

SANDWICH TOLL BRIDGE FUND

GRANT APPLICATION FORM

Application Summary:

Name of organisation / individual:	DEAL MARITIME + LOCAL HISTORY MUSEUM - 'DEAL MUSEUM'
Brief project / event description:	DEAL MUSEUM HAS OVER 100 YEARS OF BOUND (+UNBOUND) EAST KENT MERCURY'S DATING BACK TO THE 1800S. THESE COVER DEAL, SANDWICH + VILLAGES. OUR PROJECT IS TO HELP
Total cost of project / event:	£3,480
How much grant is requested from Sandwich Toll Bridge Fund?	£3,000


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Charitable purposes covered:	8. THE ADVANCEMENT OF THE ARTS, CULTURE HERITAGE OR SCIENCE
Are two sets of financial accounts included?	FINANCIAL SUMMARY INCLUDED
Other information attached to this application:	CONSTITUTION & QUOTES
Approved to be considered by Sandwich Toll Bridge Fund? (RFO to sign here):	K Palmer

Declaration:

I hereby declare that I have the authority to submit this application on behalf of the organisation or individual detailed above.

Signed:	
Name	SHARON POWELL
Date:	6TH DECEMBER, 2022
Status (e.g. Chairperson, Secretary):	ADMIN + RESEARCH OFFICER

The Applicant:

Name of organisation / individual:	DEAL MUSEUM
Primary Contact regarding application:	SHARON POWELL
Address:	22 ST GEORGES ROAD DEAL KENT CT14 6BA
Telephone no. (daytime):	07540 230603
Telephone no. (evening):	" "
What is the main purpose of your organisation?	DEAL MUSEUM HAS ARCHIVES AND ARTIFACTS GOING BACK HUNDREDS OF YEARS. WE ARE THE CUSTODIANS OF THE PAST FOR THE FUTURE
When was your organisation founded?	JUNE, 1972
If your organisation is a club with membership, please provide the following details: Membership: Number of adult members: Number of junior members: Does your club charge for membership? Yes / No	N/A.

If yes, please give details of the membership scheme and charges applicable	N/A
What activities are available for members?	N/A
Is club membership restricted in any way? If yes, please give details:	N/A
Is your club affiliated to any national or local organisations (e.g. Sports Council?) Please list any affiliations:	N/A.

If you are an individual applying for a personal grant, please give details about yourself to support your application:

N/A.

The project / event:

Project Title:

THE EAST KENT MERWY -
THE HISTORY OF DEAL AND SANDWICH - AND
LOCAL AREA.

Description of project / event (please put as much detail as possible here):

PLEASE SEE NOTE 1 ATTACHED.

What are your aims of the project / event?

PLEASE SEE NOTE 2 ATTACHED

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If the application is for an annual or recurring local event, please answer the following additional questions:

1. For how many years has the event run?
2. What was the estimated attendance at the last event, and what is the anticipated attendance at the planned event?
Attendance at last event:
Anticipated attendance at planned event:

N/A.

What was achieved at the last event which you consider to have been of benefit to Sandwich?

N/A.

Why do you think that the Charity should support this event / project?

PLEASE SEE NOTE 3 ATTACHED

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Project / event planning

Date that you propose to commence the project or hold the event	AS SOON AS FUNDING IS AVAILABLE
What is the proposed duration of the project / event?	ONGOING.
If the project is land or property related, what is the nature of the interest to be acquired or already held? (If leasehold, please give the length of the lease and date of termination)	N/A
Is planning consent required? If yes, what is the status of your application? (Not yet submitted / submitted not determined / granted)	N/A
Planning reference no.:	-
If planning consent has been granted, are any conditions attached? If yes, please provide details:	-
	N/A.
Is your building listed? If yes, have you received the appropriate listed building consent?	N/A.

Financial details

Estimated total cost (including any fees)	£ 3,480
Contribution from Sandwich Toll Bridge Fund:	£ 3,000
Contribution from your funds: * NOTE: WE HAVE SUPPLIED SOME BACKING AND HAVE CLEARED A ROOM CONTAINING A DEHUMIDIFIER ALREADY	£ 480

Contribution from other organisations (please specify):	None
Does the estimated total cost of the project / event include payments in kind, e.g. free labour / materials etc.? If yes, please provide details below, i.e. assumed number of hours x hourly rates etc. And total assumed cost £.	WE WILL HAVE UPWARDS OF TWO VOLUNTEERS ASSOCIATED WITH THE PROJECT. ASSUMED COST £4,000 @ £10ph pp.

Check list

Please tick to indicate if you have enclosed the following documents to support your application:

Financial accounts (2 years)	* Charity Commission
Three estimates	2
Drawing / sketches	=
Other supporting information	✓ **

* Please note that all financial accounts and details are available via the Charity Commission site under Deal Maritime and Local History Museum. our charity number is :-1168344.

** I have attached our Reserves Policy which shows most of our capital is ringfenced.

**SANDWICH TOLL BRIDGE FUND
INFORMATION REQUIRED (WHERE APPLICABLE) WITH GRANT
APPLICATIONS**

Information / assurance required	
Please confirm that you have appropriate insurance & current insurance certificate	<input checked="" type="radio"/> Yes / No / Not Applicable
Please confirm that statutory obligations under the Human Rights Act have been considered	<input checked="" type="radio"/> Yes / No
Please confirm that statutory obligations under the Disability Discrimination Act have been considered. Please give details opposite or on a separate sheet.	<input checked="" type="radio"/> Yes / No
How will your project / event help the Sandwich Toll Bridge Fund to fulfil its obligation to promote racial equality? Please give details opposite or on a separate sheet.	PLEASE SEE NOTE 4 ATTACHED
Evidence that all health & safety issues have been properly considered - please give brief details opposite and enclose a copy of your risk assessment.	<input checked="" type="radio"/> Yes / No
Do you have a policy on environmental awareness? Please give details opposite or on a separate sheet.	Yes / No PLEASE SEE NOTE 5 ATTACHED
The Charity has an obligation under s17 of the Crime & Disorder Act to consider the impact of all its functions, activities and decisions on crime and disorder in its area. What implications will your project / event have for this requirement and how, in particular, will it assist the Charity to meet its obligation? Please give details opposite or on a separate sheet.	WE DO NOT SEE HOW OUR CURRENT PROJECT CAN BE LINKED TO THESE AIMS.

SANDWICH TOLL BRIDGE FUND

CHILD PROTECTION & VULNERABLE ADULTS PROFORMA GUIDANCE NOTES

Please read the following notes carefully before completing the proforma

Sandwich Toll Bridge Fund recognises that the protection and safety of children, young people and vulnerable adults is everyone's responsibility. The Charity is committed to this principle and to the development of best practice within those community groups which it supports.

Definition of Children and Young People

Those who have not yet reached their eighteenth birthday.

Definition of Vulnerable Adults

The Charity defines a vulnerable adult based on the Law Commission's definition – that is, a person who:

'is or may be in need of community care services by reason of mental or other disability, age or illness; and who is or may be unable to take care of him or herself against significant harm or exploitation'.

In clarifying this further, the Charity adopts the Department of Health's guidance in that an 'adult' refers to a person aged 18 years or over and that people with learning difficulties, mental health problems, older people and people with a disability or impairment will be included within this definition, particularly when their situation is complicated by additional factors, such as physical frailty or chronic illness, sensory impairment, challenging behaviour, drug or alcohol problems, social or emotional problems, poverty or homelessness.

The approach that the Charity will take is based on and reflects the principles of both legislation and guidance and is that:

- the welfare of the child, young person or vulnerable adult is the paramount consideration
- all children, young people and vulnerable adults, regardless of age, disability, gender, racial or ethnic origin, religious belief and sexual orientation have a right to protection from harm or abuse.

The Charity requires that all groups seeking funding for activities which involve the delivery of services to children and young people have the following in place:

- an acceptable child protection policy, which addresses recruitment and selection procedures, and issues of confidentiality;
- relevant procedures for reporting concerns relating to the protection of children and young people, which have been designed to complement local area Child Protection Committee procedure;

- a Code of Practice highlighting acceptable behaviour with children and young people.

What if we are a community centre?

If you are a Community Centre you should have appropriate policies in place which ensure that your users are aware of their duty of care for children, young people and vulnerable adults.

What if our organisation does not work with children, young people or vulnerable adults?

There may be instances where you do not currently work with children, young people or vulnerable adults. In such cases it is reasonable that you do not have policies in place. However, you must be aware that, if at any time during the life of the project these circumstances change and you do start to work with these groups, you will be required to introduce the appropriate policies and comply with all necessary legislation.

What if we work with children, young people or vulnerable adults and we don't have an appropriate policy?

If your organisation works with children, young people or vulnerable adults, it is your responsibility to ensure their safety and well-being during their time with you. You must have appropriate policies in place to help you meet your responsibilities.

For child protection related issues there is the NSPCC help and advice helpline for enquiries from adults (0808 800 5000) or if you have queries about protecting vulnerable adults you should contact the social services department of your local authority.

The Charity can not make payments if appropriate policies are not in place.

The Charity's policy on the protection of children, young people and vulnerable adults means that it can not make payments to any organisation working with such groups that does not have appropriate policies in place.

Your project can only be processed if:

- you have completed the attached form confirming that you do have appropriate policies in place

OR

- you confirm that you do not work with such groups and that you will take all necessary steps to put policies in place if you do start to work with such groups during the life of the project.

The standard terms and conditions attached to all grants awarded by Sandwich Toll Bridge Fund state that all relevant official legislation (see attached list) and other requirements relating to individuals who are considered vulnerable are to be complied with at all times.

PLEASE KEEP THESE GUIDANCE NOTES FOR YOUR INFORMATION AND ASSISTANCE

RELEVANT LEGISLATION

Child Protection

The Children Act 1989
The Human Rights Act 1998
The Protection of Children Act 1999
The Sexual Offences (Amendment) Act 2000
The Criminal Justice and Court Services Act 2000
Rehabilitation of Offenders Act 1974
Working Together to Safeguard Children, Department of Health 1999
Caring for the Young and Vulnerable, Home Office, 1999

Vulnerable Adults

Carers (Recognition and Services) Act 1995
Chronically Sick and Disabled Persons Act 1970
Data Protection Act 1998
Disability Discrimination Act 1995
Disabled Persons (Services, Consultation and Representation) Act 1986
Employment Rights Act 1996
Health Act 1999
Health Services and Public Health Act 1968
Housing Act 1985 & 1996
Human Rights Act 1998
Local Authority Social Services Act 1948
Mental Health Act 1959 & 1983
National Assistance Act 1948
National Health Service and Community Care Act 1990
National Health Service Act 1977
Police and Criminal Evidence Act 1984
Power of Attorney Act 1971
Public Health Acts 1936 & 1961
Public Interest Disclosure Act 1998
Registered Homes Act 1984
Registered Homes (Amendment) Act 1991
Sexual Offences Act 1956 & 1967
Sexual Offences (Amendment) Act 2000

SANDWICH TOLL BRIDGE FUND

CHILD PROTECTION AND VULNERABLE ADULTS PROFORMA

Please complete this form and return it with your grant application

Name of organisation	DEAL MARITIME AND LOCAL HISTORY MUSEUM
Project / event name	THE EAST KENT MERCURY - THE HISTORY OF DEAL, SANDWICH AND LOCAL AREAS
Contact name	SHARON POWELL
Daytime telephone no.	07540 230603.
Email address	sharon@dealmuseum.co.uk
Date	6th December, 2022.

Please answer the following questions:

1. Do you work with children or young people?

YES [] NO [X]

If yes, please give details:

N/A.

2. Do you work with any client group that may come under the heading of 'vulnerable'?

YES [] NO [X]

If yes, please give details:

N/A

Please note that if you answer 'no' to the above but your application form suggests otherwise, the Charity will be required to ask further questions on this matter. You may be required to implement appropriate policies before any potential grant payment could be made.

3. Does your organisation have:

	YES	NO
A Child Protection Statement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Child Protection Procedures in place and staff are aware of these	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A Vulnerable Adults policy statement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vulnerable Adults procedures in place and staff are aware of these	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Your policy / policies should include the following as a **minimum** requirement:

Child Protection Policies	Vulnerable Adult Policies
<ul style="list-style-type: none">- Recruitment & selection procedures- Confidentiality procedures- Reporting of concerns relating to the protection of children & young people (in line with local Area Child Protection Committee procedures)- Code of Practice (relating to acceptable behaviour with children and young people)	<ul style="list-style-type: none">- Recruitment & selection procedures- Confidentiality procedures- Reporting of concerns relating to the protection of vulnerable adults (in line with local authority policy)- Code of Practice (relating to acceptable behaviour with vulnerable adults)

Please tick to confirm that your policy / policies include the minimum requirements set out above:


STATEMENT

I CONFIRM THATDEAL MUSEUM..... ARE AWARE OF OUR DUTY OF CARE TO CHILDREN, YOUNG PEOPLE AND VULNERABLE ADULTS. (Where applicable this applies to Community Centres ensuring that there are procedures in place to ensure its users are also aware of their duty of care to Children, Young People and Vulnerable Adults).

I CONFIRM THAT WE HAVE TAKEN ALL NECESSARY STEPS TO COMPLY WITH THE LEGAL REQUIREMENTS IN THIS REGARD.

I CONFIRM THAT IF WE DO START TO WORK WITH CHILDREN, YOUNG PEOPLE AND / OR VULNERABLE ADULTS DURING THE LIFE OF THE PROJECT, WE WILL TAKE ALL NECESSARY STEPS TO COMPLY WITH THE LEGAL REQUIREMENTS IN THIS REGARD.

This document must be signed by an appropriately senior Director, Trustee, Chair or Vice-Chair of your organisation.

Signed:	
Name:	KATHRYN REILLY
Position:	CHAIR
Date:	6 JANUARY 2023.

Note 1: Description of project

Deal Museum is a newly accredited museum and holds copies of The East Kent Mercury reaching back to the 1800s. These papers are vitally important as they contain the contemporaneous accounts of everything newsworthy that has happened in Deal, Sandwich, and the local areas in over 140 years. Some of these, up to the 1980s, are bound in book form, others are not. Up until 1970s the paper was a broadsheet, and these broadsheets have appropriate archive quality storage boxes however, after the mid 1970s, the paper became tabloid size, and these do not have storage boxes. The museum has some wall racking for these newspapers, but we need a more to make them safe and accessible. Our project is to ensure the newspapers have the correct protection, so they survive for as long as possible, they are correctly displayed and accessible to the local community for research and social meetings. This project is twofold as, not only do we need to protect the newspapers, but we also want to ensure they help researchers and people who will benefit from joining a social group.

Note 2: Aims of the project

The aim of our project is to see these papers in protective boxes, on racking in date order so we can invite researchers in to view them. The information held in these newspapers is important to the history of the towns and the more local history that can be extracted from them and passed on, the better. Deep social roots of the towns are contained in these wonderful newspapers.

We have cleared, and allocated, a small room that contains a dehumidifier to these newspapers. We have three existing racks but we require six more and we also require approximately 40 archive quality tabloid size boxes

We will also hold a weekly 'Mercury Moment' social group where attendees can come along and look through the papers together, providing social interaction and friendship opportunities with likeminded people, thereby helping to alleviate social isolation. Each month a selection from the papers will be presented at the Astor Theatre as part of The History Project's 'Local History Night'. We don't have the room at the museum to hold this group so we will hire the local church hall and take a small selection of the papers each week.

Note 3: Why do we think the charity should support this project

The East Kent Mercurys we have here at Deal Museum contain thousands of contemporaneous accounts and articles appertaining to Deal, Sandwich and the local villages. It is through these papers that we can see the birth of the towns that we live in today, as the attitudes of the past and events, both important and trivial, have formed

the bedrock of where we live and work. Most of these newspapers are not yet online but even when they are, the importance the original paper copies hold will not diminish. We are custodians of these newspapers for the whole area and help from the charity for their upkeep would be help enormously.

Note 4: Promoting Racial Equality

Deal Museum trustees and volunteers take their responsibilities regarding the equality of all seriously, and it is in the forefront of our minds throughout our planning. Every event or project the museum holds or arranges is open to everyone and looking through the eyes of the past via the East Kent Mercurys of old, we can see them as a tool for education on all matters of inclusion. Sadly, this wasn't always the case in the past but from these we can learn lessons for the future.

Note 5: Environmental Awareness

Deal Museum is currently updating all its policies. We are environmentally responsible and always aim to work within strict boundaries. We recycle when possible.

The Requirements for Independent Examination or Audit

All charities with an annual income above £25,000 are required to have either an independent examination of accounts or an audit. All charities with an annual income above £1m (or with an income over £250,000 and assets above £3.26m) are required to have an audit.

The type of scrutiny required can also depend on a charity's legal structure, level of income, and the wording in its constitution (for example for unincorporated charities, for Charitable Incorporated Organisations, or for charitable companies). For charities with an income above £250,000 the examiner must have a professional qualification or be a member of a body specified in the Charities Act 2006,

Further detailed explanations can be found at [Charity reporting and accounts | Resource Centre](#), including requirements for Annual Reporting to the Charity Commission.

With an income of close to £16,000 in 2021, the Trustees are satisfied that there is no requirement for either Independent Examination or Audit. This is kept under annual review.

Also, I bring your attention to the fact that most of our reserves are ringfenced....

RESERVES POLICY

The Museum's reserves policy has been drawn up in accordance with the Arts Council's Guidance of 2019 regarding reserves in Arts and Cultural Organisations.

The Museum benefits from being the freehold owner of its building, having been gifted it specifically for the purpose, hence its value is reflected in Restricted Funds. However, this, along with the fact that the Museum is run on a largely voluntary basis, means that annual overheads are relatively low, and fundraising is regularly undertaken for specific activities and projects, so these again are accounted for on a Restricted Funding basis.

On 31st December 2021, Unrestricted Fund balances totalled £40,793; however, in consideration of the charity's role as Museum and taking account of potential risks to the charity and its activities, Trustees have agreed that it is necessary to designate the following sums from Unrestricted balances to both protect and develop the important collection for which they are responsible:

£10,000 - For upkeep and maintenance of building and displays.

£10,000 - For acquisition of artifacts of historical importance to enhance the collection.

The Trustees also recognise that, should the Deal Museum have to close, it would likely take at least 12 to 18 months to dispose of both the collection and the building in a manner to ensure this can be done in accordance with requirements of the Museum's charitable status and purpose. Therefore, the organisation needs to maintain levels of reserves that amount to 18 months running costs which totals £20,437 at 2021 levels.

Therefore, at the start of 2022, Trustees were looking to increase their levels of unrestricted income to help provide adequately for any potential scenario that might reasonably be anticipated.

This Reserves Policy is kept under regular review, to reflect changing activities of the Museum, its outreach into the local communities and beyond, and the future ambitions of both the Trustees and the Museum's clients and visitors.



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ATB15/B	215 x 155		50-80mm	A5	25	19.77	17.80	16.81	15.82	14.83 - 0 +
ATB06/B	305 x 215		105-200mm	A4	25	37.83	34.05	32.15	30.26	28.37 - 0 +
ATB17/B	330 x 250		50-80mm	A4+	25	37.83	34.05	32.15	30.26	28.37 - 0 +
ATB18/B	330 x 250		100-180mm	A4+	25	51.71	46.54	43.95	41.37	38.78 - 0 +
ATB10/B	430 x 310		105-190mm	A3	25	65.86	59.27	55.98	52.69	49.39 - 0 +
ATB11/B	440 x 320		135-250mm	A3+	25	71.05	63.94	60.39	56.84	53.29 - 0 +
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**Constitution of a Charitable Incorporated Organisation whose
only voting members are its charity trustees**
(‘Foundation’ model constitution)

Date of constitution: 21 July 2016

Last amended: 25 March 2021

1. Name

The name of the Charitable Incorporated Organisation (“the CIO”) is

Deal Maritime and Local History Museum

2. National location of principal office

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

3. Objectives

The objectives of the CIO are "For the public benefit, to establish and maintain a museum in Deal for the exhibition of artefacts and displays illustrating the history of Deal, Walmer and district".

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

4. Powers

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

1. 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, if it wishes to mortgage land;

2. buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
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 119123 of the Charities Act 2011;
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 6 (Benefits and payments to charity trustees and connected persons) and provided it complies with the conditions of that clause;
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.

5. Application of income and property

1. The income and property of the CIO must be applied solely towards the promotion of the objects.
 - a. 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.
 - b. 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.
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.
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

(1) General provisions

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 sub-clause (2) of this clause or authorised by the court or the prior written consent of the Charity Commission (“the Commission”) has been obtained. In this clause, a “financial benefit” means a benefit, direct or indirect, which is either money or has a monetary value.

(2) Scope and powers permitting trustees’ or connected persons’ benefits

- a. A charity trustee or connected person may receive a benefit from the CIO as a beneficiary of the CIO provided that a majority of the trustees do not benefit in this way.
- b. 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 Charities Act 2011.
- c. Subject to sub-clause (3) of this clause 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.
- d. 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).
- e. 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.
- f. 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.

(3) Payment for supply of goods only – controls

The CIO and its charity trustees may only rely upon the authority provided by subclause (2)(c) of this clause if each of the following conditions is satisfied:

- a. The amount or maximum amount of the payment for the goods is set out in a written agreement between the CIO and the charity trustee or connected person supplying the goods (“the supplier”).
- b. The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
- c. The other 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.
- d. The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the CIO.
- e. The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of charity trustees is present at the meeting.
- f. The reason for their decision is recorded by the charity trustees in the minute book.
- g. A majority of the charity trustees then in office are not in receipt of remuneration or payments authorised by clause 6.

(4) In sub-clauses (2) and (3) of this clause:

- a. “the CIO” includes any company in which the CIO:
 - i. holds more than 50% of the shares; or
 - ii. controls more than 50% of the voting rights attached to the shares; or
 - iii. has the right to appoint one or more directors to the board of the company;
- b. “connected person” includes any person within the definition set out in clause [30] (Interpretation);

7. Conflicts of interest and conflicts of loyalty

A charity trustee must:

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
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).

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.

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

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

(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:

- a. 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
- b. to exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to:
 - i. any special knowledge or experience that he or she has or holds himself or herself out as having; and,
 - ii. if he or she acts as a 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.

(2) Eligibility for trusteeship

- a. Every charity trustee must be a natural person.
- b. No individual may be appointed as a charity trustee of the CIO:
 - if he or she is under the age of 16 years; or
 - if he or she would automatically cease to hold office under the provisions of clause 12(1)(e).
- c. No one is entitled to act as a charity trustee whether on appointment or on any reappointment until he or she has expressly acknowledged, in whatever way the charity trustees decide, his or her acceptance of the office of charity trustee.
- d. At least one of the trustees of the CIO must be 18 years of age or over. If there is no trustee aged at least 18 years, the remaining trustees may only act to call a meeting of the charity trustees, or appoint a new charity trustee.

(3) Number of charity trustees

- a. 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.
- b. The maximum number of charity trustees is ten. The charity trustees may not appoint any charity trustee if as a result the number of charity trustees would exceed the maximum

(4) First charity trustees

The first charity trustees are as follows, and are appointed for the following terms—

Kathy Hostettler and David Hossack..... for 4 years

Joy McDonagh and Quentin Withall..... for 3 years

Robert Acton and Martin Child..... for 2 years

10. Appointment of charity trustees

1. Apart from the first charity trustees, every trustee must be appointed for a term of three years by a resolution passed at a properly convened meeting of the charity trustees.
2. In selecting individuals for appointment as charity trustees, the charity trustees must have regard to the skills, knowledge and experience needed for the effective administration of the CIO.

11. 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. a copy of the current version of this constitution; and
- b. a copy of the CIO's latest Trustees' Annual Report and statement of accounts.

12. Retirement and removal of charity trustees

1. A charity trustee ceases to hold office if he or she:
 - a. 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);
 - b. 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;
 - c. dies;
 - d. in the written opinion, given to the company, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a director and may remain so for more than three months;
 - e. is disqualified from acting as a charity trustee by virtue of sections 178-180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).
2. Any person retiring as a charity trustee is eligible for reappointment.
3. A charity trustee who has served for three 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

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.

14. Delegation by charity trustees

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.

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:

- a. a committee may consist of two or more persons, but at least one member of each committee must be a charity trustee;
- b. 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
- c. 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

(1) Calling meetings

- a. Any charity trustee may call a meeting of the charity trustees.
- b. Subject to that, the charity trustees shall decide how their meetings are to be called, and what notice is required.

(2) Chairing of meetings

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

meeting, the charity trustees present may appoint one of their number to chair that meeting.

(3) Procedure at meetings

- a. No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken. The quorum is three charity trustees, or the number nearest to one third of the total number of charity trustees, whichever is greater, 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.
- b. Questions arising at a meeting shall be decided by a majority of those eligible to vote.
- c. In the case of an equality of votes, the person who chairs the meeting shall have a second or casting vote.

(4) Participation in meetings by electronic means

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

16. Membership of the CIO

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.
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

1. Any decision to:
 - a. amend the constitution of the CIO;
 - b. amalgamate the CIO with, or transfer its undertaking to, one or more other CIOs, in accordance with the Charities Act 2011; or
 - c. 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).
2. Decisions of the members may be made either:
 - a. by resolution at a general meeting; or
 - b. by resolution in writing, in accordance with sub-clause (4) of this clause.
3. Any decision specified in sub-clause (1) of this clause must be made in accordance with the provisions of clause [28] (amendment of constitution), clause [29] (Voluntary winding up or dissolution), or the provisions of the Charities Act 2011, the General Regulations or the Dissolution Regulations as applicable. Those provisions require the resolution to be agreed by a 75% majority of those members voting at a general meeting, or agreed by all members in writing.
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:
 - a. a copy of the proposed resolution has been sent to all the members eligible to vote; and
 - b. 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.

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

(1) Calling of general meetings of members

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).

(2) Notice of general meetings of members

- a. The minimum period of notice required to hold a general meeting of the members of the CIO is 14 days.
- b. Except where a specified period of notice is strictly required by another clause in this constitution, by the Charities Act 2011 or by the General Regulations, a general meeting may be called by shorter notice if it is so agreed by a majority of the members of the CIO.
- c. 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.

(3) Procedure at general meetings of members

The provisions in clause 15 (2)-(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 trustees to be taken as references to members.

19. Saving provisions

1. Subject to sub-clause (2) of this clause, 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.

2. Sub-clause (1) of this clause 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 sub-clause (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

1. The CIO shall execute documents either by signature or by affixing its seal (if it has one)
2. A document is validly executed by signature if it is signed by at least two of the charity trustees.
3. If the CIO has a seal:
 - a. it must comply with the provisions of the General Regulations; and
 - b. 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. 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

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

- a. the requirement to provide within 21 days to any member on request a hard copy of any document or information sent to the member otherwise than in hard copy form;
- b. any requirements to provide information to the Commission in a particular form or manner.

22. Keeping of Registers

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

The charity trustees must keep minutes of all:

1. appointments of officers made by the charity trustees;

2. proceedings at general meetings of the CIO;
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; and
 - where appropriate the reasons for the decisions;
4. decisions made by the charity trustees otherwise than in meetings.

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

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.
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

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

26. Disputes

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

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

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 19 (General meetings of members).
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 Charity Commission.
3. No amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid.
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

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:
 - (a) at a general meeting of the members of the CIO called in accordance with clause 19 (General meetings of members), of which not less than 14 days' notice has been given to those eligible to attend and vote:
 - i. by a resolution passed by a 75% majority of those voting, or
 - ii. 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
 - (b) by a resolution agreed in writing by all members of the CIO.
2. Subject to the payment of all the CIO's debts:
 - a. 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.
 - b. If the resolution does not contain such a provision, the charity trustees must decide how any remaining assets of the CIO shall be applied.

- c. In either case the remaining assets must be applied for charitable purposes the same as or similar to those of the CIO.
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:
- a. the charity trustees must send with their application to the Commission:
 - i. a copy of the resolution passed by the members of the CIO;
 - ii. 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
 - iii. 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;
 - b. 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 of the CIO who was not privy to the application.
4. If the CIO is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

29. Interpretation

In this constitution:

“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 sub clause (a) above;
- c. a person carrying on business in partnership with the charity trustee or with any person falling within sub-clause (a) or (b) above;
- d. an institution which is controlled –
 - i. by the charity trustee or any connected person falling within sub-clause (a), (b), or (c) above; or
 - ii. by two or more persons falling within sub-clause

(d)(i), when taken together

- e. a body corporate in which –

- i. the charity trustee or any connected person falling within sub-clauses (a) to
- (c) has a substantial interest; or
- ii. two or more persons falling within sub-clause (e)(i) who, when taken together, have a substantial interest.

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

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

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

The **“Communications Provisions”** means the Communications Provisions in [Part 10, Chapter 4] of the General Regulations.

“charity trustee” means a charity trustee of the CIO.

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