

**CHARITABLE INCORPORATED ORGANISATION**

**FOUNDATION CONSTITUTION**

**OF**

**THE ADJUTANT GENERAL'S CORPS ASSOCIATION**

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**THE ADJUTANT GENERAL'S CORPS ASSOCIATION**

**1 NAME**

- 1.1 The name of the Charitable Incorporated Organisation (the "**CIO**") is The Adjutant General's Corps Association.

**2 NATIONAL LOCATION OF PRINCIPAL OFFICE**

- 2.1 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 promote the efficiency of the Adjutant General's Corps (AGC) in such ways as the Trustees shall think fit in particular but not exclusively by:

3.1.1 maintaining contact between the members of the AGC and/or the former constituent Corps and/or;

3.1.2 the fostering of 'esprit de corps' and/or;

3.1.3 the protection and advancement of the heritage and ethos of the AGC; and/or

- 3.2 The relief of:

3.2.1 members and former members of the AGC; and/or

3.2.2 members of the former constituent Corps, in the event the former constituent Corps' benevolent funds fail;

and their dependants

who are in need by reason of their youth, age, infirmity or disability, financial hardship or social circumstances.

**4 POWERS**

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

4.1.1 take all necessary action for publicising and disseminating information, including but not limited to, the histories, deeds and traditions of the CIO and the AGC;

- 4.1.2 borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed. The CIO must comply as appropriate with sections 124 and 125 of the Charities Act 2011, if it wishes to mortgage the land;
- 4.1.3 buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- 4.1.4 sell, lease or otherwise dispose of all or any part of the property belonging to the CIO. In exercising this power, the CIO must comply as appropriate with sections 117 and 119 to 123 of the Charities Act 2011;
- 4.1.5 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 and provided it complies with the conditions of that clause;
- 4.1.6 deposit or invest funds, employ a professional fund-manager, and arrange for the investments or other property of the CIO to be held in the name of a nominee, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000; and
- 4.1.7 do anything else within the law which promotes or helps to promote the Objects

## **5 APPLICATION OF INCOME AND PROPERTY**

- 5.1 The income and property of the CIO must be applied solely towards the promotion of the Objects.
  - 5.1.1 A Trustee is entitled to be reimbursed from the property of the CIO or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the CIO.
  - 5.1.2 A 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.
- 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.
- 5.3 Nothing in this clause shall prevent a Trustee or connected person receiving any benefit or payment which is authorised by clause 6.

## **6 BENEFITS AND PAYMENTS TO TRUSTEES AND CONNECTED PERSONS**

### 6.1 General provisions

No Trustee or connected person may:

- 6.1.1 buy or receive any goods or services from the CIO on terms preferential to those applicable to members of the public;

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

unless the payment or benefit is permitted by clause 6.2 or authorised by the court or the prior written consent of 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.

## 6.2 Scope and powers permitting Trustees' or connected persons' benefits

- 6.2.1 A Trustee or connected person may receive a benefit from the CIO as a beneficiary of the CIO provided that a majority of the Trustees do not benefit in this way.
- 6.2.2 A Trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the CIO where that is permitted in accordance with, and subject to the conditions in, sections 185 to section 188 of the Charities Act 2011.
- 6.2.3 Subject to clause 6.3 a Trustee or connected person may provide the CIO with goods that are not supplied in connection with services provided to the CIO by the Trustee or connected person.
- 6.2.4 A Trustee or connected person may receive interest on money lent to the CIO at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- 6.2.5 A Trustee or connected person may receive rent for premises let by the Trustee or connected person to the CIO. The amount of the rent and the other terms of the lease must be reasonable and proper. The Trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- 6.2.6 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.

## 6.3 Payment for supply of goods only – controls

The CIO and its Trustees may only rely upon the authority provided by clause 6.2.3 if each of the following conditions is satisfied:

- 6.3.1 The amount or maximum amount of the payment for the goods is set out in a written agreement between the CIO and the Trustee or connected person supplying the goods ("the Supplier").
- 6.3.2 The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
- 6.3.3 The other Trustees are satisfied that it is in the best interests of the CIO to contract with the Supplier rather than with someone who is not a Trustee or connected person.

In reaching that decision the Trustees must balance the advantage of contracting with a Trustee or connected person against the disadvantages of doing so.

6.3.4 The Supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the CIO.

6.3.5 The Supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees is present at the meeting.

6.3.6 The reason for their decision is recorded by the Trustees in the minute book.

6.3.7 A majority of the Trustees then in office are not in receipt of remuneration or payments authorised by clause 6.

6.4 In clauses 6.2 and 6.3:

6.4.1 "the CIO" includes any company in which the CIO:

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

6.4.2 "Connected person" includes any person within the definition set out in clause 31.

## **7 CONFLICTS OF INTEREST AND CONFLICTS OF LOYALTY**

7.1 A Trustee must:

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

7.1.2 absent himself or herself from any discussions of the Trustees in which it is possible that a conflict of interest will arise between his or her duty to act solely in the interests of the CIO and any personal interest (including but not limited to any financial interest).

7.2 Any 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 Trustees on the matter.

## **8 LIABILITY OF MEMBERS TO CONTRIBUTE TO THE ASSETS OF THE CIO IF IT IS WOUND UP**

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

## **9 CHARITY TRUSTEES**

9.1 Functions and duties of 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:

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

## 9.2 Eligibility for trusteeship

- 9.2.1 Every Trustee must be a natural person.
- 9.2.2 No individual may be appointed as a Trustee of the CIO:
  - (a) if he or she is under the age of 16 years; or
  - (b) if he or she would automatically cease to hold office under the provisions of clause 13.1.5.
- 9.2.3 No one is entitled to act as a Trustee whether on appointment or on any re-appointment until he or she has expressly acknowledged, in whatever way the Trustees decide, his or her acceptance of the office of Trustee.

## 9.3 Number of Trustees

- 9.3.1 There should be:
  - (a) up to eight Appointed Trustees; and
  - (b) four Nominated Trustees.
- 9.3.2 There must be at least six 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.
- 9.3.3 The maximum number of Trustees is 12. No trustee appointment may be made in excess of these provisions.

## 9.4 First Trustees

The first Trustees who shall serve for a term of three years are as follows:

- 9.4.1 Appointed Trustees:
- (a) Colonel Karen Graham OBE (Chairman)
  - (b) Lieutenant Colonel Paula Janet Nicholas MBE
  - (c) Warrant Officer Class One Colin James Morrison

- 9.4.2 Nominated Trustees:
- (a) Colonel Michael Peter Sykes OBE
  - (b) Colonel Sarah Louise Pringle-Smith
  - (c) Brigadier Suzanne Anderson
  - (d) Lieutenant Colonel Bruce Alasdair Gray

## **10 APPOINTMENT OF TRUSTEES**

### **10.1 Appointed Trustees**

- 10.1.1 Every Appointed Trustee must be appointed for a term of three years by a resolution passed at a properly convened meeting of the Trustees.
- 10.1.2 In selecting individuals for appointment as Appointed Trustees, the Trustees must have regard to the skills, knowledge and experience needed for the effective administration of the CIO.
- 10.1.3 The Appointed Trustees shall include one senior officer serving or retired and up to 7 further Trustees, who may be officers or soldiers, serving or retired, or may be a civilian.

### **10.2 Nominated Trustees**

The Head of Profession of each Branch of the AGC (

- 10.2.1 The Head of Profession of each Branch of the AGC ("the nominating body or bodies") may appoint one Trustee **who is in a position to best represent their Branch.** Those Branches are:
- (a) the Staff and Personnel Support;
  - (b) the Provost Branch
  - (c) the Educational and Training Services; and
  - (d) the Army Legal Services.
- 10.2.2 Any nomination must be made at a meeting held according to the ordinary practice of the nominating body.

**10.2.3** The duration of the appointment will be for as long as the Head of Profession feels that the appointee's military role enables them to best understand and represent the needs of their Branch.

10.2.4 The nomination will be effective from the later of:

- (a) the date of the vacancy; and
- (b) the date on which the Trustees or their secretary or clerk are informed of the nomination.

10.2.5 The person nominated should be a member, serving or retired, of the nominating body.

10.2.6 A trustee nominated by the nominating body has the same duty under clause 9.1 as the other Trustees to act in the way he or she decides in good faith would be most likely to further the purposes of the CIO.

## **11 APPOINTMENT OF CHAIR**

11.1 The Trustees shall appoint one of their number as Chair.

11.2 Once appointed, the Chair will serve for a term of 3 years or such other term as decided by the Trustees.

## **12 INFORMATION FOR NEW TRUSTEES**

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

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

## **13 RETIREMENT AND REMOVAL OF TRUSTEES**

13.1 A Trustee ceases to hold office if he or she:

13.1.1 retires by notifying the CIO in writing (but only if enough Trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings);

**13.1.2 is absent without the permission of the Trustees from all their meetings held within a period of twelve months and the Trustees resolve that his or her office be vacated;**

13.1.3 dies;

13.1.4 in the written opinion, given to the CIO, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a charity trustee and is likely to remain so for more than 3 months; or

13.1.5 is disqualified from acting as a charity trustee by virtue of sections 178 - 180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).

13.2 Any person retiring as a Trustee is eligible for reappointment.

#### **14 TAKING OF DECISIONS BY TRUSTEES**

14.1 Any decision may be taken either:

14.1.1 at a meeting of the Trustees; or

14.1.2 by resolution in writing or electronic form agreed by a majority of all of the Trustees, which may comprise either a single document or several documents containing the text of the resolution in like form to which the majority of all of the Trustees have signified their agreement. Such an agreement shall be effective provided that:

(a) a copy of the proposed resolution has been sent, at or as near as reasonably practicable to the same time, to all of the Trustees; and

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

#### **15 DELEGATION BY TRUSTEES**

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

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

15.2.1 a committee may consist of two or more persons, but at least one member of each committee must be a Trustee;

15.2.2 the acts and proceedings of any committee must be brought to the attention of the Trustees as a whole as soon as is reasonably practicable; and

15.2.3 the Trustees shall from time to time review the arrangements which they have made for the delegation of their powers.

#### **16 MEETINGS OF TRUSTEES**

16.1 Calling meetings

**16.1.1 The Trustees must hold a minimum of two meetings each 12 month period;**

**16.1.2 Subject to that, the Trustees shall decide how their meetings are to be called, however, a minimum of 14 days notice is to be given.**

16.2 Chairing of meetings

16.2.1 The Chair shall chair the Trustees' meetings.

### 16.3 Procedure at meetings

16.3.1 Meetings can be face to face or by suitable-means.

16.3.2 No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken. The quorum is five Trustees, one of which must be the Chair. A Trustee shall not be counted in the quorum present when any decision is made about a matter upon which he or she is not entitled to vote.

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

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

### 16.4 Appointment of a Proxy Trustee

16.4.1 A Trustee may appoint another person as a proxy to exercise all or any of that Trustee's rights to attend, speak and vote at a meeting.

16.4.2 Proxies must be appointed by a notice in writing (a "proxy notice") which:

(a) states the name and address of the member appointing the proxy;

(b) identifies the person appointed to be that member's proxy and the meeting in relation to which that person is appointed;

(c) signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the CIO may determine; and

(d) is delivered to the CIO in accordance with the constitution and any instructions contained in the notice of the general meeting to which they relate.

16.4.3 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.

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

(a) 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

(b) 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.

16.4.5 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 CIO by or on behalf of that member.

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

16.4.7 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.

16.4.8 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.

## **17 MEMBERSHIP OF THE CIO**

17.1 The Members shall be its Trustees for the time being. The only persons eligible to be Members are its Trustees. Membership of the CIO cannot be transferred to anyone else.

17.2 Any Member and Trustee who ceases to be a Trustee automatically ceases to be a Member.

## **18 INFORMAL OR ASSOCIATE (NON-VOTING) MEMBERSHIP**

18.1 The Trustees may create associate or other classes of non-voting Associate membership, and may determine the rights and obligations of any such Associate members (including payment of Associate membership fees), and the conditions for admission to, and termination of Associate membership of any such class of Associate members which can be set out in by-laws adopted by the Trustees from time to time.

18.2 All serving and retired members of the AGC will be eligible to be Associate members.

18.3 Other references in this constitution to "members" and "membership" do not apply to non-voting members, and non-voting members do not qualify as members for any purpose under the Charities Acts, General Regulations or Dissolution Regulations.

## **19 DECISIONS WHICH MUST BE MADE BY THE MEMBERS**

19.1 Any decision to:

19.1.1 amend the constitution of the CIO;

19.1.2 amalgamate the CIO with, or transfer its undertaking to, one or more other CIOs, in accordance with the Charities Act 2011; or

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

must be made by a resolution of the Members (rather than a resolution of the Trustees).

19.2 Decisions of the Members may be made either:

19.2.1 by resolution at a general meeting; or

19.2.2 by resolution in writing, in accordance with clause 19.4.

19.3 Any decision specified in clause 19.1 must be made in accordance with the provisions of this clause, clause 29, clause 30, or the provisions of the Charities Act 2011, the General Regulations or the Dissolution Regulations as applicable. Those provisions require the resolution to be agreed by a 75% majority of those Members voting at a general meeting, or agreed by all Members in writing.

19.4 Except where a resolution in writing must be agreed by all the Members, such a resolution may be agreed by a simple majority of all the Members who are entitled to vote on it. Such a resolution shall be effective provided that:

19.4.1 a copy of the proposed resolution has been sent to all the Members eligible to vote; and

19.4.2 the required majority of Members has signified its agreement to the resolution in a document or documents which are received at the principal office within the period of 28 days beginning with the circulation date. The document signifying a Member's agreement must be authenticated by their signature, by a statement of their identity accompanying the document, or in such other manner as the CIO has specified.

The resolution in writing may comprise several copies to which one or more Members has signified their agreement. Eligibility to vote on the resolution is limited to those who are Members on the date when the proposal is first circulated.

## **20 GENERAL MEETINGS OF MEMBERS**

20.1 Calling of general meetings of Members

20.1.1 The Trustees may designate any of their meetings as a general meeting of the Members. The purpose of such a meeting is to discharge any business which must by law be discharged by a resolution of the Members of the CIO as specified in clause 19.

20.2 Notice of general meetings of Members

20.2.1 The minimum period of notice required to hold a general meeting of the Members is 14 days.

20.2.2 Except where a specified period of notice is strictly required by another clause in this constitution, by the Charities Act 2011 or by the General Regulations, a general meeting may be called by shorter notice if it is so agreed by a majority of the Members.

20.2.3 Proof that an envelope containing a notice was properly addressed, prepaid and posted; or that an electronic form of notice was properly addressed and sent, shall be conclusive evidence that the notice was given. Notice shall be deemed to be given 48 hours after it was posted or sent.

20.3 Procedure at general meetings of Members

20.3.1 The Trustees may appoint one of their number to chair any general meeting of Members.

20.3.2 The provisions in clause 16.3 to 16.4 governing the procedure at meetings and participation in meetings by electronic means apply to any general meeting of the Members, with all references to Trustees to be taken as references to Members.

## **21 SAVING PROVISIONS**

21.1 Subject to clause 21.2, all decisions of the Trustees, or of a committee of Trustees, shall be valid notwithstanding the participation in any vote of a Trustee:

21.1.1 who was disqualified from holding office;

21.1.2 who had previously retired or who had been obliged by the constitution to vacate office;

21.1.3 who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise;

if, without the vote of that Trustee and that Trustee being counted in the quorum, the decision has been made by a majority of the Trustees at a quorate meeting.

21.2 Clause 21.1 does not permit a Trustee to keep any benefit that may be conferred upon him or her by a resolution of the Trustees or of a committee of Trustees if, but for clause 21.1, the resolution would have been void, or if the Trustee has not complied with clause 7.

## **22 EXECUTION OF DOCUMENTS**

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

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

22.3 If the CIO has a seal:

22.3.1 it must comply with the provisions of the General Regulations; and

22.3.2 the seal must only be used by the authority of the Trustees or of a committee of Trustees duly authorised by the Trustees. The Trustees may determine who shall sign any document to which the seal is affixed and unless otherwise so determined it shall be signed by two Trustees.

## **23 USE OF ELECTRONIC COMMUNICATIONS**

23.1 General

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

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

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

23.2 To the CIO

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

### 23.3 By the CIO

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

23.3.2 The Trustees must:

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

## 24 KEEPING OF REGISTERS

24.1 The CIO must comply with its obligations under the General Regulations in relation to the keeping of, and provision of access to, a (combined) register of its Members and Trustees.

## 25 MINUTES

25.1 The Trustees must keep minutes of all:

25.1.1 appointments of officers made by the Trustees;

25.1.2 proceedings at general meetings of the CIO;

25.1.3 meetings of the Trustees and committees of 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;

25.1.4 decisions made by the Trustees otherwise than in meetings.

## 26 ACCOUNTING RECORDS, ACCOUNTS, ANNUAL REPORTS AND RETURNS, REGISTER MAINTENANCE

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

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

## **27 RULES**

- 27.1 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. Copies of any such rules or bye laws currently in force must be made available to any Member on request.

## **28 DISPUTES**

- 28.1 If a dispute arises between Members 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.

## **29 AMENDMENT OF CONSTITUTION**

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

29.1.1 This constitution can only be amended:

- (a) by resolution agreed in writing by all Members; or
- (b) by a resolution passed by a 75% majority of those voting at a general meeting of the Members called in accordance with clause 20.

29.1.2 Any alteration of clause 3, clause 30, this clause, or of any provision where the alteration would provide authorisation for any benefit to be obtained by Trustees or Members of the CIO or connected persons, requires the prior written consent of the Commission.

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

29.1.4 A copy of every resolution amending the constitution, together with a copy of the CIO's constitution as amended must be sent to the Commission by the end of the period of 15 days beginning with the date of passing of the resolution, and the amendment does not take effect until it has been recorded in the Register of Charities.

## **30 VOLUNTARY WINDING UP OR DISSOLUTION**

- 30.1 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:

30.1.1 at a general meeting of the Members called in accordance with clause 20, of which not less than 14 days' notice has been given to those eligible to attend and vote:

- (a) by a resolution passed by a 75% majority of those voting, or

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

30.1.2 by a resolution agreed in writing by all Members.

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

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

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

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

30.3 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:

30.3.1 the Trustees must send with their application to the Commission:

- (a) a copy of the resolution passed by the Members;
- (b) a declaration by the Trustees that any debts and other liabilities of the CIO have been settled or otherwise provided for in full; and
- (c) a statement by the 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;

30.3.2 the 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 Trustee of the CIO who was not privy to the application.

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

### 31 INTERPRETATION

In this constitution:

"AGC"	means the Adjutant General's Corps in the British Army;
"Appointed Trustee"	means the Trustees appointed in accordance with clause 10.1;
"Associate member" and "Associate membership"	means the non-voting members of the CIO established in accordance with clause 18, and for the avoidance of doubt,

	do not qualify as members for any purpose under the Charities Acts, General Regulations or Dissolution Regulations;
"charity trustee"	has the meaning prescribed by the Charities Act;
"the Charities Act"	means the Charities Act 2011;
"Chair"	means the Chair of the trustees as appointed in accordance with clause 11;
"the CIO"	means the CIO governed by this constitution;
"Commission"	means the Charity Commission for England and Wales or any body which replaces it;
"Communications Provisions"	means the Communications provisions in Part 10, Chapter 4 of the General Regulations;
"connected person"	<p>means:</p> <ul style="list-style-type: none"> <li>(a) a child, parent, grandchild, grandparent, brother or sister of the Trustee;</li> <li>(b) the spouse or civil partner of the Trustee or of any person falling within sub-clause (a) above;</li> <li>(c) a person carrying on business in partnership with the Trustee or with any person falling within sub-clause (a) or (b) above;</li> <li>(d) an institution which is controlled – <ul style="list-style-type: none"> <li>(i) by the Trustee or any connected person falling within sub-clause (a), (b), or (c) above; or</li> <li>(ii) by two or more persons falling within sub-clause (d)(i), when taken together</li> </ul> </li> <li>(e) a body corporate in which – <ul style="list-style-type: none"> <li>(i) the Trustee or any connected person falling within sub-clauses (a) to (c) has a substantial interest; or</li> <li>(ii) two or more persons falling within sub-clause (e)(i) who, when taken together, have a substantial interest.</li> </ul> </li> </ul> <p>Section 118 of the Charities Act 2011 applies for the purpose of interpreting the terms used in this constitution;</p>
"Dissolution Regulations"	means the Charitable Incorporated organisations (Insolvency and Dissolution) Regulations 2012;

"electronic means"	refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;
"former constituent Corps"	means the Royal Army Pay Corps, The Corps of Royal Military Police, Royal Army Educational Corps, Army Legal Services, Military Provost Staff Corps and the Women's Royal Army Corps;
"General Regulations"	means the Charitable Incorporated Organisations (General) Regulations 2012;
"Member" and "Membership"	refers to the membership of the CIO and for the avoidance of doubt only includes the Trustees and does not include the Associate members or any other class of non-voting members established under clause 18.
"Nominated Trustee"	means the Trustees appointed in accordance with clause 10.2;
"Objects"	means the objects of the CIO as stated in clause 3;
"poll"	means a counted vote or ballot, usually (but not necessarily) in writing; and
"Trustee"	means a charity trustee of the CIO and 'Trustees' means the charity trustees.