



Charity No. 1099250

The Burley Gallery  
Birchington Library  
17 Alpha Road  
Birchington  
Kent  
CT7 9EG

## CONSTITUTION

### 1: NAME

The charity's name is **BIRCHINGTON HERITAGE TRUST** ("the Trust"). The Trust is an Unincorporated Association registered with the Charity Commission. ("the Commission"). The principal office of the Trust is in England.

### 2: ADMINISTRATION

The charity and its property will be administered and managed in accordance with the provisions in this constitution.

### 3: OBJECTS

The Trust's objects ('the objects') are:

- a) To advance the education of the public in the local history of the civil parishes of Birchington and Acol in the County of Kent, in particular, but not exclusively, by
  - collecting, storing and displaying artefacts and associated evidence relating to the history of these parishes
  - managing premises for use as a museum, providing physical and digital access to the collections and artefacts as may be reasonably practicable
  - promoting and encouraging access for all to the museum and its collection, including through publications and events
- b) To promote research into the history of the parishes at clause 3(a) and disseminate information to members of the Trust and the general public.
- c) To promote volunteering to support the objects set out in clauses (a) and (b) above.

### 4: POWERS OF TRUSTEES

4.1 The trustees must manage the business of the Trust and have the following powers in order to further the objects (but not for any other purpose):

- (a) to raise funds. In doing so, the trustees must not undertake any taxable permanent trading activity and must comply with any relevant statutory regulations

- (b) to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use
- (c) subject to compliance with the Charities Act 2011, to sell, lease or otherwise dispose of all or any part of the property belonging to the Trust except that all items in the Trust's collection shall be held on trust and shall only be disposed of in accordance with Clause 30 of this constitution
- (d) subject to compliance with the Charities Act 2011, to borrow money and to charge the whole or any part of the property belonging to the Trust as security for repayment of the money borrowed
- (e) to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them
- (f) to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the objects
- (g) to acquire, merge with, enter into any partnership, or joint venture arrangement with any other charity formed for any of the objects
- (h) to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves
- (i) to obtain and pay for such goods and services as are necessary for carrying out the work of the Trust
- (j) to open and operate such bank and other accounts as the trustees consider necessary and to invest funds and to delegate the management of funds in the same manner and subject to the same conditions as the trustees of a charity are permitted to do by the Trustee Act 2000
- (k) to do all such other lawful things as are necessary for the achievement of the objects.

4.2 No alteration of this constitution or any special resolution shall have retrospective effect to invalidate any prior act of the trustees.

## **5: MEMBERSHIP**

5.1 Membership is open to individuals over eighteen or organisations\* who are approved by the trustees.

(\*Defined as any organisation with an address registered in the civil parishes of Birchington and Acol)

- (a) The trustees may only refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of the Trust to refuse the application.
- (b) The trustees shall inform the applicant in writing of the reasons for the refusal within twenty-one days of the decision.

- (c) The trustees shall consider any written representations the applicant may make about the decision. The trustees' decision following any written representations shall be notified to the applicant in writing but shall be final.

5.2 Membership is not transferable to anyone else.

5.3 The trustees shall keep a register of names and addresses of the members and this information shall be managed in accordance with the Trust's Privacy Policy under the Data Protection Act 2018 and related regulations.

#### **5.4. Termination of membership**

5.4.1 Membership is terminated if:

- (a) the member dies or, if it is an organisation, ceases to exist;
- (b) the member resigns by written notice to the Trust unless, after the resignation, there would be less than two members;
- (c) any sum due from the member to the Trust is not paid in full within six months of it falling due;
- (d) the member is removed from membership by a resolution of the trustees that it is in the best interests of the Trust that his or her membership is terminated. A resolution to remove a member from membership may only be passed if:
  - (i) the member has been given at least twenty one days' notice in writing of the meeting of the trustees at which the resolution will be proposed and the reasons why it is to be proposed
  - (ii) the member or, at the option of the member, the member's representative (who need not be a member of the Trust) has been allowed to make representations to the meeting.

#### **5.5 Representatives of other bodies**

5.5.1 Any organisation that is a member of the Trust may nominate any person to act as its representative at any meeting of the Trust.

5.5.2 The organisation shall give written notice to the Trust of the name of its representative. The nominee shall not be entitled to represent the organisation at any meeting unless the notice has been received by the Trust. The nominee may continue to represent the organisation until written notice to the contrary is received by the Trust.

5.5.3 Any notice given to the Trust will be conclusive evidence that the nominee is:

- (a) entitled to represent the organisation or
- (b) that his or her authority has been revoked. The Trust shall not be required to consider whether the nominee has been properly appointed by the organisation.

## **6: HONORARY OFFICERS**

The Trust shall have the following officers:

- (a) A chair
- (b) A secretary
- (c) A treasurer

## **7: OFFICERS AND TRUSTEES**

- 7.1 The Trust and its property shall be managed and administered by a committee comprising the officers and other members elected in accordance with this constitution. The officers and other members of the committee shall be the trustees of the Trust and in this constitution are together called 'the trustees.'
- 7.2 A trustee shall be a member of the Trust or the nominated representative of an organisation that is a member of the Trust.
- 7.3 No one may be appointed a trustee if he or she would be disqualified from acting under the provisions of clause 9.
- 7.4 The number of trustees shall be not less than three but (unless otherwise determined by a resolution of the Trust in general meeting) shall be subject to a maximum of twelve.
- 7.5 A trustee may not appoint anyone to act on his or her behalf at meetings of the trustees.

## **8. Appointment of trustees**

- 8.1 The Trust in general meeting shall elect the officers and the other trustees.
- 8.2 The trustees may appoint any person who is willing to act as a trustee. Subject to sub-clause 8.5(b), they may also appoint trustees to act as officers.
- 8.3 Trustees shall be elected to serve for a period of three years. One-third of the trustees shall retire each year and be eligible for re-election at the AGM for a further three years
- 8.4 No-one may be elected a trustee or an officer at any AGM unless prior to the meeting the Trust is given a notice that:
  - (a) is signed by a member entitled to vote at the meeting
  - (b) states the member's intention to propose the appointment of a person as a trustee or as an officer
  - (c) is signed by the person who is to be proposed to show his or her willingness to be appointed.

## 8.5

- (a) The appointment of a trustee, whether by the Trust in general meeting or by the other trustees, must not cause the number of trustees to exceed twelve.
- (b) The trustees may not appoint a person to be an officer if a person has already been elected or appointed to that office and has not vacated the office.
- (c) At least 50% of the number of trustees to be elected shall be residents of the Parish of Birchington.

## **9: Disqualification and Removal of Trustees**

9.1 A trustee shall cease to hold office if he or she:

- (a) is disqualified from acting as a trustee by virtue of sections 178 and 179 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision)
- (b) ceases to be a member of the Trust
- (c) in the written opinion, given to the Trust, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a trustee and may remain so for more than three months
- (d) resigns as a trustee by written notice to the Trust (but only if at least two trustees will remain in office when the notice of resignation is to take effect)
- (e) is absent without the permission of the trustees from all their meetings held within a period of six consecutive months and the trustees resolve that his or her office be vacated or
- (f) dies.

## **10: BENEFITS AND PAYMENTS TO CHARITY TRUSTEES AND CONNECTED PERSONS**

### **10.1 General provisions**

10.1.1 No charity trustee or connected person may:

- (a) buy or receive any goods or services from the Trust on terms preferential to those applicable to members of the public;
- (b) sell goods, services or any interest in land to the Trust;
- (c) be employed by, or receive any remuneration from, the Trust;
- (d) receive any other financial benefit from the Trust;

unless the payment is permitted by sub-clause 10.2 or authorised by the court or the Commission. In this clause, a 'financial benefit' means a benefit, direct or indirect, which is either money or has a monetary value.

## **10.2 Scope and powers permitting trustees' or connected persons' benefit.**

- (a) A charity trustee or connected person may receive a benefit from the Trust in the capacity of a beneficiary of the Trust provided that it is available generally to the beneficiaries of the Trust.
- (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 Trust where that is permitted in accordance with, and subject to the conditions in, section 185 of the Charities Act 2011.
- (c) Subject to sub-clause 10.3 a charity trustee or connected person may provide the Trust with goods that are not supplied in connection with services provided to the Trust by the charity's trustees or connected person.
- (d) A charity trustee or connected person may receive interest on money lent to the Trust at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- (e) A charity trustee or connected person may receive rent for premises let by the trustee or connected person to the Trust. The amount of the rent and the other terms of the lease must be reasonable and proper. The charity trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- (f) A charity trustee or connected person may take part in the normal trading and fundraising activities of the Trust on the same terms as members of the public.

## **10.3 Payment for supply of goods only – controls.**

10.3.1 The Trust and its charity trustees may only rely upon the authority provided by sub-clause 10.2(c) if each of the following conditions is satisfied:

- (a) The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the Trust and the charity trustee or connected person supplying the goods ('the supplier') under which the supplier is to supply the goods in question to or on behalf of the Trust.
- (b) The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
- (c) The other charity trustees are satisfied that it is in the best interests of the Trust to contract with the supplier rather than with someone who is not a charity trustee or connected person. In reaching that decision the charity trustees must balance the advantage of contracting with a charity trustee or connected person against the disadvantages of doing so.
- (d) The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the Trust.

- (e) The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of charity trustees is present at the meeting.
- (f) The reason for their decision is recorded by the charity trustees in the minute book.
- (g) A majority of the charity trustees then in office are not in receipt of remuneration or payments authorised by clause 10 (Benefits and payments to charity trustees and connected persons).

#### **10.4 In sub-clauses 10.2 and 10.3:**

- (a) 'the Trust' includes any company in which the Trust:
  - (i) holds more than 50% of the shares; or
  - (ii) controls more than 50% of the voting rights attached to the shares; or
  - (iii) has the right to appoint one or more trustees to the board of the company.
- (b) 'connected person' includes any person within the definition set out in clause 32 (Interpretation).

### **11. Conflicts of interests and conflicts of loyalties**

#### **11.1 Every trustee shall:**

- (a) declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Trust or in any transaction or arrangement entered into by the Trust which has not been previously declared; and
- (b) absent himself or herself from any discussions of the trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Trust and any personal interest (including but not limited to any personal financial interest).

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

### **12. PROCEEDINGS OF TRUSTEES**

- 12.1 The trustees may regulate their proceedings as they think fit, subject to the provisions of this constitution.
- 12.2 Any trustee may call a meeting of the trustees.
- 12.3 The secretary must call a meeting of the trustees if requested to do so by a trustee
- 12.4 Questions arising at a meeting must be decided by a majority of votes
- 12.5 In the case of an equality of votes, the person who chairs the meeting shall have a second or casting vote

- 12.6 No decision may be made by a meeting of the trustees unless a quorum is present at the time the decision is purported to be made
- 12.7 The quorum shall be four or such larger number as may be decided from time to time by the trustees
- 12.8 A trustee shall not be counted in the quorum present when any decision is made about a matter upon which that trustee is not entitled to vote
- 12.9 If the number of trustees is less than the number fixed as the quorum, the continuing trustees or trustee may act only for the purpose of filling vacancies or of calling a general meeting
- 12.10 The person elected as the Chair shall chair meetings of the trustees
- 12.11 If the Chair is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the trustees present may appoint one of their number to chair that meeting
- 12.12 The person appointed to chair meetings of the trustees shall have no functions or powers except those conferred by this constitution or delegated to him or her in writing by the trustees
- 12.13 A resolution in writing signed by all the trustees entitled to receive notice of a meeting of trustees or of a committee of trustees and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the trustees or (as the case may be) a committee of trustees duly convened and held
- 12.14 The resolution in writing may comprise several documents containing the text of the resolution in like form each signed by one or more trustees.

### **13. Delegation**

- 13.1 The trustees may delegate any of their powers or functions to a committee of three or more trustees but the terms of any such delegation must be recorded in the minute book. The trustees may impose conditions when delegating, including the conditions that:
- (a) the relevant powers are to be exercised exclusively by the committee to whom they delegate
  - (b) no expenditure may be incurred on behalf of the Trust except in accordance with a budget previously agreed with the trustees
  - (c) the committee may co-opt up to two persons who are not Trustees to serve for one year, but they shall not have any voting rights nor shall they receive any benefit, financial or otherwise, from their appointment except in accordance with Clause 10
  - (d) the committee shall not alter or amend this constitution
- 13.2 The trustees may revoke or alter a delegation.
- 13.3 All acts and proceedings of any committees must be minuted and fully and promptly reported to the trustees.



## **14. Minutes**

14.1 The trustees shall keep minutes of all:

- (a) appointments of officers and trustees made by the trustees
- (b) proceedings at meetings of the Trust
- (c) meetings of the trustees and committees of trustees including:
  - (i) the names of the trustees present at the meeting;
  - (ii) the decisions made at the meetings; and
  - (iii) where appropriate, the reasons for the decisions.

## **15. Rules**

15.1 The trustees may from time to time make rules or byelaws for the conduct of their business.

15.2 The byelaws may regulate the following matters but are not restricted to them:

- (a) the admission of members of the Trust (including the admission of organisations to membership) and the rights and privileges of such members, and the entrance fees, subscriptions and other fees or payments to be made by members
- (b) the conduct of members of the Trust in relation to one another, and to the Trust's employees and volunteers
- (c) the setting aside of the whole or any part or parts of the Trust's premises at any particular time or times or for any particular purpose or purposes
- (d) the procedure at general meetings and meetings of the trustees as far as such procedure is not regulated by this constitution
- (e) the keeping and authenticating of records. (If regulations made under this clause permit records of the Trust to be kept in electronic form and requires a trustee to sign the record, the regulations must specify a method of recording the signature that enables it to be properly authenticated.)
- (f) generally, all such matters as are commonly the subject matter of the rules of an unincorporated association.

15.3 The Trust in general meeting has the power to alter, add to or repeal the rules or byelaws.

15.4 The trustees shall adopt such means as they think sufficient to bring the rules and byelaws to the notice of members of the Trust.

15.5 The rules or byelaws shall be binding on all members of the Trust. No rule or byelaw shall be inconsistent with, or shall affect or repeal anything contained in, this constitution.

## **16. Irregularities in proceedings**

16.1 Subject to sub-clause 16.2, all acts done by a meeting of Trustees, or of a committee of trustees, shall be valid notwithstanding the participation in any vote of a 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 interests or otherwise;

if, without:

- (d) the vote of that trustee; and
- (e) that trustee being counted in the quorum,

the decision has been made by a majority of the trustees at a quorate meeting.

16.2 Sub-clause 16.1 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 the resolution would otherwise have been void.

16.3 No resolution or act of

- (a) the trustees
- (b) any committee of the trustees
- (c) the Trust in general meeting

shall be invalidated by reason of the failure to give notice to any trustee or member or by reason of any procedural defect in the meeting unless it is shown that the failure or defect has materially prejudiced a member or the beneficiaries of the Trust.

## **17. APPLICATION OF INCOME**

17.1 The income and property of the Trust shall be applied solely towards the promotion of the objects as described in clause 3.

- (a) A charity trustee is entitled to be reimbursed from the property of the Trust or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Trust.
- (b) A charity trustee may benefit from trustee indemnity insurance cover purchased at the Trust's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.

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

- (a) a benefit from the Trust in the capacity of a beneficiary of the Trust;
- (b) reasonable and proper remuneration for any goods or services supplied to the Trust.

## **18. PROPERTY**

18.1 The trustees shall ensure the title to:

- (a) all land held by or in trust for the Trust that is not vested in the Official Custodian of Charities; and
- (b) all investments held by or on behalf of the Trust, are vested either in a corporation entitled to act as custodian trustee or in not less than three individuals appointed by them as holding trustees.

18.2 The terms of the appointment of any holding trustees shall provide that they may act only in accordance with lawful directions of the trustees and that if they do so they will not be liable for the acts and defaults of the trustees or of the members of the Trust.

18.3 The trustees may remove the holding trustees at any time.

## **19. Repair and insurance**

The trustees shall keep in repair and insure to their full value against fire and other usual risks all the buildings of the Trust (except those buildings that are required to be kept in repair and insured by a tenant). They shall also insure suitably in respect of contents and public liability and employer's liability.

## **20. ACCOUNTS, ANNUAL REPORT AND ANNUAL RETURN**

20.1 The trustees shall comply with their obligations under the Charities Act 2011 with regard to:

- (a) the keeping of accounting records for the Trust
- (b) the preparation of annual statements of account for the Trust
- (c) the transmission of the statements of account to the Commission
- (d) the preparation of an Annual Report and its transmission to the Commission
- (e) the preparation of an Annual Return and its transmission to the Commission.

20.2 Accounts shall be prepared in accordance with the provisions of any Statement of Recommended Practice issued by the Commission, unless the trustees are required to

prepare accounts in accordance with the provisions of such a Statement prepared by another body.

## **21. GENERAL MEETINGS**

- 21.1 The Trust must hold a general meeting (AGM) within twelve months of the date of the adoption of this constitution.
- 21.2 An AGM must be held in each subsequent year and not more than fifteen months may elapse between successive annual general meetings.
- 21.3 All general meetings other than AGM's shall be called special general meetings.
- 21.4 In exceptional circumstances (for example, during a pandemic) the Trust may arrange to hold a meeting with members via electronic means but shall meet all other requirements in accordance with clauses 22-27 of this constitution.

## **22. Notice**

- 22.1 The minimum period of notice required to hold any general meeting of the Trust is fourteen clear days from the date on which the notice is deemed to have been given.
- 22.2 A general meeting may be called by shorter notice, if it is so agreed by all the members entitled to attend and vote.
- 22.3 The notice shall specify the date, time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an AGM, the notice shall say so.
- 22.4 The notice shall be given to all the members and to the trustees.

## **23. Special General Meetings**

The trustees may call a special general meeting at any time.

- 23.1 The trustees must call a special general meeting if requested to do so in writing by at least ten members or one tenth of the membership, whichever is the greater. The request must state the nature of the business that is to be discussed. If the trustees fail to hold the meeting within twenty-eight days of the request, the members may proceed to call a special general meeting but in doing so they must comply with the provisions of this constitution.

## **24. Quorum**

- 24.1 No business shall be transacted at any general meeting unless a quorum is present.
- 24.2 A quorum is:
  - (a) 10 members entitled to vote upon the business to be conducted at the meeting; or

(b) one tenth of the total membership at the time, whichever is the greater.

24.3 The authorised representative of a member organisation shall be counted in the quorum.

24.4 If:

(a) a quorum is not present within half an hour from the time appointed for the meeting; or

(b) during a meeting, a quorum ceases to be present,

the meeting shall be adjourned to such time and place as the trustees shall determine.

24.5 The trustees shall re-convene the meeting and shall give at least seven clear days' notice of the re-convened meeting stating the date time and place of the meeting

24.6 If no quorum is present at the re-convened meeting within fifteen minutes of the time specified for the start of the meeting the members present at that time shall constitute the quorum for that meeting.

## **25. Chair**

25.1 General meetings shall be chaired by the person who has been elected as Chair.

25.2 If there is no such person or he or she is not present within fifteen minutes of the time appointed for the meeting a trustee nominated by the trustees shall chair the meeting.

25.3 If there is only one trustee present and willing to act, he or she shall chair the meeting.

25.4 If no trustee is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the members present and entitled to vote shall choose one of their number to chair the meeting.

## **26. Adjournments**

26.1 The members present at a meeting may resolve that the meeting shall be adjourned.

26.2 The person who is chairing the meeting shall decide the date time and place at which meeting is to be re-convened unless those details are specified in the resolution.

26.3 No business shall be conducted at an adjourned meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.

26.4 If a meeting is adjourned by a resolution of the members for more than seven days, at least seven clear days' notice shall be given of the re-convened meeting stating the date time and place of the meeting.

## **27. Votes**

27.1 Each member shall have one vote but if there is an equality of votes the person who is chairing the meeting shall have a casting vote in addition to any other vote he or she may have.

- 27.2 A resolution in writing signed by each member (or in the case of a member that is an organisation, by its authorised representative) who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective. It may comprise several copies each signed by or on behalf of one or more members.

## **28. Notices**

- 28.1 Any notice required by this constitution to be given to or by any person shall be:

- (a) in writing; or
- (b) given using electronic communications.

- 28.2 The Trust may give any notice to a member either:

- (a) personally; or
- (b) by sending it by post in a prepaid envelope addressed to the member at his or her address;  
or
- (c) by leaving it at the address of the member; or
- (d) by giving it using electronic communications to the member's electronic address.

- 28.3 A member who does not register an address with the Trust or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Trust.

- 28.4 A member present in person at any meeting of the Trust shall be deemed to have received notice of the meeting and of the purposes for which it was called.

- 28.5 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.

- 28.6 Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given.

- 28.7 A notice shall be deemed to be given 48 hours after the envelope containing it was posted or, in the case of an electronic communication, 48 hours after it was sent.

## **29. ALTERATIONS TO THE CONSTITUTION**

- 1) Subject to the following provisions of this clause, the Constitution may be altered by a resolution passed by not less than two thirds of the members present and voting at a general meeting. The notice of the general meeting must include notice of the resolution, setting out the terms of the alteration proposed.
- 2) No amendment may be made to clause 3, clause 10, clause 29 or clause 30, without the prior consent in writing of the Commissioners.

- 3) No amendment may be made that would have the effect of making the Charity cease to be a charity at law.
- 4) The Executive committee should promptly send to the Commission a copy of any amendment under this clause.

### **30: DISSOLUTION**

- 30.1 If the members resolve to dissolve the Trust at a Special General Meeting convened for that purpose, the trustees will remain in office as charity trustees and be responsible for winding up the affairs of the Trust in accordance with this clause.
- 30.2 The trustees shall collect in all the assets of the Trust and shall pay or make provision for all the liabilities of the Trust.
- 30.3 The trustees shall apply any remaining property or money:
  - (a) directly for the objects of the Trust
  - (b) by transfer to any charity or charities for purposes the same as or similar to the Trust
  - (c) in such other manner as the Commission may approve in writing in advance
- 30.4 The Trustees shall use their best endeavours to contact the donors and lenders of all artefacts forming part of the Trust's collection and return those to the said donors or lenders. Any artefacts that remain in the collection at the time of Dissolution shall be offered to another charitable or public institution that has similar objects to the Trust.
- 30.5 The members may pass a resolution before or at the same time as the resolution to dissolve the Trust specifying the manner in which the trustees are to apply the remaining property or assets of the Trust and the trustees must comply with the resolution if it is consistent with paragraphs (a) - (c) inclusive in sub-clause 30.3 above and clause 30.4.
- 30.6 In no circumstances shall the net assets of the Trust be paid to or distributed among the members of the Trust (except to a member that is itself a charity).
- 30.7 The trustees shall notify the Commission promptly that the Trust has been dissolved. If the trustees are obliged to send the Trust's accounts to the Commission for the accounting period which ended before its dissolution, they must send the Commission the Trust's final accounts.

### **31. DISPUTES**

If a dispute arises between members of the Trust 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 shall first try in good faith to settle the dispute by mediation before resorting to litigation.

## **32. INTERPRETATION**

32.1 In this constitution 'connected person' means:

- (a) a child, parent, grandchild, grandparent, brother or sister of the trustee
- (b) the spouse or civil partner of the trustee or of any person falling within clause 32.1(a) above
- (c) a person carrying on business in partnership with the trustee or with any person falling within clause 32.1(a) or 32.1(b) above
- (d) an institution which is controlled -
  - (i) by the trustee or any connected person falling within clause 32.1(a-c); or
  - (ii) by two or more persons falling within clause 32.1(a-c)
- (e) a body corporate in which -
  - (i) the trustee or any connected person falls within clause 32.1
  - (ii) two or more persons falling within clause 32.1 who, when taken together, have a substantial interest

32.2 Sections 350 - 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this clause.

## **33. SAVING PROVISIONS**

33.1 Subject to sub-clause 33.2, all decisions of the trustees, or of a committee of the trustees, shall be valid notwithstanding the participation in any vote of a trustee:

- (a) who is disqualified from holding office;
- (b) who had previously retired or who had been obliged by this constitution to vacate office;
- (c) who was not entitled to vote on the matter, whether by reason of a conflict of interests 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.

33.2 Sub-clause 33.1 does not permit a charity 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 sub-clause 33.1, the resolution would have been void, or if the trustee has not complied with clause 11.



#### **4. REGISTERED PARTICULARS**

The trustees shall notify the Commission promptly of any changes to the Trust's entry on the Central Register of Charities.

***Revised clauses 3, 10, 11 and 30 were approved by the Charity Commission who notified the Secretary of the Trust by email dated 14 April 2025.***

***Trustees approved the full amended version at their meeting on 19 May 2025.***