The Gloucester Diocesan Board of Education

Registered CIO Number [• number]

[DRAFT]

## "Foundation" model Constitution

of

### The Gloucester Diocesan Board of Education

#### 1 Name

- 1.1 The name of the Charitable Incorporated Organisation (the **CIO**) is The Gloucester Diocesan Board of Education.

#### 2 National location of principal office

- 2.1 The principal office of the CIO is in England.

#### 3 Object(s)

- 3.1 The object(s) of the CIO are to advance or assist in the advancement of education consistent with the faith and practice of the Church of England for the public benefit in the Diocese in particular by carrying out the functions of the diocesan board of education for the Diocese under the provisions of the Measure.

#### 4 Powers

- 4.1 The CIO has power to do anything which is calculated to further its object(s) or is conducive or incidental to doing so. In particular, the CIO has power to:
- 4.1.1 to provide advice;
  - 4.1.2 to publish or distribute information in any form;
  - 4.1.3 to co-operate with and to enter into joint ventures, collaborations and partnerships with charitable and non-charitable bodies;
  - 4.1.4 borrow money and to 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 (the **2011 Act**), if it wishes to mortgage land;
  - 4.1.5 buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
  - 4.1.6 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 2011 Act;
  - 4.1.7 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 6 (Benefits and payments to charity trustees and connected persons) and provided it complies with the conditions of that clause;
  - 4.1.8 to enter into contracts to provide services to or on behalf of other bodies;
  - 4.1.9 to open and operate bank accounts and banking facilities;

- 4.1.10 to solicit and accept grants, donations, endowments, gifts, legacies and bequests of assets on any terms;
- 4.1.11 to enter into any licence or sponsorship agreement;
- 4.1.12 to enter into any contract or agreement (including any finance lease);
- 4.1.13 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.

## 5 **Application of income and property**

- 5.1 The income and property of the CIO must be applied solely towards the promotion of the objects.
  - 5.1.1 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.
  - 5.1.2 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 2011 Act.
- 5.2 None of the income or property of the CIO may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the CIO.
- 5.3 Nothing in this clause shall prevent a charity trustee or connected person receiving any benefit or payment which is authorised by clause 6.

## 6 **Benefits and payments to charity trustees and connected persons**

- 6.1 No charity trustee or connected person may:
  - 6.1.1 buy or receive any goods or services from the CIO on terms preferential to those applicable to members of the public;
  - 6.1.2 sell goods, services, or any interest in land to the CIO;
  - 6.1.3 be employed by, or receive any remuneration from, the CIO;
  - 6.1.4 receive any other financial benefit from the CIO;

unless the payment or benefit is permitted by clauses 6.2 to 6.8 or authorised by the court or prior written consent has been obtained from 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.

### **Scope and powers permitting charity trustees' or connected persons' benefits**

- 6.2 A charity trustee or connected person may receive a benefit from the CIO as a beneficiary provided that it is available generally to the beneficiaries of the CIO.
- 6.3 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, sections 185 to 188 of the 2011 Act.

- 6.4 Subject to clause 6.8 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.
- 6.5 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).
- 6.6 A charity trustee or connected person may receive rent for premises let by the trustee or connected person to the CIO. The amount of the rent and the other terms of the lease must be reasonable and proper. The 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.
- 6.7 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.

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

- 6.8 The CIO and its charity trustees may only rely upon the authority provided by clause 6.3 if each of the following conditions is satisfied:
- 6.8.1 The amount or maximum amount of the payment for the goods is set out in a written agreement between the CIO and the charity trustee or connected person supplying the goods (the **supplier**).
- 6.8.2 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.
- 6.8.3 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 a charity trustee or connected person against the disadvantages of doing so.
- 6.8.4 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 CIO.
- 6.8.5 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.
- 6.8.6 The reason for their decision is recorded by the charity trustees in the minute book.
- 6.8.7 A majority of the charity trustees then in office are not in receipt of remuneration or payments authorised by clause 6.

#### **Interpretation**

- 6.9 In this clause 6:
- 6.9.1 the **CIO** includes any company in which the CIO:
- (a) holds more than 50% of the shares; or

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

6.9.2 **connected person** includes any person within the definition set out in clause 29 (Interpretation).

## 7 Conflicts of interest and conflicts of loyalty

7.1 Subject to clause 7.3 below, a charity trustee must:

7.1.1 declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the CIO or in any transaction or arrangement entered into by the CIO which has not previously been declared; and

7.1.2 absent himself or herself from any discussions of the 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 CIO and any personal interest (including but not limited to any financial interest).

7.2 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.

7.3 A conflict of loyalty which would or might arise as a result of a charity trustee also being a director of the Board of Finance or a member of Diocesan Synod, or both, is authorised if:

7.3.1 the conflict relates to a duty of loyalty owed to the Board of Finance or the Diocesan Synod and does not involve a direct or indirect benefit of any nature to the charity trustee or connected person; and

7.3.2 the charity trustee in question declares the conflict in accordance with clause 7.1.1 above.

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

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

## 9 Charity trustees

### 9.1 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:

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

9.1.2 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 of the CIO in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.

## 9.2 Eligibility for trusteeship

- 9.2.1 Every charity trustee must be a natural person.
- 9.2.2 No individual may be appointed as a charity trustee of the CIO:
  - (a) if he or she is under the age of 16 years; or
  - (b) if he or she would automatically cease to hold office under the provisions of clause 12.2.9.
- 9.2.3 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.
- 9.2.4 At least one of the charity trustees of the CIO must be 18 years of age or over. If there is no charity trustee aged 18 years of age or over, the remaining charity trustees may only act to call a meeting of the charity trustees, or appoint a new charity trustee.

## 9.3 Number of charity trustees

- 9.3.1 There must be at least 11 and a maximum of 15 charity trustees, comprising:
  - (a) the ex-officio trustee in accordance with clause 10.1 below;
  - (b) the appointed trustee in accordance with clause 10.2 below;
  - (c) the elected trustees in accordance with clause 10.3 below; and
  - (d) the co-opted trustees in accordance with clause 10.4 below.
- 9.3.2 If the number falls below this minimum, the remaining charity trustee or trustees may act only to call a meeting of the charity trustees, or appoint a new charity trustee.
- 9.3.3 In selecting individuals for appointment, election or co-option as charity trustees regard must be had to the desirability of securing that a variety of relevant skills is available among the charity trustees.

## 9.4 First charity trustees

- 9.4.1 The first charity trustees are as follows:
  - (a) [• name] [type of trustee]
  - (b) [• name] [type of trustee]
  - (c) [• name] [type of trustee]

## 10 Appointment of charity trustees

### 10.1 Ex-officio trustee

10.1.1 The individual appointed from time to time as the Bishop shall automatically (**ex-officio**) be a charity trustee of the CIO for as long as he or she holds that office.

### 10.2 Appointed charity trustees

10.2.1 The Bishop shall appoint one charity trustee in accordance with the terms of the DBE Scheme.

10.2.2 The appointed charity trustee shall hold office in accordance with the terms of the DBE Scheme.

10.2.3 Where a casual vacancy arises the Bishop may appoint an individual to fill the vacancy in accordance with the terms of the DBE Scheme.

### 10.3 Elected charity trustees

10.3.1 The Diocesan Synod (the **appointing body**) may appoint 8 charity trustees.

10.3.2 Any appointment must be made in accordance with the terms of the DBE Scheme.

10.3.3 The terms of appointment for each elected charity trustee shall be determined by the Diocesan Synod in accordance with the DBE Scheme.

10.3.4 Where a casual vacancy among the elected charity trustees, the Diocesan Synod may fill the vacancy in accordance with the terms of the DBE Scheme.

10.3.5 A charity trustee appointed by the appointing body has the same duty under clause 9.1 as the other charity trustees to act in the way he or she decides in good faith would be most likely to further the purposes of the CIO.

### 10.4 Co-opted charity trustees

10.4.1 The charity trustees may appoint by majority resolution at least 4 and up to 5 co-opted charity trustees.

10.4.2 The term of office of co-opted charity trustees shall be [3] years.

10.4.3 Where a casual vacancy among the co-opted charity trustees, the charity trustees may fill the vacancy and the individual appointed shall hold office only for the unexpired part of the term of the preceding co-opted trustee.

## 11 Information for new charity trustees

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

11.1.1 a copy of the current version of this constitution; and

11.1.2 a copy of the CIO's latest Trustees' Annual Report and statement of accounts.

## 12 Retirement and removal of charity trustees

- 12.1 Subject to clause 12.2 below, the ex-officio trustees, the appointed trustees and the elected trustees shall cease to hold office in accordance with the terms of the DBE Scheme.
- 12.2 Subject to clause 12.3 below, a charity trustee ceases to hold office if he or she:
- 12.2.1 retires 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);
  - 12.2.2 in the written opinion, given to the CIO, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a charity trustee and may remain so for more than 3 months;
  - 12.2.3 is absent without the permission of the charity trustees from all of their meetings held within a period of 6 months and the charity trustees resolve that his or her office be vacated;
  - 12.2.4 is at any time considered by the CIO (following advice from the diocesan safeguarding adviser) to be unsuitable to have access to children, young persons or vulnerable adults and the other charity trustees resolve that his or her office should be vacated;
  - 12.2.5 is convicted of an offence and the other charity trustees resolve that it is undesirable in the interests of the CIO that he or she remains as a charity trustee;
  - 12.2.6 is removed by resolution passed by at least 75% of the other charity trustees;
  - 12.2.7 dies;
  - 12.2.8 in the case of the ex-officio trustee, ceases to hold the relevant office;
  - 12.2.9 is disqualified from acting as a charity trustee by virtue of sections 178-180 of the 2011 Act (or any statutory re-enactment or modification of that provision).
- 12.3 A charity trustee who is suspended by the Charity Commission from acting as a charity trustee is, for the period of that suspension, suspended as a charity trustee of the CIO.
- 12.4 In the case of a charity trustee who is appointed by the Bishop or elected by the Diocesan Synod, the powers in clauses 12.2.2 to 12.2.6 (inclusive) may be exercised only if the Bishop gives his or her approval.
- 12.5 A co-opted charity trustee who has served for [3] consecutive terms may not be reappointed for a [fourth] consecutive term but may be reappointed after an interval of at least [one] year.

## 13 Taking of decisions by charity trustees

- 13.1 Any decision may be taken either:
- 13.1.1 at a meeting of the charity trustees; or
  - 13.1.2 by 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 text of the resolution in like form to which the majority of all of the

charity trustees has signified their agreement. Such a resolution shall be effective provided that:

- (a) 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
- (b) the majority of all of the charity trustees has 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 other manner as the charity trustees have previously resolved, and delivered to the CIO at its principal office or such other place as the trustees may resolve within 28 days of the circulation date.

## **14 Delegation by charity trustees**

14.1 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.

14.2 The power granted by clause 14.1 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:

14.2.1 a committee may consist of 2 or more persons, but at least one member of each committee must be a charity trustee;

14.2.2 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

14.2.3 the charity trustees shall from time to time review the arrangements which they have made for the delegation of their powers.

## **15 Meetings of charity trustees**

### **15.1 Calling meetings**

15.1.1 Any charity trustee may call a meeting of the charity trustees.

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

### **15.2 Chairing of meetings**

15.2.1 The Bishop, or another charity trustee appointed as chair in consultation with the Bishop, shall chair meetings of the charity trustees.

### **15.3 Procedure at meetings**

15.3.1 No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken. The quorum is [5] charity trustees, or the number nearest to one half of the total number of charity trustees, whichever is greater, or such larger number as the charity trustees may decide from time to time and provided that the majority of trustees are elected charity trustees. A charity trustee shall not be

counted in the quorum present when any decision is made about a matter upon which he or she is not entitled to vote.

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

15.3.3 In the case of an equality of votes, the person who chairs the meeting shall have a second or casting vote.

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

15.4.1 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.

15.4.2 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.

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

#### **16 Membership of the CIO**

16.1 The members of the CIO shall be its charity trustees for the time being. The only persons eligible to be members of the CIO are its charity trustees. Membership of the CIO cannot be transferred to anyone else.

16.2 Any member and charity trustee who ceases to be a charity trustee automatically ceases to be a member of the CIO.

#### **17 Decisions which must be made by the members of the CIO**

17.1 Any decision to:

17.1.1 amend the constitution of the CIO;

17.1.2 amalgamate the CIO with, or transfer its undertaking to, one or more other charitable incorporated organisations, in accordance with the 2011 Act; or

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

must be made by a resolution of the members of the CIO (rather than a resolution of the charity trustees).

17.2 Decisions of the members may be made either:

17.2.1 by resolution at a general meeting; or

17.2.2 by resolution in writing, in accordance with clause 17.4.

17.3 Any decision specified in clause 17.1 must be made in accordance with the provisions of clause 27 (Amendment of constitution), clause 28 (Voluntary winding up or dissolution), or the provisions of the 2011 Act, the General Regulations or the Dissolution Regulations as applicable. Those provisions require the resolution to be agreed by a 75% majority of those members voting at a general meeting, or agreed by all members in writing.

- 17.4 Except where a resolution in writing must be agreed by all the members, such a resolution may be agreed by a simple majority of all the members who are entitled to vote on it. Such a resolution shall be effective provided that:
- 17.4.1 a copy of the proposed resolution has been sent to all the members eligible to vote; and
  - 17.4.2 the required 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 CIO has specified.
- 17.5 The resolution in writing may comprise several copies to which one or more members has signified their agreement. Eligibility to vote on the resolution is limited to members who are members of the CIO on the date when the proposal is first circulated.
- 18 General meetings of members**
- 18.1 Calling of general meetings of members**
- 18.1.1 The charity trustees may designate any of their meetings as a general meeting of the members of the CIO. The purpose of such a meeting is to discharge any business which must by law be discharged by a resolution of the members of the CIO as specified in clause 17 (Decisions which must be made by the members of the CIO).
- 18.2 Notice of general meetings of members**
- 18.2.1 The minimum period of notice required to hold a general meeting of the members of the CIO is 14 clear days.
  - 18.2.2 Except where a specified period of notice is strictly required by another clause in this constitution, by the 2011 Act or by the General Regulations, a general meeting may be called by shorter notice if it is so agreed by a majority of the members of the CIO.
  - 18.2.3 Proof that an envelope containing a notice was properly addressed, prepaid and posted; or that an electronic form of notice was properly addressed and sent, shall be conclusive evidence that the notice was given. Notice shall be deemed to be given 48 hours after it was posted or sent.
- 18.3 Procedure at general meetings of members**
- 18.3.1 The provisions in clause 15.2 to 15.4 governing the chairing of meetings, procedure at meetings and participation in meetings by electronic means apply to any general meeting of the members, with all references to charity trustees to be taken as references to members.
- 19 Saving provisions**
- 19.1 Subject to clause 19.2, all decisions of the charity trustees, or of a committee of charity trustees, shall be valid notwithstanding the participation in any vote of a charity trustee:
- 19.1.1 who was disqualified from holding office;
  - 19.1.2 who had previously retired or who had been obliged by the constitution to vacate office;

19.1.3 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.

19.2 Clause 19.1 does not permit a charity trustee to keep any benefit that may be conferred upon him or her by a resolution of the charity trustees or of a committee of charity trustees if, but for clause 19.1, the resolution would have been void, or if the charity trustee has not complied with clause 7 (Conflicts of interest).

## 20 Execution of documents

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

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

20.3 If the CIO has a seal:

20.3.1 it must comply with the provisions of the General Regulations;

20.3.2 the seal must only be used by the authority of the charity trustees or of a committee of charity trustees duly authorised by the charity trustees; and

20.3.3 the charity trustees may determine who shall sign any document to which the seal is affixed and unless otherwise so determined it shall be signed by two charity trustees.

## 21 Use of electronic communications

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

21.1.1 the requirement to provide within 21 days to any member on request a hard copy of any document or information sent to the member otherwise than in hard copy form; and

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

### 21.2 To the CIO

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

### 21.3 By the CIO

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

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

- (a) provide the members with the notice referred to in clause 18.2 (Notice of general meetings); and
- (b) give charity trustees notice of their meetings in accordance with clause 15.1 (Calling meetings).

21.3.3 The charity trustees must:

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

## 22 Keeping of registers

22.1 The CIO must comply with its obligations under the General Regulations in relation to the keeping of, and provision of access to, a (combined) register of its members and charity trustees.

## 23 Minutes

23.1 The charity trustees must keep minutes of all:

23.1.1 appointments of officers made by the charity trustees;

23.1.2 proceedings at general meetings of the CIO;

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

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

23.1.4 decisions made by the charity trustees otherwise than in meetings.

## 24 Accounting records, accounts, annual reports and returns, register maintenance

24.1 The charity trustees must comply with the requirements of the 2011 Act with regard to the keeping of accounting records, to the preparation and scrutiny of statements of account, and to the preparation of annual reports and returns. The statements of account, reports and returns must be sent to the Charity Commission, regardless of the income of the CIO, within 10 months of the financial year end.

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

## 25 Rules

25.1 The charity trustees may from time to time make such reasonable and proper rules or byelaws as they may deem necessary or expedient for the proper conduct and management

of the CIO, but such rules or bye laws must not be inconsistent with any provision of this constitution. Copies of any such rules or bye laws currently in force must be made available to any member of the CIO on request.

## **26 Disputes**

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

## **27 Amendment of constitution**

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

27.1.1 This constitution can only be amended:

- (a) by resolution agreed in writing by all members of the CIO; or
- (b) by a resolution passed by a 75% majority of those voting at a general meeting of the members of the CIO called in accordance with clause 18 (General meetings of members).

27.1.2 Any alteration of clause 3 (Objects), clause 28 (Voluntary winding up or dissolution), this clause, or of any provision where the alteration would provide authorisation for any benefit to be obtained by charity trustees or members of the CIO or persons connected with them, requires the prior written consent of the Commission.

27.1.3 No amendment that is inconsistent with the provisions of the Scheme, the Measure, the 2011 Act or the General Regulations shall be valid.

27.1.4 A copy of every resolution amending the constitution, together with a copy of the CIO's constitution as amended must be sent to the 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 in the Register of Charities.

## **28 Voluntary winding up or dissolution**

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

28.1.1 at a general meeting of the members of the CIO called in accordance with clause 18 (General meetings of members), of which not less than 14 days' notice has been given to those eligible to attend and vote:

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

28.1.2 by a resolution agreed in writing by all members of the CIO;

provided that prior to any decision being taken in accordance with this clause 28.1 the Diocesan Synod has either designated an alternative body as the diocesan board

of education for the Diocese or has revoked the Scheme and does not intend to replace it.

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

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

28.2.2 If the resolution does not contain such a provision, the charity trustees must decide how any remaining assets of the CIO shall be applied.

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

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

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

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

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

28.4 If the CIO is to be wound up or dissolved in any other circumstances (and the Diocesan Synod has designated an alternative body as the diocesan board of education for the Diocese), the provisions of the Dissolution Regulations must be followed.

## 29 Interpretation

29.1 In this constitution:

29.1.1 **Bishop** means the bishop of the Diocese.

29.1.2 **Board of Finance** means the Gloucester Diocesan Board of Finance, a company limited by guarantee incorporated in England and Wales (registered company number 00162165) and registered charity (registered charity number 251234).

29.1.3 **charity trustee** means a charity trustee of the CIO (and, for the avoidance of doubt, includes the ex-officio trustee, the appointed trustee, the elected trustees and the co-opted trustees).

29.1.4 The **Communications Provisions** means the Communications Provisions in Part 9, Chapter 4 of the General Regulations.

29.1.5 **connected person** means:

- (a) a child, parent, grandchild, grandparent, brother or sister of the charity trustee;
- (b) the spouse or civil partner of the charity trustee or of any person falling within clause 30.1.1 (a) above;
- (c) a person carrying on business in partnership with the charity trustee or with any person falling within clauses 30.1.1 (a) or (b) above;
- (d) an institution which is controlled:
  - (i) by the charity trustee or any connected person falling within clauses 30.1.1 (a), (b), or (c) above; or
  - (ii) by two or more persons falling within clause 30.1.1 (d) (i), when taken together
- (e) a body corporate in which:
  - (i) the charity trustee or any connected person falling within clauses 30.1.1 (a) to (c) has a substantial interest; or
  - (ii) two or more persons falling within clauses 30.1.1 (e) (i) who, when taken together, have a substantial interest.

Section 118 of the 2011 Act apply for the purposes of interpreting the terms used in this constitution.

- 29.1.6 The **DBE Scheme** means the scheme made by the Diocesan Synod designating the CIO as the diocesan board of education for the Diocese.
- 29.1.7 **Diocese** means the area from time to time designated and known as the Diocese of Gloucester.
- 29.1.8 **Diocesan Synod** means the diocesan synod of the Diocese.
- 29.1.9 **Dissolution Regulations** means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012.
- 29.1.10 **General Regulations** means the Charitable Incorporated Organisations (General) Regulations 2012.
- 29.1.11 **Measure** means the Diocesan Boards of Education Measure 2021 (or any statutory re-enactment or modification of the Diocesan Boards of Education Measure 2021).
- 29.1.12 A **poll** means a counted vote or ballot, usually (but not necessarily) in writing.