

Charity Registration Number: 1186229

CONSTITUTION

- of -

HELFORD RIVER GIG CLUB

Registered as a Charitable Incorporated Organisation

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

1 Name

The name of the Charitable Incorporated Organisation (the 'Club') is *Helford River Gig Club*.

2 National Location of Principal Office

The principal office of the Club is in England.

3 Objects

The objects of the club are:

To promote community participation in healthy recreation by providing facilities for the participation in pilot gig rowing benefiting people residing in and around the Helford River as well as the wider public residing in the county of Cornwall ('facilities' means land, buildings, equipment and organised sporting activities)

4 Affiliation

Subject to the requirements of charity law and the duties of Charity Trustees the Club will affiliate to the CPGA (Cornish Pilot Gig Association CIO) and CRA (Cornwall Rowing Association) and affiliate to the Constituent Body designated to it by the CPGA and/or CRA. The Club will further comply with and uphold the bye-laws, rules and regulations of the Constituent Body, the CPGA and/or CRA, as amended from time to time and the rules and regulations of any body to which the CPGA and/or CRA are affiliated

5 Powers

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

- 1) borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed. The Club must comply as appropriate with 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 Club. In exercising this power, the Club must comply as appropriate with sections 117 and 119-123 of the Charities Act 2011
- 4) employ and remunerate such staff as are necessary for carrying out the work of the Club. The Club may employ or remunerate a Charity Trustee only to the extent that it is permitted to do so by clause

7 (benefits and payments to Charity Trustees and connected persons) and provided it complies with the conditions of those clauses.

- 5) deposit or invest funds , employ a professional fund-manager , and arrange for the investments or other property of the Club to be held in the name of a nominee, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000.

6 Application of Income and Property

- 1) The income and property of the Club must be applied solely towards the promotion of the objects.
 - a) A Charity Trustee is entitled to be reimbursed from the property of the Club or may pay out of such property reasonable expenses properly incurred by her or him when acting on behalf of the Club
 - b) A Charity Trustee may benefit from trustee indemnity insurance cover purchased at the Club's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011
- 2) None of the income or property of the Club may be paid or transferred directly or indirectly by way of a dividend, bonus or otherwise by way of profit to any member. This does not prevent a member who is not also a Charity Trustee receiving:
 - a) a benefit from the Club as a beneficiary of the Club
 - b) reasonable and proper remuneration for any goods or services supplied to the Club
- 3) Nothing in this clause shall prevent a Charity Trustee or connected person receiving any benefit or payment which is authorised by clause 7 (benefits and payments to Charity Trustees and connected persons)

7 Payments Benefits to Charity Trustees and Connected Persons

7.1 General Provisions

No Charity Trustee or connected person may:

- 1) Buy or receive any goods or services from the CIO on terms preferential to those applicable to members of the public
- 2) Sell goods or services or any interest in land to the Club
- 3) Be employed by, or receive any remuneration from the Club
- 4) Receive any other financial benefit from the Club

Unless the payment of benefit is permitted by subclause (7.2) of this clause or authorised by the court of 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.

7.2 Scope and powers permitting trustees or connected Persons benefit

- 1) A Charity Trustee or connected person may receive a benefit from the Club as a beneficiary of the Club if it is available generally to the beneficiaries of the Club.
- 2) A Charity Trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Club where that is permitted in accordance with, and subject to the conditions in section 185 to 188 of the Charities Act 2011
- 3) Subject to Clause (7.3) a charity trustee or connected person may provide the Club with goods that are not supplied in connection with services provided to the Club by the Charity Trustee or connected person.
- 4) A Charity Trustee or connected person may receive interest on money lent to the Club at a reasonable and proper rate which must not be more than the Bank of England base rate (also known as the base rate)
- 5) A Charity Trustee or connected person may receive reasonable and proper rent for premises let by the trustee or connected person to the Club. The amount of the rent and the other terms of the leases must be reasonable and proper. The Charity Trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- 6) A Charity Trustee or connected person may take part in the normal trading and fundraising activities of the Club on the same terms as members of the public

7.3 Payment for Supply of Goods Only – Controls

The Club and its Charity Trustees may only rely upon the authority provided by sub-clause 7.2 (3) if each of the following conditions is satisfied:

- 1) The amount or maximum amount of the payment for the goods is set out in a written agreement between the Club and the Charity Trustee or connected person supplying the goods (supplier).
- 2) The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
- 3) The other Charity Trustees are satisfied that it is in the best interests of the Club to contract with the supplier rather than with someone who is not a Charity Trustee or connected person. In reaching that decision the Charity Trustees must balance the advantages and disadvantages of contracting with a Charity Trustee
- 4) The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the Club.
- 5) The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Charity Trustees is present at the meeting.
- 6) The reason for their decision is recorded by the Charity Trustees in the minute book.
- 7) A majority of the Charity Trustees then in office are not in receipt of remuneration or payments authorised by Clause 7 (*benefits and payment to Charity Trustees and connected persons*).

7.4 In sub- Clauses 7.2 and 7.3 of this clause:

"Club" includes any company in which the Club;

- 1) holds more than 50% of the shares; or
- 2) controls more than 50% of the voting rights attached to the shares; or
- 3) has the right to appoint one or more directors to the board of the company;

"connected person" includes any person within the definition set out in Clause 29
(*interpretation*)

8 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 Club or in any transaction or arrangement entered into by the Club 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 interests will arise between his or her duty to act solely in the interests of the Club and any personal interest (including but not limited to any financial interest).

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

9 Liability of Members to Contribute to the Assets of the Club if it is Wound Up

- 1) If the Club is wound up, each member of the Club is liable to contribute to the assets of the Club such amount but not more than £1 as may be required for payment of the debts and liabilities of the Club contracted before that person or organisation 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.
- 2) In sub-clause 9 (1) member includes any person or organisation that was a member of the Club within 12 months before the commencement of the winding up.
- 3) But subject to that, the members of the Club 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.

10 Membership of the Club

The existing members of the unincorporated association known as Helford River Gig Club are admitted to membership by the Charity Trustees as at the date of incorporation of the Club in accordance with this constitution

10.1 Admission of New Members

10.1.1 Eligibility

Membership of the Club is open to anyone who is interested in furthering its purposes, and who, by applying for membership, has indicated his, her or its agreement to become a member and acceptance of the duty of members set out in sub-clause 10.4 (duty of members)

A member may be an individual, a corporate body, or an organisation which is not incorporated

10.1.2 Admission Procedure

The Charity Trustees:

- 1) may require applications for membership to be made in any reasonable way that they decide.
- 2) may refuse an application where admission to membership would be contrary to the best interests of the sport or the good conduct and interests of the Club;
- 3) shall, if they decide to refuse an application for membership, give the applicant their reasons for doing so, within 21 days of the decision being taken, and give the applicant the opportunity to appeal against the refusal; and
- 4) shall give fair consideration to any such appeal, and shall inform the applicant of their decision, but any decision to confirm refusal of the application for membership shall be final

For the avoidance of doubt membership is open to all without discrimination and no person shall be denied membership of the Club on the grounds of race, ethnic origin, creed, colour, age, disability, sex, occupation, sexual orientation, religion, political or other beliefs.

10.2 Membership Subscription

The Charity Trustees may from time to time fix the levels of entrance fees and annual subscriptions to be paid by the different categories of members provided that the Charity Trustees shall use its best endeavours to ensure that the fees set by it do not preclude open membership of the Club.

10.3 Transfer of Membership

Membership of the Club is not transferable.

10.4 Duty of Members

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

10.5 Conditions of Membership

- 1) All members shall be subject to the Rules and shall respect the sport as set from time to time by the CPGA, CRA and/or British Rowing.
- 2) The Club may require members to pay reasonable membership fees to the Club. The members shall pay any entrance fees and annual subscription set by the Charity Trustees under sub-Clause 10.2. Any member whose subscription fee is more than three months in arrears shall be deemed to have resigned his membership of the Club.

10.6 Termination of Membership

Membership of the Club comes to an end if:

- 1) the member dies, or, in the case of an organisation (or the representative of an organisation) that organisation ceases to exist; or
- 2) the member fails to comply or continue to comply with any condition of membership set out in this constitution; or
- 3) the member sends a notice of resignation to the Charity Trustees; or
- 4) any sum of money owed by the member to the Club is not paid in full within three months of its falling due; or
- 5) the Charity Trustees decide that it is in the best interests of the Club that the member in question should be removed from membership, and by a two-thirds majority pass a resolution to that effect.

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

- 1) inform the member of the reasons why it is proposed to remove him, her or it from membership;
- 2) give the member at least 21 clear days' notice in which to make representations to the Charity Trustees as to why he, she or it should not be removed from membership;
- 3) at a duly constituted meeting of the Charity Trustees, consider whether or not the member should be removed from membership;
- 4) consider at that meeting any representations which the member makes as to why the member should not be removed; and
- 5) allow the member, or the member's representative, to make those representations in person at that meeting, if the member so chooses.

11 Members' Decisions

11.1 General Provisions

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

11.2 Taking Ordinary Decisions by Vote

Subject to Clause 11.4, any decision of the members of the Club may be taken by means of a resolution at a general meeting. Such a resolution may be passed by a simple majority of votes cast at the meeting including votes cast by postal or email ballot, and proxy votes.

11.3 Taking Ordinary Decisions by Written Resolution without a General Meeting

- a) Subject to sub-clause 11.4, a resolution in writing agreed by a simple majority of all the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective, provided that:
- (i) a copy of the proposed resolution has been sent to all the members eligible to vote; and
 - (ii) a simple majority of members has signified its agreement to the resolution in a document or documents which are received at the principal office within the period of 28 days beginning with the circulation date. The document signifying a member's agreement must be authenticated by their signature (or in the case of an organisation which is a member, by execution according to its usual procedure), by a statement of their identity accompanying the document, or in such other manner as the Club has specified.
- b) The resolution in writing may comprise several copies to which one or more members has signified their agreement.
- c) Eligibility to vote on the resolution is limited to members who are members of the Club on the date when the proposal is first circulated in accordance with paragraph (a) above.
- d) Not less than 10% of the members of the Club may request the Charity Trustees to make a proposal for decision by the members.
- e) The Charity Trustees must within 21 days of receiving such a request comply with it if:
- (i) the proposal is not frivolous or vexatious, and does not involve the publication of defamatory material;
 - (ii) the proposal is stated with sufficient clarity to enable effect to be given to it if it is agreed by the members; and
 - (iii) effect can lawfully be given to the proposal if it is so agreed.

f) sub-clauses (a) to (c) of this clause apply to a proposal made at the request of the members.

11.4 Decisions that must be taken in a Particular Way

- (a) Any decision to remove a trustee must be taken in accordance with sub-clause 17 (2)
- (b) Any decision to amend this constitution must be taken in accordance with Clause 28 (*amendment of constitution*) of this constitution.
- (c) Any decision to wind up or dissolve the Club must be taken in accordance with Clause 29 (*voluntary winding up or dissolution*) of this constitution. Any decision to amalgamate or transfer the undertaking of the Club to one or more other Clubs must be taken in accordance with the provisions of the Charities Act 2011.

12 General Meetings of Members

12.1 Types of general meeting

There must be an annual general meeting (AGM) of the members of the Club. The first AGM must be held within 18 months of the registration of the Club, and subsequent AGMs must be held at intervals of not more than 15 months.

The AGM shall be held for the following purposes:

- 1) to receive from the Charity Trustees the Club's annual statement of accounts (duly audited or examined where applicable) and the trustees' annual report;
- 2) to appoint the Trustees of the Club in accordance with this constitution and from those trustees elect the additional roles of office from the trustees namely that of chairman, secretary and treasurer; and
- 3) to transact such other business as may be brought before it [(including without limitation the appointment of Life Members (in recognition of outstanding contribution or long service to the Club)].

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

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

12.2 Calling general meetings

- (a) Charity Trustees:
 - (i) must call the annual general meeting of the members of the Club in accordance with sub-clause 12.1, of this clause and identify it as such in the notice of the meeting; and

(ii) may call any other general meeting of the members at any time.

(b) The Charity Trustees must, within 21 days, call a general meeting of the members of the Club if:

(i) they receive a request to do so from at least 10% of the members of the Club; and

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

(c) if, at the time of any such request, there has not been any general meeting of the members of the Club for more than 12 months, then sub-clause (b) (i) of this clause shall have effect as if 5% were substituted for 10%

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

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

(f) Any general meeting called by the Charity Trustees at the request of the members of the Club must be held within 28 days from the date on which it is called.

(g) If the Charity Trustees fail to comply with this obligation to call a general meeting at the request of its members, then the members who requested the meeting may themselves call a general meeting.

(h) A general meeting called in this way must be held not more than three months after the date when the members first requested the meeting.

(i) The Club must reimburse any reasonable expenses incurred by the members calling a general meeting by reason of the failure of the Charity Trustees to duly call the meeting, but the Club shall be entitled to be indemnified by the Charity Trustees who were responsible for such failure.

12.3 Notice of General Meetings

(a) The Charity Trustees, or, as the case may be, the relevant members of the Club, must give at least 14 clear days' notice of any general meeting to all of the members, and to any Charity Trustee of the Club who is not a member.

(b) If it is agreed by not less than 90% of all members of the Club, any resolution may be proposed and passed at the meeting even though the requirements of sub-clause 12.3 (a) have not been met. This sub-clause does not apply where a specified period of notice is strictly required by another clause in this constitution, by the Charities Act 2011 or by the General Regulations.

- (c) The notice of any general meeting must:
- (i) state the time and date of the meeting;
 - (ii) give the address at which the meeting is to take place;
 - (iii) 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; and
 - (iv) if a proposal to alter the constitution of the Club is to be considered at the meeting, include the text of the proposed alteration;
 - (v) include, with the notice for the AGM, the annual statement of accounts and trustees' annual report, details of persons standing for election or re-election as trustee, or where allowed under Clause 24 (*use of electronic communication*), details of where the information may be found on the Club's website.
- (d) 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.
- (e) The proceedings of a meeting shall not be invalidated because a member who was entitled to receive notice of the meeting did not receive it because of accidental omission by the Club.

12.4 Chairing of General Meetings

The person nominated as Chair by the Charity Trustees under sub-clause 21.2 shall, if present at the general meeting and willing to act, preside as Chair of the meeting. Subject to that, the members of the Club who are present at a general meeting shall elect a Chair to preside at the meeting.

12.5 Quorum at General Meetings

- (a) No business other than the appointment of the Chairman of the meeting is to be transacted at a general meeting of the members of the Club if the persons attending it do not constitute a quorum.
- (b) Subject to the following provisions, the quorum for general meetings shall be the greater of 10% or 10 members. an organisation represented by a person present at the meeting in accordance with sub-clause 12.9, is counted as being present in person
- (c) If the meeting has been called by or at the request of the members and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the meeting is closed.
- (d) If the meeting has been called in any other way and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the Chair must adjourn the meeting. The date, time and place at which the meeting will resume must either be announced by the Chair or be notified to the Club's members at least seven clear days before the date on which it will resume.
- (e) If a quorum is not present within 15 minutes of the start time of the adjourned meeting, the member or

members present at the meeting constitute a quorum.

(f) If at any time during the meeting a quorum ceases to be present, the meeting may discuss issues and make recommendations to the trustees but may not make any decisions. If decisions are required which must be made by a meeting of the members, the meeting must be adjourned.

12.6 Voting at General Meetings

(a) Any decision other than one falling within sub-clause 11.4 (*decisions that must be taken in a particular way*) shall be taken by a simple majority of votes cast at the meeting (including proxy and postal votes). Every member has one vote (unless provided in the rights of a particular class of membership under this constitution)

(b) A resolution put to the vote of a meeting shall be decided on a show of hands, unless (before or on the declaration of the result of the show of hands) a poll is duly demanded. A poll may be demanded by the Chair or by at least 10% of the members present in person or by proxy at the meeting.

(c) A poll demanded on the election of a person to Chair the meeting or on a question of adjournment must be taken immediately. A poll on any other matter shall be taken, and the result of the poll shall be announced, in such manner as the Chair of the meeting shall decide, provided that the poll must be taken, and the result of the poll announced, within 30 days of the demand for the poll.

(d) A poll may be taken:

- (i) at the meeting at which it was demanded; or
- (ii) at some other time and place specified by the Chair; or
- (iii) through the use of postal or electronic communications.

(e) In the event of an equality of votes, whether on a show of hands or on a poll, the Chair of the meeting shall have a second, or casting vote.

(f) Any objection to the qualification of any voter must be raised at the meeting at which the vote is cast and the decision of the Chair of the meeting shall be final.

12.7 Proxy Voting

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

- 1) states the name and address of the member appointing the proxy;
- 2) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
- 3) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner

as the Club may determine; and

- 4) is delivered to the Club in accordance with the constitution and any instructions contained in the notice of the general meeting to which they relate.

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

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

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

- 1) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
- 2) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

A member who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Club by or on behalf of that member.

An appointment under a proxy notice may be revoked by delivering to the Club a notice in writing given by or on behalf of the member by whom or on whose behalf the proxy notice was given.

A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

If a proxy notice is not signed or authenticated by the member appointing the proxy, it must be accompanied by written evidence that the person who signed or authenticated it on that member's behalf had authority to do so.

12.8 Postal Voting

The Club may, if the Charity Trustees so decide, allow the members to vote by post or electronic mail (email) to elect Charity Trustees or to make a decision on any matter that is being decided at a general meeting of the members.

The Charity Trustees must appoint at least two persons independent of the Club to serve as scrutineers to supervise the conduct of the postal/email ballot and the counting of votes.

If postal and/or email voting is to be allowed on a matter, the club must send to members of the Club not less than 21 days before the deadline for receipt of votes cast in this way.

- 1) a notice by email, if the member has agreed to receive notices in this way under clause 23 (use of

electronic communication), 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 Club, containing details of the resolution being put to a vote, or of the candidates for election, as applicable.

- 2) a notice by post to all other members, including a written explanation of the purpose of the postal vote and the voting procedure to be followed by the member; and a postal voting form containing details of the resolution being put to a vote, or of the candidate for election, as applicable.

The voting procedure must require all forms returned by post to be in an envelope with the members name and signature, and nothing else, on the outside, inside another envelope addressed to ;The Scrutineers for HRGC at the Clubs principle office or such other postal address as is specified in the voting procedure.

The voting procedure for votes cast by email must require the member's name to be at the top of the email, and the email must be authenticated in the manner specified in the voting procedure.

Email votes must be returned to an email address used only for this purpose and must be accessed only by a scrutineer.

The voting procedure must specify the closing date and time for receipt of votes and must state that any votes received after the closing date or not complying with the voting procedure will be invalid and not be counted.

The scrutineers must make a list of members casting valid votes, and a separate list of members casting votes which were invalid. These lists must be provided to a Charity Trustee or other person overseeing admission to, and voting at, the general meeting. A member who has cast a valid postal or email vote must not vote at the meeting and must not be counted in the quorum for any part of the meeting for which he/she has already cast a valid vote. A member who has cast an invalid vote by post or email is allowed to vote at the meeting and counts towards the quorum.

For postal votes, the scrutineers must retain the internal envelopes (with the members name and signature). For email votes, the scrutineers must cut off and retain any part of the email that includes the members name. in each case, a scrutineer must record on this evidence of the members name that the vote has been counted, or if the vote has been declared invalid, the reason for such declaration.

Votes cast by post or email must be counted by all the scrutineers before the meeting at which the vote is to be taken. The scrutineers must provide to the person chairing the meeting written confirmation of the number of valid votes received by post and email and the number of votes received which were invalid.

The scrutineers must not disclose the result of the postal/email ballot until after votes taken by hand or by poll at the meeting, or by poll after the meeting, have been counted. Only at this point shall the scrutineers declare the result of the valid votes received, and these votes shall be included in the declaration of the result of the vote.

Following the final declaration of the result of the vote, the scrutineers must provide to a Charity Trustee

or other authorised person bundles containing the evidence of members submitting valid postal votes; evidence of members submitting valid email votes; evidence of invalid votes; the valid votes; and the invalid votes.

Any dispute about the conduct of a postal or email ballot must be referred initially to a panel set up by the Charity Trustees, to consist of two trustees and two persons independent of the Club. If the dispute cannot be satisfactorily resolved by the panel, it must be referred to the Electoral Reform Society.

12.9 Representation of Corporate Members and Organisations

An organisation or a corporate body that is a member of the Club, may, in accordance with its usual decision-making process, authorise a person to act as its representative at any General Meeting of the Club.

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

12.10 Adjournment of Meetings

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

13 Charity Trustees

13.1 Functions and Duties of Charity Trustees

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

- 1) to exercise his or her powers and to perform his or her functions as a trustee of the Club in the way he or she decides in good faith would be most likely to further the purposes of the Club; and
- 2) to exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to:
 - a) any special knowledge or experience that he or she has or holds himself or herself out as having; and
 - b) if he or she acts as a Charity Trustee of the Club in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.

13.2 Eligibility for Trusteeship

Every Charity Trustee must be a natural person.

No one may be appointed as a Charity Trustee:

- 1) if he or she is under the age of 16 years; or
- 2) if he or she would automatically cease to hold office under the provisions of clause 17 (1)(e).

No one is entitled to act as a Charity Trustee whether on appointment or on any re-appointment until he or she has expressly acknowledged, in whatever way the Charity Trustees decide, his or her acceptance of the office of Charity Trustee.

13.3 Number of Charity Trustees

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.

The maximum number of Charity Trustees that can be appointed is twelve. No trustee appointment may be made in excess of this number.

The Charity Trustees shall be:

- 1) the Chairman
- 2) the treasurer
- 3) the secretary
- 4) up to nine other elected trustees, and
- 5) such other persons (if any) as the Charity Trustees may from time to time in its sole discretion co-opt to the Charity Trustees until the next annual general meeting, provided that the total number of Charity Trustees at any one time shall not exceed the maximum number (if any) fixed by this clause. Co-opted Charity Trustees shall be entitled to vote at the meetings of the Charity Trustees.

13.4 First Charity Trustees

The first Charity Trustees of the Club, who shall hold office until such time as they are due to retire in accordance with this constitution, shall be:

Steve Bagshaw

Nicola Wilson

Philip Badger

14 Appointment of Charity Trustees

- 1) At the first general meeting of the members of the Club, all the Charity Trustees shall retire from office.
- 2) At every subsequent annual general meeting of the members of the club, one third of the Charity Trustees shall retire from office and in doing so any position held by an office holder shall cease when they are no longer a trustee. If the number of Charity Trustees is not three or a multiple of three, then the number nearest to one third shall retire from office, but if there is only one Charity Trustee, he or she shall retire.
- 3) The charity trustees to retire by rotation shall be those who have been longest in office since their last appointment. If any trustees were last appointed or reappointed on the same day as those to retire shall (unless they otherwise agree among themselves) be determined by lot;
- 4) The vacancies so arising may be filled by the decision of the members at the annual general meeting; any vacancies not filled at the annual general meeting may be filled as provide in sub-clause 15.5
- 5) The members of the Charity Trustees may at any time decide to appoint a new Charity Trustee, whether in place of a charity trustee who had retired or been removed in accordance with clause 17 (retirement and removal of charity trustees) or as an additional Charity Trustee, provided that the limit specified in sub-clause 13.3 on the number of charity trustees would not as a result be exceeded.

A person so appointed by the members of the Club shall retire in accordance with the provisions of sub-clauses (2) and (3) of this clause. A person so appointed by the Charity Trustees shall retire at the conclusion of the next annual general meeting after the date of his or her appointment and shall not be counted for the purpose of determining which of the Charity Trustees is to retire by rotation at the meeting.

15 Information for New Charity Trustees

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

- 1) a copy of this constitution and any amendments made to it; and
- 2) a copy of the Club's latest trustees' annual report and statement of accounts.

16 Retirement and Removal of Charity Trustees

- 1) A Charity Trustee ceases to hold office if he or she:
 - a) retires by notifying the Club in writing (but only if enough Charity Trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings)

- b) is absent without permission of the Charity Trustees from all their meetings held within a six month period and the trustees resolve that his or her office be vacated.
 - c) Dies
 - d) in the written opinion, given to the Club of a registered medical practitioner treating that person has become physically or mentally incapable of acting as a Charity Trustee and may remain so for more than three months;
 - e) is disqualified from acting as a Charity Trustee by virtue of section 178-180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision);
 - f) ceases to be a member
- 2) A Charity Trustee shall be removed from office if a resolution to remove that trustee is proposed at a general meeting of the members called for that purpose and properly convened in accordance with Clause 12 (*general meetings of members*), and the resolution is passed by a two-thirds majority of votes cast at the meeting.

A resolution to remove a Charity Trustee in accordance with this clause shall not take effect unless the individual concerned has been given at least 14 clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been given a reasonable opportunity of making oral and/or written representations to the members of the Club.

17 Reappointment of Charity Trustees

Any person who retires as a Charity Trustee by rotation or by giving notice to the club is eligible for reappointment. 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 three years.

18 Taking of Decisions by Charity Trustees

Any decision may be taken either

- 1) at a meeting of the Charity Trustees; or
- 2) 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. Such a resolution shall be effective provided that
 - a copy of the proposed resolution has been sent, at or as near as reasonably practicable to the same time, to all of the charity trustees; and
 - the majority of all of the charity trustees has signified agreement to the resolution in a document or documents which has or have been authenticated by their signature, by a statement of their identity accompanying the document or documents, or in such other

manner as the charity trustees have previously resolved, and delivered to the Club at its principal office or such other place as the trustees may resolve within 28 days of the circulation date.

19 Delegation by Charity Trustees

The Charity Trustees may delegate any of their powers or functions to a committee or committees, and, if they do, they must determine the terms and conditions on which the delegation is made. The Charity Trustees may at any time alter those terms and conditions or revoke the delegation.

This power is in addition to the power of delegation in the General Regulations and any other powers of delegation available to the Charity Trustees, but is subject to the following requirements:

- 1) a committee may consist of two or more persons, but at least one member of each committee must be a Charity Trustee;
- 2) the quorum for meetings of any committee shall be three;
- 3) 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
- 4) the Charity Trustees shall from time to time review the arrangements which they have made for the delegation of their powers.

20 Meetings and Proceedings of Charity Trustees

20.1 Calling Meetings

Any Charity Trustee may call a meeting of the Charity Trustees

Subject to that the Charity Trustees shall decide how their meetings are to be called, and what notice is required.

20.2 Chairing of Meetings of the Charity Trustees

The Chair shall be elected on an annual basis by the members of the Club at the AGM and shall be Chair of the Charity Trustees for a period of one year. The Chair shall preside as Chair at all meetings of the Charity Trustees at which he or she shall be present. In the absence of the Chair the Charity Trustees present may appoint one of their number to Chair the meeting.

20.3 Procedure at Meetings

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 one third of the number of Charity Trustees, whichever is greater, or such a large 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 about a matter upon which he or she is not entitled to vote.

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

In the case of an equality of votes, the Chair shall have a second or casting vote.

20.4 Participation in meetings by electronic means

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.

Any Charity Trustee participating at a meeting by suitable electronic means agreed by the Charity Trustees in which a participant may communicate with all the other participants shall qualify as being present at the meeting

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

21 Saving Provisions

- 1) Subject to sub-clause (2), all decisions of the Charity Trustees, or of a committee of Charity Trustees, shall be valid notwithstanding the participation in any vote of a Charity Trustee:
 - a) who was disqualified from holding office;
 - b) who had previously retired or who had been obliged by the constitution to vacate office;
 - c) 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) 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 8 (*conflicts of interest*).

22 Execution of Documents

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

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

If the Club has a seal:

- 1) it must comply with the provisions of the General Regulations; and
- 2) it must only be used by the authority of the Charity Trustees or of a committee of Charity Trustees duly authorised by the Charity Trustees. The Charity Trustees may determine who shall sign any document to which the seal is affixed and unless otherwise determined it shall be signed by two Charity Trustees.

23 Use of Electronic Communications

23.1 General

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

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

23.2 To the Club

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

23.3 By the Club

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

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

- 1) provide the members with the notice referred to in sub-clause 12.3 (notice of general meetings);
- 2) give Charity Trustees notice of their meetings in accordance with sub-clause 20.1 (calling meetings);
and
- 3) submit any proposal to the members or Charity Trustees for decision by written resolution or postal vote in accordance with the Club's powers under clause 11 (members' decisions).

The Charity Trustees must:

- 1) take reasonable steps to ensure that members and Charity Trustees are promptly notified of the

publication of any such notice or proposal;

- 2) send any such notice or proposal in hard copy form to any member or Charity Trustee who has not consented to receive communications in electronic form.

23.4 Keeping of Registers

The Club must comply with its obligations under the General Regulations in relation to the keeping of, and provision of access to, registers of its members and Charity Trustees.

23.5 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 Club;
- 3) decisions made by the Charity Trustees otherwise than in meetings;
- 4) meetings of the Charity Trustees and committees of Charity Trustees including:
 - a) the names of the trustees present at the meeting;
 - b) the decisions made at the meetings; and
 - c) where appropriate the reasons for the decisions;
 - d) decisions made otherwise than in meetings

Any such minutes, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.

Any such records shall be circulated to all Charity Trustees.

24 Accounting Records, Accounts, Annual Reports and Returns, Register Maintenance

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

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

25 Rules

A copy of the Rules shall be made available to any member of the Club on request and the Charity Trustees shall have the power to make, vary and revoke the Rules including, but not limited to:

- 1) setting out different categories of membership of the Club;
- 2) setting the criteria for admission to membership of the Club for the different categories of members;
- 3) creating regulations, standing orders and/or bye-laws for the better administration of the Club and to regulate the function, role and operation of committees to assist the Charity Trustees in the better administration of the Club;
- 4) setting or adopting such other regulations or policies, including for example child protection and equality policies, as the Charity Trustees think fit;

Provided that nothing in those Rules shall prejudice the Club's status as a Charity and provided that the said Rules shall be consistent with this constitution.

26 Disputes

If a dispute arises between members of the Club about the validity or propriety of anything done by the members under this constitution, and the dispute cannot be resolved by agreement, the parties to the dispute must 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: This constitution can only be amended:

- 1) by resolution agreed in writing by all members of the Club; or
- 2) by a resolution passed by a 75% majority of votes cast at a general meeting of the members of the Club.

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

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

A copy of any resolution altering the constitution, together with a copy of the Club's constitution as amended, must be sent to the Commission within 15 days from the date on which the resolution is passed. The amendment does not take effect until it has been recorded in the Register of Charities.

28 Voluntary Winding Up or Dissolution

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

- 1) at a general meeting of the members of the Club called in accordance with Clause 12 (*meetings of members*), of which not less than 14 days' notice has been given to those eligible to attend and vote:
 - a) by a resolution passed by a 75% majority of those voting; or
 - b) by a resolution passed by decision taken without a vote and without any expression of dissent in response to the question put to the general meeting;
- 2) by a resolution agreed in writing by all members of the Club.

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

- 1) any resolution for the winding up of the Club, or for the dissolution of the Club without winding up, may contain a provision directing how any remaining assets of the Club shall be applied;
- 2) if the resolution does not contain such a provision, the Charity Trustees must decide how any remaining assets of the Club shall be applied;
- 3) in either case the remaining assets must be applied for charitable purposes the same as or similar to those of the Club.

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

- 1) the Charity Trustees must send with their application to the Commission:
 - a) a copy of the resolution passed by the members of the Club;
 - b) a declaration by the Charity Trustees that any debts and other liabilities of the Club have been settled or otherwise provided for in full; and
 - c) a statement by the Charity Trustees setting out the way in which any property of the Club has been or is to be applied prior to its dissolution in accordance with this constitution,
- 2) the Charity Trustees must ensure that a copy of the application is sent within seven days to every member and employee of the Club, and to any Charity Trustee of the Club who was not privy to the application.

If the Club 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:

Bankruptcy includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy.

Chair means the person elected from time to time in accordance with this constitution as the Chairman of the Club.

Charity Trustee means a Charity Trustee of the Club.

Clear days means a period of days exclusive of the day on which the notice is served and of the day for which it is given.

Chair of the meeting has the meaning given in sub-clause 12.4.

Club means the above named CIO; Helford River Gig Club

Communications Provisions means the Communications Provisions in Part 10, Chapter 4 of the General Regulations.

Conflict of interest means any direct or indirect interest of a Charity Trustee (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts or might conflict with the interests of the Club.

Connected person means:

- 1) a child, parent, grandchild, grandparent, brother or sister of the Charity Trustee;
- 2) the spouse or civil partner of the Charity Trustee or of any person falling within Sub-clause (1) above;
- 3) a person carrying on business in partnership with the Charity Trustee or with any person falling within sub-clause (1) or (2) above;
- 4) an institution which is controlled:
 - a) by the Charity Trustee or any connected person falling within sub-clause (1), (2) or (3) above;
or
 - b) by two or more persons falling within sub-clause (4)(a), when taken together
- 5) a body corporate in which:
 - a) the Charity Trustee or any connected person falling within sub-clauses (1) to (3) has a substantial interest; or
 - b) two or more persons falling within Clause (5)(a) who, when taken together, have a substantial interest.

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

Dissolution Regulations means the Charitable Incorporated Organisations (Insolvency and Dissolution)

Regulations 2012.

Document includes, unless otherwise specified, any document sent or supplied in electronic form.

Elected Trustee means a charity trustee elected in accordance with Clause 1414 (appointment of Charity Trustees).

Sport means Cornish Pilot Gig Rowing.

General meeting means an annual general meeting (AGM) or other general meeting of the Club.

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

Secretary means the secretary of the Club appointed from time to time in accordance with this constitution.

Treasurer means the treasurer of the Club appointed from time to time in accordance with this constitution.

Member means a person admitted to the membership of the Club in accordance with Clause 10 and any Rules from time to time in force.

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

Rules means the rules and regulations of the club made by the Charity Trustees or by the Club in general meeting , as amended from time to time.

Voting Members means the members of the Club who, under this constitution, are entitled to receive notice of, attend and vote at general meetings.

Writing means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.