

Constitution

of

Refugee Legal Support

Signed by one of the first Trustees (on behalf of all of the first Trustees):

Signature

ANNETTE ELDER

Name SOLICITOR

Position

Trustee.

Date

06-10-20

10 Queen Street Place, London EC4R 1BE
bateswells.co.uk

Refugee Legal Support

Table of Contents

1.	Name	1
2.	National location of principal office	1
3.	Objects	1
4.	Powers	1
5.	Application of income and property	2
6.	Benefits and payments to Trustees and Connected Persons.....	2
7.	Liability of Members to contribute to the assets of the CIO if it is wound up	3
8.	Trustees.....	4
9.	Appointment and automatic retirement of Trustees	4
10.	Information for new Trustees	5
11.	Disqualification, retirement and removal of Trustees.....	5
12.	Chair.....	6
13.	Taking of decisions by Trustees.....	6
14.	Meetings of Trustees	6
15.	Unanimous decisions without a meeting	8
16.	Trustee interests and management of conflicts of interest	8
17.	Trustees may delegate	9
18.	Committees	10
19.	Delegation of day to day management powers	10
20.	Delegation of investment management	11
21.	Membership of the CIO.....	11
22.	Associate membership.....	11
23.	Decisions which must be made by the Members of the CIO	11
24.	Members' decisions.....	12
25.	General meetings of Members	13
26.	Validity of Trustee actions	13
27.	Irregularities.....	13
28.	Patrons	14
29.	Secretary	14
30.	Contracts and documents.....	14
31.	Keeping of Registers	14
32.	Minutes.....	14
33.	Accounting records, accounts, annual reports and returns, register maintenance.....	15
34.	Rules	15
35.	Disputes.....	15
36.	Communications.....	15
37.	Amendment of constitution	17
38.	Voluntary winding up or dissolution	17
39.	Interpretation	18

Refugee Legal Support

Constitution of a Charitable Incorporated Organisation whose only voting members are its Trustees

('Foundation' Constitution)

1. Name

The name of the charitable incorporated organisation ("the CIO") is:

Refugee Legal Support

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. Objects

The objects of the CIO are, for the public benefit:

- 3.1. to relieve poverty, sickness, and distress of persons who are internally displaced or in migration or who are asylum seekers or refugees fleeing situations including (but not limited to) war, persecution, and climate change and their families and any dependants who are in conditions of need, hardship and distress (hereinafter the 'Beneficiaries');
- 3.2. to advance education in legal rights practice and procedure related to refugee and asylum seekers
- 3.3. to preserve and protect the physical and mental health of the Beneficiaries including but not limited to protecting the rights of the Beneficiaries

Nothing in this constitution shall authorise an application of the property of the CIO for 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, but without limitation, the CIO has power to:

- 4.1. 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 the Charities Act 2011 if it wishes to mortgage land);
- 4.2. buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- 4.3. 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 the Charities Act 2011);
- 4.4. employ and remunerate such staff as are necessary for carrying out the work of the CIO (the CIO may employ or remunerate a Trustee only to the extent that it is permitted to do so

by clause 6 (Benefits and payments to Trustees and Connected Persons) and provided it complies with the conditions of that clause);

- 4.5. deposit funds and invest funds not immediately required for the CIO's objects in or upon such investments, securities or other property as the Trustees think fit;
- 4.6. 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 such manner as the Trustees think fit;
- 4.7. trade in the course of carrying out the objects of the CIO and carry on any other trade which is not expected to give rise to taxable profits;
- 4.8. incorporate and acquire subsidiary companies to carry on any trade; and
- 4.9. impose restrictions, which may be revocable or irrevocable, on the use of any property of the CIO, including (without limitation) by creating permanent endowment.

5. Application of income and property

- 5.1. The income and property of the CIO must be applied solely towards the promotion of its objects.
- 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 unless the payment is permitted by clause 6.
- 5.3. Any profits made from supplies of VAT exempt education by the CIO can only be used to either further or improve future supplies of VAT exempt education made by the CIO.

6. Benefits and payments to Trustees and Connected Persons

6.1. General provisions

No Trustee or Connected Person may:

- 6.1.1. sell goods, services, or any interest in land to the CIO;
- 6.1.2. be employed by, or receive any remuneration from, the CIO; and/or
- 6.1.3. receive any other financial benefit from the CIO,

unless:

- (a) the payment or benefit is permitted by clause 6.2 or authorised by the court or the Charity Commission; and
- (b) the Trustee concerned (including, in the case of a Connected Person, the Trustee to whom the Connected Person is connected) has complied with clause 16.1.

6.2. A Trustee or Connected Person may receive the following benefits from the CIO:

- 6.2.1. A Trustee or Connected Person may receive a benefit from the CIO as a beneficiary of the CIO.

- 6.2.2. A Trustee or Connected Person may be paid reasonable and proper remuneration by the CIO for any goods or services supplied to the CIO on the instructions of the Trustees (excluding, in the case of a Trustee, the service of acting as a Trustee and services performed under a contract of employment with the CIO) provided that this provision may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is a Connected Person in relation to that Trustee).
- 6.2.3. A Trustee or Connected Person may receive interest on money lent to the CIO at a reasonable and proper rate.
- 6.2.4. A Trustee or Connected Person may receive reasonable and proper rent for premises let by the Trustee or Connected Person to the CIO.
- 6.2.5. A Trustee or Connected Person may take part in the normal trading and fundraising activities of the CIO on the same terms as members of the public.
- 6.2.6. A Trustee is entitled to be reimbursed from the property of the CIO or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the CIO.
- 6.2.7. A Trustee may benefit from trustee indemnity insurance cover purchased at the CIO's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.

provided that where benefits are conferred under Clause 6.2, Clause 16 (Conflicts of Interest) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit.

6.3. In clause 6.2 "the CIO" includes any company in which the CIO:

- 6.3.1. holds more than 50% of the shares; or
- 6.3.2. controls more than 50% of the voting rights attached to the shares; or
- 6.3.3. has the right to appoint one or more directors to the board of the company.

7. Liability of Members to contribute to the assets of the CIO if it is wound up

- 7.1. If the CIO is wound up, each Member of the CIO is liable to contribute to the assets of the CIO such amount (but not more than £1) as may be required for payment of the debts and liabilities of the CIO contracted before that person ceases to be a member, for payment of the costs, charges and expenses of winding up, and for adjustment of the rights of the contributing members among themselves.
- 7.2. In clause 7.1 "Member" includes any person who was a member of the CIO within 12 months before the commencement of the winding up.
- 7.3. Subject to clause 7.1, the Members of the CIO have no liability to contribute to its assets if it is wound up, and accordingly have no personal responsibility for the settlement of its debts and liabilities beyond the amount that they are liable to contribute.

8. Trustees

8.1. *Functions and duties of Trustees*

The Trustees shall manage the affairs of the CIO and may for that purpose exercise all the powers of the CIO. It is the duty of each Trustee:

- 8.1.1. 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
- 8.1.2. to exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances, having regard in particular:
 - (a) to any special knowledge or experience that he or she has or purports to have; and
 - (b) if he or she acts as a Trustee of the CIO in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.

8.2. *Eligibility for trusteeship*

No one may be appointed as a Trustee if he or she is under the age of 16 years. 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 Trustees, or appoint a new Trustee.

8.3. *Number of Trustees*

- 8.3.1. There must be at least 3 Trustees. If the number falls below this minimum, the remaining Trustee or Trustees may act only to call a meeting of the Trustees, or appoint a new Trustee.
- 8.3.2. The maximum number of Trustees is 11. The Trustees may not appoint any Trustee if as a result the number of Trustees would exceed the maximum.

8.4. *First Trustees*

- 8.4.1. The first Trustees of the CIO are:
 - (a) Annette Mary Elder;
 - (b) Eva Maria Doerr; and
 - (c) Sarah Booker.

9. Appointment and automatic retirement of Trustees

- 9.1. Any person who is willing to act as a Trustee, and who would not be disqualified from acting under the provisions of clause 11, may be appointed to be a Trustee by a decision of the Trustees.
- 9.2. In selecting individuals for appointment as Trustees, the Trustees must have regard to the skills, knowledge, and experience needed for the effective administration of the CIO.

9.3. Automatic retirement

- 9.3.1. Each Trustee shall retire from office at the third Annual Retirement Meeting following the commencement of his or her term of office. The retirement takes effect at the conclusion of the meeting.
- 9.3.2. The Annual Retirement Meeting shall be the meeting of the Trustees at which the accounts of the CIO are adopted.

9.4. Maximum term

- 9.4.1. Retiring Trustees may be reappointed but a Trustee who has served for two consecutive terms of office must take a break from office and may not be reappointed until the earlier of:
- (a) the anniversary of the commencement of his or her break from office; and
 - (b) the Annual Retirement Meeting following the Annual Retirement Meeting at which his or her break from office commenced.
- 9.4.2. If the retirement of a Trustee under clause 9.3 causes the number of Trustees to fall below that set out in clause 8.3.1 then the retiring Trustee shall remain in office until a new appointment is made.

10. Information for new Trustees

The Trustees will make available to each new Trustee, on or before his or her first appointment:

- 10.1. a copy of this constitution and any amendments made to it; and
- 10.2. a copy of the CIO's latest trustees' annual report and statement of accounts.

11. Disqualification, retirement and removal of Trustees

A Trustee ceases to hold office if:

- 11.1. he or she retires by notifying the CIO in writing (but only if at least 3 Trustees will remain in office when the notice of resignation takes effect);
- 11.2. is absent without the permission of the Trustees from three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason;
- 11.3. the Trustees reasonably believe that he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;
- 11.4. he or she is disqualified under the Charities Act 2011 from acting as a Trustee;
- 11.5. at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Trustees; or

11.6. he or she ceases to be a Member of the CIO.

12. Chair

The Trustees may appoint one of their number to be the Chair of the Trustees for such term of office as they determine and may at any time remove him or her from that office.

13. Taking of decisions by Trustees

Any decision of the Trustees may be taken either:

13.1. at a meeting of the Trustees called and held in accordance with clause 14; or

13.2. by a unanimous resolution taken in accordance with clause 15.

14. Meetings of Trustees

14.1. Calling meetings

14.1.1. One Trustee may call a Trustees' meeting.

14.1.2. A Trustees' meeting must be called by at least seven Clear Days' notice unless either:

(a) all the Trustees agree; or

(b) urgent circumstances require shorter notice.

14.1.3. In deciding on the date and time of any Trustees' meeting, the Trustees calling or requesting the Secretary to call the meeting must try to ensure, subject to the urgency of any matter to be discussed at the meeting, that as many Trustees as practicable are likely to be available to participate.

14.1.4. Notice of Trustees' meetings must be given to each Trustee.

14.1.5. Every notice calling a Trustees' meeting must specify:

(a) the place, day and time of the meeting;

(b) the general nature of the business to be considered at such meeting; and

(c) if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

14.1.6. Notice of Trustees' meetings need not be in writing.

14.2. Chairing of Trustees' meetings

The Chair of the Trustees, if any, or in his or her absence another Trustee nominated by the Trustees present shall preside as chair of each Trustees' meeting.

14.3. Procedure at Trustees' meetings

14.3.1. At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

- 14.3.2. The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than two, and unless otherwise fixed it is two or one-third of the total number of Trustees, whichever is the greater.
- 14.3.3. If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision to appoint further Trustees.
- 14.4. Questions arising at a meeting shall be decided by a majority of the Trustees present and voting.
- 14.5. In the case of an equality of votes, the chair of the meeting shall have a second or casting vote.

This does not apply if, in accordance with the constitution, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

14.6. *Participation in meetings by electronic means (including remote attendance)*

- 14.6.1. Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:
- (a) the meeting has been called and takes place in accordance with the constitution; and
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing).
- 14.6.2. In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other. In particular, without limitation, any person attending a Trustees' meeting remotely shall be treated as being present at the meeting for the purposes of any provision of the constitution.
- 14.6.3. The Trustees may, in their discretion, make such arrangements as they consider appropriate to enable those attending a Trustees' meeting to exercise their rights to speak or vote at it. Such arrangements may, without limitation, include arrangements to enable those attending a Trustees' meeting to do so remotely using technology (including without limitation any electronic platform or platforms) and shall be subject to clause 14.6.4.
- 14.6.4. Where the Trustees make arrangements to facilitate remote attendance at Trustees' meetings:
- (a) the Trustees shall ensure that the notice of the meeting includes a description of the means by which they intend to facilitate remote attendance and details of the primary place where individuals are invited to physically attend the meeting;
 - (b) the Trustees and/or the chair of the meeting may:
 - (i) determine how individuals present at the meeting may submit comments and questions to the meeting;
 - (ii) determine how votes may be cast;
 - (iii) withdraw the scope for remote attendance, or change the means of attending remotely, in order to facilitate the effective conduct of the meeting,

including without limitation in the case of security concerns or technological failure; and

- (c) the right of any person to attend a meeting remotely shall be subject to these arrangements.

14.6.5. The Trustees may, subject to the constitution, make any additional rules they think fit regarding arrangements for remote attendance at Trustees' meetings.

15. Unanimous decisions without a meeting

15.1. A decision is taken in accordance with this clause 15 when all of the Trustees indicate to each other by any means (including without limitation by Electronic Means, such as by email or by telephone) that they share a common view on a matter. The Trustees cannot rely on this clause 15 to make a decision if one or more of the Trustees has a conflict of interest which, under clause 16, results in them not being entitled to vote.

15.2. Such a decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in writing.

15.3. A decision which is made in accordance with this clause 15 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:

15.3.1. approval from each Trustee must be received by one person being either such person as all the Trustees have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Trustees;

15.3.2. following receipt of responses from all of the Trustees, the Recipient must communicate to all of the Trustees (by any means) whether the resolution has been formally approved by the Trustees in accordance with this clause 15;

15.3.3. the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and

15.3.4. the Recipient must prepare a minute of the decision in accordance with clause 32.

16. Trustee interests and management of conflicts of interest

16.1. Declaration of interests

A Trustee must declare the nature and extent of:

16.1.1. any direct or indirect material interest which he or she has in a proposed transaction or arrangement with the CIO; and

16.1.2. any direct or indirect interest or any duty which he or she has which conflicts or may conflict with the interests of the CIO or his or her duties to the CIO.

16.2. Participation in decision-making

If a Trustee's interest or duty cannot reasonably be regarded as giving rise to a conflict of interest or a conflict of duties with or in respect of the CIO, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process. For the avoidance of doubt, the following transactions or arrangements shall be presumed as not reasonably likely to give rise to a conflict of interest provided all of the Trustees have the same interest:

- 16.2.1. approval of trustee expenses policies;
 - 16.2.2. payment of premiums for trustee indemnity insurance; or
 - 16.2.3. receipt by a Trustee in his or her capacity as beneficiary of the charity of benefits which are available generally to all beneficiaries.
- 16.3. If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the CIO, he or she must:
- 16.3.1. take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;
 - 16.3.2. not be counted in the quorum for that part of the process; and
 - 16.3.3. withdraw during the vote and have no vote on the matter.

16.4. Register of Trustees' interests

The Trustees must cause a register of Trustees' interests to be kept.

17. Trustees may delegate

- 17.1. Subject to this constitution, the Trustees may delegate any of their powers or functions to any committee.
- 17.2. Subject to this constitution, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the CIO to any person or committee.
- 17.3. Any delegation by the Trustees may be:
 - 17.3.1. by such means;
 - 17.3.2. to such an extent;
 - 17.3.3. in relation to such matters or territories; and
 - 17.3.4. on such terms and conditions,
 - as they think fit.

- 17.4. The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.
- 17.5. The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.
- 17.6. The Trustees may by power of attorney or otherwise appoint any person to be the agent of the CIO for such purposes and on such conditions as they determine.

18. Committees

- 18.1. In the case of delegation to committees:
 - 18.1.1. the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);
 - 18.1.2. the composition of any committee shall be entirely in the discretion of the Trustees and may include such of their number (if any) as the resolution may specify;
 - 18.1.3. the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee must appoint a secretary for that purpose;
 - 18.1.4. the Trustees may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and
 - 18.1.5. no committee shall knowingly incur expenditure or liability on behalf of the CIO except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.
- 18.2. The meetings and proceedings of any committee shall be governed by the provisions of this constitution regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any regulations made by the Trustees.

19. Delegation of day to day management powers

In the case of delegation of the day to day management of the CIO to a chief executive or other manager or managers:

- 19.1. the delegated power shall be to manage the CIO by implementing the policy and strategy adopted by and within a budget approved by the Trustees and (if applicable) to advise the Trustees in relation to such policy, strategy and budget;
- 19.2. the Trustees shall provide any manager with a description of his or her role and the extent of his or her authority; and
- 19.3. any manager must report regularly to the Trustees on the activities undertaken in managing the CIO and provide them regularly with management accounts which are sufficient to explain the financial position of the CIO.

20. Delegation of investment management

The Trustees may delegate the management of investments to a Financial Expert or Experts provided that:

- 20.1. the investment policy is set down in writing for the Financial Expert or Experts by the Trustees;
- 20.2. timely reports of all transactions are provided to the Trustees;
- 20.3. the performance of the investments is reviewed regularly with the Trustees;
- 20.4. the Trustees are entitled to cancel the delegation arrangement at any time;
- 20.5. the investment policy and the delegation arrangements are reviewed regularly;
- 20.6. all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
- 20.7. the Financial Expert or Experts must not do anything outside the powers of the Trustees.

21. Membership of the CIO

- 21.1. The Members of the CIO shall be its Trustees for the time being. The only persons eligible to be Members of the CIO are its Trustees. Membership of the CIO cannot be transferred to anyone else.
- 21.2. A Member and Trustee who ceases to be a Trustee automatically ceases to be a Member of the CIO.

22. Associate membership

- 22.1. The Trustees may create classes of associate membership, and may determine the rights and obligations of any such associate members (including payment of membership fees), and the conditions for admission to, and termination of membership of any such class of members, and alter those rights, obligations and conditions at any time.
- 22.2. Associate members shall be non-voting members and will not be Members of the CIO for any purpose.

23. Decisions which must be made by the Members of the CIO

Any decision to:

- 23.1. amend the constitution of the CIO;
- 23.2. amalgamate the CIO with, or transfer its undertaking to, one or more other charitable incorporated organisations, in accordance with the Charities Act 2011; or
- 23.3. wind up the CIO voluntarily 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 Trustees).

- 23.4. Each Member of the CIO must exercise the powers which they have in their capacity as Member in the way that they decide, in good faith, would be most likely to further the objects of the CIO.

24. Members' decisions

24.1. General provisions

Decisions of the Members of the CIO may be taken either:

- 24.1.1. by means of a resolution passed by vote at a general meeting (in accordance with clause 24.2); or
- 24.1.2. by means of a written resolution (as provided in clause 24.3).

24.2. Taking decisions at a meeting

- 24.2.1. Any decision of the Members of the CIO may be taken by means of a resolution passed by a 75% majority of those Members voting at a general meeting (including votes cast by email), unless a lower majority is required by law, in which case the resolution must be passed by the majority required by law.
- 24.2.2. The CIO may, if the Trustees so decide, allow the Members to vote by email to make a decision on any matter that is being decided at a general meeting of the Members.
- 24.2.3. If email voting is to be allowed on a matter, the CIO must send to Members of the CIO not less than 21 days before the deadline for receipt of votes cast in this way a notice including an explanation of the purpose of the vote and the voting procedure to be followed by the Member, and a voting form capable of being returned by email or post to the CIO, containing details of the resolution being put to a vote.
- 24.2.4. Any email votes must be authenticated in the manner specified in the voting procedure.
- 24.2.5. The voting procedure must specify the closing date and time for receipt of votes.
- 24.2.6. A Member who has cast a valid email vote must not vote at the meeting, and if they attend the meeting must not be counted in the quorum for any part of the meeting on which he or she has already cast a valid vote. A Member who has cast an invalid vote by email is allowed to vote at the meeting and counts towards the quorum.

24.3. Taking decisions by written resolution

- 24.3.1. The Members of the CIO may make decisions by resolution in writing agreed to by all of the Members of the CIO. Members of the CIO signify their agreement by sending to the CIO a document to that effect signed by them or authenticated in any other manner agreed by the Trustees. The resolution may comprise several copies to which one or more Members of the CIO has signified their agreement. The resolution comes into effect once the agreement of all of the Members has been received by the CIO.
- 24.3.2. The conditions set out in Schedule 1 to this constitution shall apply to written resolutions of the Members of the CIO.

24.4. *Members' resolutions and conflicts of interest*

- 24.4.1. A Trustee who would benefit personally, whether directly or indirectly, from a transaction or arrangement into which a CIO proposes to enter must not take part in any decision of the Members of the CIO whether or not to enter into that transaction or arrangement.
- 24.4.2. Clause 24.4.1 does not apply where the transaction or arrangement proposed to be entered into by the CIO cannot reasonably be regarded as likely to give rise to a conflict of interest.

25. *General meetings of Members*

25.1. *Calling of general meetings of Members*

Any two Trustees may call a general meeting of the Members of the CIO for the purpose of discharging any business which must by law be discharged by a resolution of the Members of the CIO as specified in clause 23.

25.2. *Notice of general meetings of Members*

- 25.2.1. At least 14 Clear Days' notice of a general meeting of the Members of the CIO must be given to all of the Members of the CIO.
- 25.2.2. If not less than 90% of all of the Members of the CIO who are entitled to vote at the meeting agree, any resolution may be proposed and passed at the meeting even though the requirements of clause 25.2.1 have not been met.
- 25.2.3. The notice of any general meeting must:
- (a) state the place, date and time and date of the meeting; and
 - (b) 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.
- 25.2.4. Clause 36.4 shall apply when determining when notice of a general meeting is received.

25.3. *Procedure at general meetings of Members*

The provisions in clauses 14.2, 14.3, and 14.6 of this constitution (which deal with the chairing of Trustees' meetings, the quorum at Trustees' meetings and participation in Trustees' meetings by electronic means (including remote attendance)) shall apply to general meetings of the Members of the CIO, with all references to Trustees to be taken as references to Members of the CIO.

26. *Validity of Trustee actions*

All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.

27. *Irregularities*

The proceedings at any meeting or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity

(including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

28. Patrons

The Trustees may appoint and remove any individual(s) as patron(s) of the CIO on such terms as they shall think fit.

29. Secretary

A secretary may be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them.

30. Contracts and documents

30.1. Contracts may be made either:

30.1.1. on behalf of the CIO, by a person acting under the express or implied authority of the CIO; or

30.1.2. by the CIO, in writing under its seal (if it has one).

30.2. Documents may be executed by the CIO either:

30.2.1. by being signed by at least two of the Trustees; or

30.2.2. by the affixing of the CIO's seal (if it has one).

30.3. If the CIO has a seal:

30.3.1. the CIO must have its name engraved in legible characters on the seal;

30.3.2. the seal must only be used by the authority of the Trustees or of a committee of Trustees duly authorised by the Trustees; and

30.3.3. the Trustees may determine who shall sign any document to which the seal is affixed and unless otherwise determined it shall be signed by two Trustees.

30.4. A CIO may, by instrument executed as a deed, empower a person, either generally or in respect of specific matters, as its attorney to execute deeds or other documents on its behalf.

31. 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 Trustees.

32. Minutes

The Trustees must keep minutes of all:

32.1. appointments of officers made by the Trustees;

32.2. proceedings at general meetings of the CIO;

32.3. meetings of the Trustees and committees of Trustees, including:

32.3.1. the names of the Trustees present at the meeting;

32.3.2. the decisions made at the meetings;

32.3.3. where appropriate the reasons for the decisions; and

32.4. resolutions and decisions made by the Trustees and Members of the CIO otherwise than in meetings.

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

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

33.2. The Trustees must inform the Charity Commission within 28 days of any change in the particulars of the CIO entered on the Central Register of Charities.

34. Rules

The 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.

35. Disputes

If a dispute arises between Members of the CIO about the validity or propriety of anything done by the Members of the CIO 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.

36. Communications

36.1. Communications to the CIO

36.1.1. Any Member or Trustee of the CIO may send documents or information to the CIO:

(a) by hand; or

(b) by post,

by sending it to the principal office or any other address specified by the CIO for this purpose.

36.1.2. Any Member or Trustee of the CIO may send documents or information to the CIO in Electronic Form or by Electronic Means (for example by email), provided that:

(a) In the case of documents or information sent in Electronic Form, the CIO has agreed (generally or specifically) to receive documents or information in that form

(and has not revoked that agreement), or is treated as having agreed to receive documents or information in that form under clause 36.3.

- (b) Documents or information sent by Electronic Means must be sent to either:
 - (i) an address specified by the CIO for the purpose; or
 - (ii) an address to which clause 36.3 applies.
- (c) Communications sent by Electronic Means must be authenticated in a manner which is satisfactory to the CIO.

36.2. Communications by the CIO

36.2.1. The CIO may send documents or information to any Member or Trustee of the CIO by hand or by post, by handing it to them or by sending it to:

- (a) an address specified for the purpose by the intended recipient;
- (b) their address as shown in the CIO's combined register of Members or Trustees; or
- (c) where the CIO is unable to obtain an address falling within clauses 36.2.1(a) or 36.2.1(b), the intended recipient's last address known to the CIO.

36.2.2. The CIO may send or supply documents or information to any Member or Trustee of the CIO in Electronic Form or by Electronic Means (including by email or by making it available on a website), provided that:

- (a) the intended recipient has agreed (generally or specifically) to receive documents or information in that form or by such means (and has not revoked that agreement); or
- (b) (in the case of documents or information sent in Electronic Form) the intended recipient is treated as having agreed to receive documents or information in that form or by such means under clause 36.2.3; or
- (c) (in the case of documents or information made available via a website) the intended recipient is treated as having agreed to receive documents or information in that manner under paragraph 10 of Schedule 3 of the General Regulations.

36.2.3. Any Member or Trustee of the CIO, by virtue of becoming a Member of the CIO and 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.

36.2.4. When communicating any notice or proposal via a website, the Trustees must take reasonable steps to ensure that Members of the CIO and Trustees are promptly notified of the publication of any such notice or proposal.

36.3. CIO's deemed agreement to electronic communications

If the CIO sends or supplies documents or information to another person in Electronic Form:

36.3.1. the CIO is treated as having agreed to accept a response in Electronic Form; and

- 36.3.2. where the document or information is sent or supplied by the CIO by Electronic Means from an electronic address, or the CIO has given such an address in the document or information (subject to any limitations specified when providing that address), the CIO is treated as having agreed to the response being sent by Electronic Means to that address.

36.4. Deemed delivery

- 36.4.1. Where any document or information is sent or supplied by the CIO to the Trustees or the Members of the CIO:
- (a) where it is sent by post it is deemed to be received 48 hours after it is posted;
 - (b) where it is sent or supplied by Electronic Means (for example by email) it is deemed to be received on the same day that it is sent;
 - (c) where it is sent or supplied by means of a website, it is deemed to be received:
 - (i) when the material is first made available on the website; or
 - (ii) if later, when the intended recipient received (or is treated as having received) notice of the fact that the material is available on the website.
- 36.4.2. The intended recipient of a document or information may agree generally or specifically with the CIO that it is deemed to be received within a shorter period than that specified in clause 36.4.1.

37. Amendment of constitution

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

- 37.1. 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).
- 37.2. Any alteration of clause 3 (Objects), clause 38 (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.
- 37.3. No amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid.
- 37.4. 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.

38. Voluntary winding up or dissolution

- 38.1. 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.

38.2. 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 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 which are the same as or similar to those of the CIO.

38.3. 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.

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

39. Interpretation

39.1. In this constitution:

39.1.1. "Annual Retirement Meeting" has the meaning conferred on it by clause 9.3.2;

39.1.2. "CIO" means Refugee Legal Support;

39.1.3. "Clear Days" means in relation to the period of a notice, means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

39.1.4. "Connected Person" means:

- (a) a child, parent, grandchild, grandparent, brother or sister of the Trustee;
- (b) the spouse or civil partner of the Trustee or of any person falling within clause 39.1.4(a) above;
- (c) a person carrying on business in partnership with the Trustee or with any person falling within clauses 39.1.4(a) or 39.1.4(b) above;
- (d) an institution which is controlled:
 - (i) by the Trustee or any Connected Person falling within clauses 39.1.4(a), 39.1.4(b), or 39.1.4(c) above; or
 - (ii) by two or more persons falling within clause 39.1.4(d)(i), when taken together; and
- (e) a body corporate in which:
 - (i) the Trustee or any Connected Person falling within clauses 39.1.4(a), 39.1.4(b) or 39.1.4(c) has a substantial interest; or
 - (ii) two or more persons falling within clause 39.1.4(e)(i) who, when taken together, have a substantial interest.

For the purposes of this clause 39.1.4:

- (i) "child" includes a stepchild and an illegitimate child;
- (ii) a person living with another as that person's husband or wife is to be treated as that person's spouse;
- (iii) where two people of the same sex are not civil partners but live together as if they were, each of them is to be treated as the civil partner of the other;
- (iv) a person controls an institution if the person is able to secure that the affairs of the institution are conducted in accordance with the person's wishes;
- (v) any person has a substantial interest in a body corporate if the person or institution in question:
 - is interested in shares comprised in the equity share capital of that body of a nominal value of more than one-fifth of that share capital, or
 - is entitled to exercise, or control the exercise of, more than one-fifth of the voting power at any general meeting of that body.

- 39.1.5. "Dissolution Regulations" means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012;
- 39.1.6. "Financial Expert" means an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;
- 39.1.7. "General Regulations" means the Charitable Incorporated Organisations (General) Regulations 2012;
- 39.1.8. "Members of the CIO" means the members of the CIO for the purposes of the Charities Act 2011, the General Regulations and the Dissolution Regulations; and
- 39.1.9. "Trustee" means a Trustee of the CIO.
- 39.2. A reference to a document or information being sent or supplied in Electronic Form is to a document or information sent by Electronic Means (such as by email or fax) or by any other means while in an electronic form (such as a computer disc sent by post).
- 39.3. A reference to a document or information being sent or supplied by Electronic Means is to a document or information sent and received by means of electronic equipment for the processing or storage of data and entirely transmitted, conveyed and received by wire, by radio or optical means or by other electromagnetic means.
- 39.4. Any reference in this constitution to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.

1.- Written resolutions of the Members of the CIO

1. A copy of the proposed written resolution must be sent to all the Members eligible to vote.
2. All of the Members must signify their agreement to the resolution in a document or documents which are received by the CIO at the principal office or such address (including an electronic address) as may be specified for the purpose by the Trustees within the period of 28 days (or such other period as the Trustees shall decide) beginning with the date on which the proposal is first circulated.
3. The written resolution takes effect once all the agreement of all of the Members has been received by the CIO at the principal office or an address specified in accordance with paragraph 2 above. If the agreement of all of the Members is not received within the 28 day period the proposed resolution will lapse.
4. 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.
5. The written resolution may comprise several copies to which one or more Members has signified their agreement.
6. 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.