

# Governing Document

Charitable Incorporated Organisation  
Milton Keynes Junior Ice Hockey Club

Date of constitution (last amended): -

.....05/07/2024.....

## **1. Name**

The name of the Charitable Incorporated Organisation ("the CIO") is

Milton Keynes Junior Ice Hockey Club

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## **2. National location of principal office**

The principal office of the CIO is located at

Planet Ice Milton Keynes

1 S Row

Elder Gate

Milton Keynes

Buckinghamshire

MK9 1DL

## **3. Object[s]**

The object of the CIO

The promotion of participation in a healthy recreation, in particular providing facilities for the playing of Ice Hockey to children and teenagers.

To introduce and advance the amateur of Ice Hockey to young people in the local community and wider area.

To provide a culture of physical and mental wellbeing for all its members and foster social skills through the playing of a team sport.

Notes - The CIO must have exclusively charitable objects any objects that are not considered exclusively charitable, will fail the application.

## **4. Powers**

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

- 4.1 Borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed. The CIO must comply as appropriate with sections 124 and 125 of the Charities Act 2011 if it wishes to mortgage land;
- 4.2 Buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- 4.3 Sell, lease or otherwise dispose of all or any part of the property belonging to the CIO. In exercising this power, the CIO must comply as appropriate with sections 117 and 119-123 of the Charities Act 2011;
- 4.4 Employ and remunerate such staff as are necessary for carrying out the work of the CIO. The CIO may employ or remunerate a charity 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.
- 4.5 Deposit or invest funds, employ a professional fund-manager, and arrange for the investments or other property of the CIO to be held in the name of a nominee, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000.

Notes - This is the exact wording used by the charities commission.

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

The income and property of the CIO must be applied solely towards the promotion of the objects.

A charity trustee is entitled to be reimbursed from the property of the CIO or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the CIO.

A charity trustee may benefit from trustee indemnity insurance cover purchased at the CIO's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.

None of the income or property of the CIO may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the CIO or connected person. This does not prevent a member or connected person who is not also a charity trustee receiving:

- A benefit from the CIO as a beneficiary of the CIO;
- Reasonable and proper remuneration for any goods or services supplied to the CIO;

Nothing in this clause shall prevent a charity trustee or connected person receiving any benefit or payment which is authorised by clause 6.

Notes - This information is required by the Charities Commission, please note that should this section require changes, they would need the commissions consent.

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

### **General provisions**

No charity trustee or connected person may:

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

Unless the payment or benefit is permitted by sub-clause (2) of this clause or authorised by the court or the prior written consent of the Charity Commission 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.**

- (a) A charity trustee or connected person may receive a benefit from the CIO, as a beneficiary of the CIO provided that a majority of the trustees do not benefit in this way.
- (b) A charity trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services to the CIO where that is permitted in accordance with, and subject to the conditions in sections 185 to 188 of the Charities Act 2011.
- (c) Subject to Sub Clause 6.3 of this clause a charity trustee or connected person may supply the CIO with goods that are not supplied in connection with services provided to the CIO by the charity trustee or connected person.

(d) A charity trustee or connected person may receive interest on money lent to the CIO at a reasonable and proper rate which must not be more than the Bank of England Base Rate.

(e) A charity trustee or connected person may take part in the normal trading and fundraising activities of the CIO on the same terms as members of the public.

### **6.3 Payment For Supply of Goods Only**

The CIO and its charity trustees may only rely upon the authority provided by sub clause 2 c of this clause if each of the following conditions are satisfied.

- a) The amount or maximum amount of the payment for the goods is set out in a written agreement between the CIO and the charity trustee or connected person supplying the goods ("the supplier")
- b) The amount or maximum amount of the payment for goods does not exceed what is reasonable in the circumstances for the supply of goods in question.
- c) The charity trustees are satisfied that it is in the best interests of the CIO to contract with the supplier rather than with someone who is not a charity trustee or connected person. In reaching that decision the charity trustees must balance the advantages of contracting with a charity trustee against the disadvantages of doing so.
- d) The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or agreement with him or her or with the regard to the supply of goods to the CIO.
- e) The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of charity trustees is present at the meeting.
- f) The reason for their decision is recorded by the charity trustees in the minutes.

Notes- CC recommend the above be included, we have created 6.3 to ensure the rules of any potential supply of goods in the future are clear to all.

## **7. Conflicts of interest and conflicts of loyalty**

A charity trustee must:

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

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

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

Notes - CC prefers that this is used to negate any potential conflicts of interest.

## **8. Liability of members to contribute to the assets.**

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

Notes - this clause ensures that the members (all members) have no liability to contribute to the organisation, should it be wound up.

## **9. First Charity Trustees**

The first Charity Trustees of the CIO are: Names to be confirmed once the positions have been elected.

(Chair) Jamie Furnell

(Secretary) Debbie Collett

(Treasurer) Lia Pritchard

Note - The General Regulations require that the constitution must include the names of the first charity trustees.

## **10. Appointment of Charity Trustees**

At the AGM held on (Date to be entered here) the appointment of the first trustees was made.

The Chair elected by the membership can serve no more than two consecutive three year terms.

The Secretary elected by the membership can serve no more than three consecutive two year terms.

The Treasurer elected by the membership can serve no more than three consecutive two year terms.

10.1 Vacancies arising may be filled by the decision of the membership at the Annual General Meeting.

10.2 The Committee may at any time call an EGM to appoint a new charity trustee, whether in place of a charity trustee who has retired or been removed in accordance with clause 11 (Retirement and Removal of Charity Trustees).

## **11. Retirement and Removal of Charity Trustees**

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

- Retires by notifying the CIO in writing
- Is absent without permission of the charity trustees from their meetings held within a period of six months and the trustees resolve that his/her office be vacated.
- Dies
- In the written opinion of a medical practitioner, treating the person has become physically or mentally incapable of acting as a trustee.
- Is disqualified as acting as a charity trustee by virtue of section 178-180 of the Charities Act 2011.

Notes - This section is required to be in the constitution.

## **12. Membership of the CIO**

Membership will be open to players and club officials, irrespective of sex, nationality, religion, race, colour or (dis)ability.

Membership shall consist of the following categories:

Junior playing membership: for young people registered to play with the club from U10s to U18s. Junior members may attend and participate in, but not vote, at club meetings, their vote passing to a parent or guardian, consisting of one vote per family.

12.1 All members agree to be bound by the constitution and by joining the club will be deemed to accept all regulations and codes of practice that the club has adopted. Members in each category will pay membership fees as determined solely by the committee and set out in club rules.

12.2 Player membership will run from the date until the date as set out by the governing body. All players who are selected/allocated to a team, will be eligible for re-registration and membership from 1<sup>st</sup> August for the forthcoming season, providing they are in good standing with the club financially or their parent club if looking to transfer.

12.3 Membership may be given to new players and/or player transfers during the season at the sole discretion of the Head Coach in consultation with the Registrations Secretary.

12.4 All playing members will be subject to the regulations of the constitution and by joining the club will be deemed to accept these regulations and codes of conduct that the club has adopted and as instructed by the governing body.

12.5 Membership of the CIO cannot be transferred to anyone else.

12.6 The club may refuse an application for membership if they believe that it is in the best interest of the CIO for them to do so.

12.7 If the club decides to refuse an application for membership, it will give the applicant the reasons for the refusal within 21 working days of the decision being taken and give the applicant the opportunity to appeal against the refusal.

12.8 The club 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.

Notes - The details of membership are required to be laid out in the constitution.

## **13.Termination of Membership**

13.1 Membership of the club will be deemed to have been terminated if the full annual subscription is not paid in the time allocated by the MKJIHC Rules.

13.2 The MKJIHC Committee reserves the right to terminate the membership of any member, only upon completion of Disciplinary Hearing (and if applicable or desired an appeal), as laid out in this document and in accordance with the existing club rules.

I. Full termination of membership is normally reserved for multiple offences, or gross misconduct, as clearly laid out in the disciplinary policy and Club rules.

13.3 Every effort will be made to not punish players with membership termination for the indiscretion(s) of their parents. However, if a parent has been deemed to have committed gross misconduct by a full and proper disciplinary process as laid out in this constitution, and that parent has been expelled from the club, their child or children must also be expelled.

## **14. Admission of Committee Members**

The policies and general management of the affairs of the club shall be vested in an MKJIHC Committee, which shall consist of duly elected officers. The job of the committee is to oversee the running of the club, to provide leadership and work



alongside the Head Coach/Coaches and Executive Committee, to agree on a strategic plan for the long-term development of MKJIHC.

The Committee has the power to appoint the Head Coach/Head Coaches and will work to ensure the Club delivers its objectives. To deal with all disciplinary issues, working alongside the Head Coach/Head Coaches and the Safeguarding Lead.

The Chair will form a disciplinary committee with other members to investigate any issues and hand out sanctions if required.

To authorise any spending of more than £500.00, outside regular ice time payments.

The officers of MKJIHC Committee shall be elected by the membership at an AGM/EGM.

The Committee will take the following roles.

1. Chair
2. Vice Chair
3. Secretary
4. Treasurer
5. Committee Member/s (there is to be no more than 3 committee members serving on each term)

The roles of Safeguarding Lead, Registrations & Fixtures Secretary and Head Coach will be non-voting members and will be appointed perpetuity by the MKJIHC Committee.

Other members may be placed in charge of special projects or areas of the club, which fit their expertise.

All issues raised at any committee meeting shall be resolved by a simple majority vote of those present and entitled to vote. No person shall have more than one vote, other than the Chair who, if necessary, can exercise a second or casting vote, only if all other members present or absent, have either casted a vote or abstained.

14.1 A quorum for the MKJIHC committee requires a minimum of 3 non-related/non cohabiting members as a minimum for decision making. If the quorum is not met the Chair will defer the decision making until such time that the quorum is met.

14.2 The MKJIHC Committee will meet not less than six times per year, at the discretion of the Chair.

14.3 Approved minutes shall be held by the Club Secretary of proceedings of MKJIHC Committee meetings, Annual General Meetings, Extraordinary Meetings, and other meetings as appropriate.

## 15. Roles

15.1 The Chair will have responsibility for all operations of the Club. The chair will organise the MKJIHC Committee and chair all meetings of the Club management team. The Chair will represent the Club at inter-club events and the EIH or any other meetings of governing bodies.

15.2 The Vice-Chair will support the Chair in the Club's operational management and represent the Chair when the Chair is unable to tend to their usual duties or when the Chair wishes to delegate management of specific tasks to the Vice-Chair, in particular, the Chair may wish to delegate the management of sub-committees to the Vice-Chair.

15.3 The Secretary will be responsible for the organising of the many day to day tasks involved in running of the Club. Particularly, the Secretary will be responsible for organising meetings, collecting minutes of meetings.

15.4 The Treasurer has responsibility for and oversight over all financial transactions that take place within the club, and for making recommendations to MKJIHC Committee on annual budgets, costings, expenses, etc. The Treasurer must work with the committee members to ensure that all club activities involving the collection and spending of members' money (e.g Merchandise, Social Events, etc.) is done in a transparent and responsible manner.

- The Treasurer is responsible for providing a full summary of accounts at every committee meeting.
- The Treasurer is responsible for providing draft accounts prepared by the Club, which are then to be reviewed by an external firm of Chartered Accountants prior to the accounts being presented to The Charities Commission within 10 months of the financial year end.
- The Treasurer is responsible for preparing the accounts and financial report to be shared with members at the AGM

15.5 The MKJIHC Committee positions shall normally be held on a voluntary basis. However, where the club finances allow, and there is a justifiable need to obtain specific experience, skills or capability, the MKJIHC Committee may elect to pay a maximum of one person to fulfil an executive role. Any person subcontracting as a sole trader to MKJIHC, shall not vote on matters relating to their appointment, their fees, expenses or remuneration, or any other matter, which would result in an actual or perceived conflict of interest.

15.6 The MKJIHC Committee may devolve responsibility for research and preparation of information and policy recommendations to individual subcommittees.

15.7 The term of office of elected officers of the MKJIHC Committee will be as follows:

Chairperson - Three year terms

All other voting Committee Members - Two year terms

15.8 - In the event that an elected officer of the MKJIHC Committee steps down more than 90 days before the next AGM is due to be held, then the Club Secretary shall advise the members of such a situation within 14 days, and request nominations for a replacement. In the event that only 1 candidate is nominated within a further 14 days, then the MKJIHC Committee may request the Chairperson to advise the members that the nominated candidate will be elected unless there are more than 10 objections in writing from the voting members within 14 days of the announcement.

Where more than 1 candidate is nominated, then the election of candidates will be dealt with in accordance with the requirements for an EGM.

In the event that an elected officer of the MKJIHC steps down less than 90 days before the next AGM is due to be held, then the Chairperson may appoint as a temporary person to the post (to be called 'Acting'), until such time as an official Club AGM or EGM can confirm the appointment with the membership. A simple majority of the MKJIHC Committee is needed to confirm the temporary person in post.

Where possible, an existing deputy or someone who has previously held the post should be sought for the temporary appointment. The above is only required if the Committee would drop below 5 members. If despite the officer's departure the number of Committee members remains between at 5 members or above, there is no need to appoint a new Committee member prior to the AGM.

15.9 Any member of the MKJIHC Committee can be removed from office by a vote securing a two-thirds majority of the other members of the MKJIHC Committee. That can only happen in the following circumstances.

I. A member of the MKJIHC Committee can be removed due to gross mismanagement, gross incompetence, financial misconduct that the Committee considers incompatible with the roles and responsibilities of an MKJIHC Committee Member.

In the case of the removal of a Committee Member due to exceptional circumstances, a temporary replacement will immediately be appointed by the remaining MKJIHC Committee Members in a two-thirds majority vote.

## **16. Governance: Constitution, Rules, Conduct**

16.1 Alongside this Constitution, the Club will be operated by a series of Rules that govern the day-to-day operations of the club.

16.2 The Constitution and all Rules, Guidelines and Bylaws made by the Committee shall be binding on all members.

16.3 The MKJIHC Committee members alone should never change the rules which govern their behaviour and should always put such questions and amendments to the general members

I. All proposals for changes or additions to the Constitution shall be signed by two members and sent to the Secretary in advance of an AGM or EGM within the timeframes allowed for the proposal of new business. The proposal shall outline the rationale for the proposed change or addition

II. All proposals for changes or additions to the Constitution will be published by the Club Secretary and sent to the members within the framework outlined.

III. In the event that the Committee considers that the nature of the proposed changes require more immediate action, an Extraordinary General Meeting can be called. An EGM can also be called by the Membership as described in Section **20.2**

16.4 The MKJIHC Committee has the sole right to interpret the current Constitution and Rules of the Club to give direction in cases not provided therein.

16.5 The MKJIHC Committee shall be empowered to add, change or modify the rules of the Club, with a simple majority of the MKJIHC Committee voting, assuming the quorum is met. Such rules shall come into operation immediately, provided they are not contrary to the aims and objectives of the Club whether written or implied.

16.6 The Club rules cannot contradict any of the principles or articles contained in this Constitution. Where such a rule is deemed to contravene an article in this Constitution, that rule shall be invalidated and must be rewritten immediately to comply with this Constitution, or the article in the Constitution must be amended at either an AGM or EGM.

16.7 Any rule in the Club can be challenged by any member of the Club, To challenge a rule:

I. A Club member must write, in the first instance, to the MKJIHC Committee, and that objection must then be addressed at the next MKJIHC Committee meeting, no later than 28 working days after submission of the challenge.

II. An explanation of the Committee's decision must be then immediately (within 7 working days of the meeting) be offered to the person who initiated the challenge.

III. Appeals against the Committee's decision must be submitted in writing to the Chair (email will suffice) within 28 working days of receipt of the Committee's decision. The Chair may then uphold the rule, or deem it unconstitutional and insist that the rule either be removed or rewritten by the Committee. The Chair's ruling will be final. If the Chair concludes that the rule is unconstitutional, that rule will be immediately stricken from the Club Rules.

16.8 All equipment or assets purchased by the Club shall remain the property of the Club and cannot be removed for any other use without having prior consent in writing from the Committee.

## **17. Discipline and Procedures**

17.1 Disciplinary procedures will only ever be initiated against a member of the club for reasons expressly set-out in this Constitution, the Club Rules, or which explicitly contravenes the Club Code of Conduct (for players and/or parents), or for acting in a manner prejudicial to the aims of the Club whilst attending or participating in any event associated with the Club's activities.

17.2 Disciplinary procedures against any Club member will only be carried out exactly as specified in the Club Rules, the disciplinary policy, and the codes of conduct.

17.3 Expulsion from the Club is a possible outcome of only the most serious or repeat offences, and should never be used outside of any disciplinary procedure outlined in the Club Rules and disciplinary policy.

## **18. The Annual General Meeting (AGM) & Extraordinary General Meeting (EGM)**

18.1 The Annual General Meeting (AGM) will be held during July of each year. The specific date is to be determined by the MKJIHC Committee.

18.2 Notice of the date, time and venue, will be published to the members at least four weeks before the date of the AGM and all voting members will be encouraged to attend if possible.

18.3 The quorum of the AGM shall be the greater of 20% of the voting members.

18.4 All votes require the agreement of a simple majority (greater than 50% of those present), except amendments to this Constitution, which requires a two-thirds majority (66.6%).

18.5 Where fewer than 20% of the voting members are in attendance, then at the Chair's discretion the meeting may proceed with those present.

I. In such a case, the minutes of the AGM will record the outcome of any votes held, will be considered valid if unchallenged for 30 days after publication of such minutes

II. Any challenge to such minutes must be provided to the Chair in writing and the matter put to a new vote of the voting members.

18.6 The purpose of the AGM shall be:

- a) Approve the Minutes of the previous year's Annual General Meeting.
- b) Receive the annual report of the MKJIHC Committee
- c) Receive the annual audited statement of account, or a summarised statement from the Treasurer.
- d) Election of Committee members, where appropriate and required
- e) Consider changes to the Constitution or Club policy
- f) Resolve notices of motions

18.7 Nominations for Committee Members

I. All positions that are up for election must be announced by the Club Secretary when the announcement of the AGM is made i.e. minimum of 8 weeks before the AGM itself.

II. Nominators for committee positions should be made to the Club Secretary, in writing no later 6 weeks before the commencement of the AGM.

III. All nominations for committee positions shall be accompanied by the following:

- The full name and address of the nominee
- A personal statement of principles and intentions from the nominee.
- The signature of the nominee indicating their willingness to serve on the committee.
- Details of the nominees and their personal statement shall be distributed to all voting members, by the Club Secretary no later than 4 weeks prior to the AGM.

18.8 Notices for motions for the AGM should be made to the Club Secretary, in writing, no later than 14 days before the commencement of the AGM. All notices of motions shall have a proposer and two seconders from the voting membership of the club.

Details of notices shall be distributed to all voting members by the Club Secretary no later than 7 days prior to the AGM.

## **19. Voting**

Junior members may attend and participate in, but not vote, at club meetings, their vote passing to a parent or guardian, consisting of one vote per family.

19.1 All family units (this includes those in receipt of any sibling discounts) within MKJIHC will be issued with a voting number, this number will be issued by a non-voting committee member.

19.2 Votes will be cast electronically via a Google or Microsoft form, the form and results will be managed by two non-voting Committee Members who have not issued the voting numbers.

19.3 Only one vote to be cast per voting number, duplicate votes will deem all votes from that voting number void.

## **20. Use of electronic communications**

(1) **To the CIO**

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

(2) **By the CIO**

- (a) Any member or charity trustee of the CIO, by providing the CIO with his or her email address or similar, is taken to have agreed to receive communications from the CIO in electronic form at that address, unless the member has indicated to the CIO his or her unwillingness to receive such communications in that form.
- (b) The charity trustees may, subject to compliance with any legal requirements, by means of publication on its website:
  - (i) provide the members with the notice referred to in clause 11(3) (Notice of general meetings);
  - (ii) give charity trustees notice of their meetings in accordance with clause 19(1) (Calling meetings); [and
  - (iii) submit any proposal to the members or charity trustees for decision by written resolution or postal vote in accordance with the CIO's powers under clause 10 (Members' decisions), 10(3) (Decisions taken by resolution in writing), or [[the provisions for postal voting] (if you have included this optional provision, please insert the correct clause number here)].
- (c) The charity trustees must:
  - (i) take reasonable steps to ensure that members and charity trustees are promptly notified of the publication of any such notice or proposal;
  - (ii) 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.

## **21. Extraordinary General Meeting (EGM)**

21.1 The MKJIHC Committee can vote to hold an EGM by simple majority.

21.2 If 50% of voting members sign a petition calling for an EGM, then the MKJIHC Committee is bound to hold an EGM within 28 working days of the submission of the petition to the Chair. The petition must state the reason an EGM is needed, and this issue must be included on the agenda of the EGM. The Secretary will promulgate this, along

with the date, time and venue no less than 21 working days after the submission of the petition.

21.3 Nominations, notices and voting processes for an EGM shall otherwise be in accordance with the requirements for an AGM. The EGM may not be called to try and overturn a decision of the AGM unless there have been significant new developments since such decisions, or a rule or Constitutional amendment has been deemed invalid.

21.4 The quorum of the EGM shall be 20% of the voting members. All votes require the agreement of a simple majority (greater than 50% of those present).

21.5 Where fewer than 20% of the voting members are in attendance, then the Chair will declare the meeting closed without resolution. A further EGM shall not be held on the agenda items unless there have been significant new developments in the intervening period.

## **22. Privacy and GDPR**

22.1 All information provided will only be used by MKJIHC for the purposes of managing the Club affairs and managing applicants' or children's Registration.

22.2 MKJIHC will not share information gathered with any other party, unless explicitly agreed with members in advance. Information will be retained for the duration of the "contract" agreement between the applicant and the governing body. All data provided on application forms will be processed, stored and destroyed in accordance with the General Data Protection Regulation (GDPR).

## **23. Child Protection Policy & Safeguarding –**

23.1 The Club has adopted and supports the guidelines issued by the governing body regarding safeguarding. These guidelines will be upheld in all Club activities, and will be written into the fabric of this Constitution, the Club Rules, and all Codes of Conduct published by the Club.

23.2 The Club will have a Designated Safeguarding Lead (DSL) as a member of the committee at all times.

23.3 All Club officials, team coaches, managers, committee members and other off-ice officials must be willing to submit applications for DBS Checks.

23.4 All coaches and team officials must be aware of the Child Protection Policy, be alert for any signs of abuse, and report it immediately to the DSL.

23.5 Any Club official, whether coach, team manager, committee member or adult assistant, and/or parent, who is found to be guilty of either physical, mental or emotional abuse of a child shall be removed from the Club with immediate effect and the matter reported to the governing body and the local authorities.



Notes - Good practice to keep in the constitution for those working with children.

## **24. Number of charity trustees**

(a) There must be at least Three charity trustees. If the number falls below this minimum, the remaining trustee or trustees may act only to call a meeting of the charity trustees, or appoint a new charity trustee.

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

Notes - It is recommended by the commission that a CIO have no less than three charity trustees.

## **25. Accounting Records, Accounts, Annual Reports and Returns, Register Maintenance**

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

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

Notes - Required by the Commission.

## **26. Amendment of constitution**

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

This constitution can only be amended:

26.1 By resolution agreed in writing by all trustees and by a 75% majority of votes cast at a general meeting of the committee members.

26.2 A copy of the resolution altering the constitution, together with a copy of the CIO'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.

Notes - Required by the Commission.

## **27. Voluntary winding up or dissolution**

27.1 As provided by the Dissolution Regulations, the CIO may be dissolved by resolution of its committee members. Subject to the payment of all the CIO's debts.

27.2 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.

27.3 The charity trustees must send with their application to the commission –

- A copy of the resolution passed by the members of the CIO.
- A declaration by the charity trustees that any debts and other liabilities of the CIO have been settled or otherwise provided for.
- A statement by the charity trustees setting out the way in which any property of the CIO has been or is to be applied prior to its dissolution in accordance with this constitution.

Notes - The commission requires each CIO to include a dissolution clause in their constitution.

Signed

Trustee ...Jay Furnell..... Date 18/07/2024

Trustee ...Lia Pritchard..... Date 18/07/2024

Trustee ...Debbie Collett..... Date 18/07/2024