

---

**Constitution**

**Of**

**Samaritans of Kingston upon Hull**

***~~(A Charitable Incorporated Organisation)~~***

---

# Samaritans of Kingston upon Hull

## Table of Contents

1.	Name .....	1
2.	National location of principal office .....	1
3.	Objects.....	1
4.	Powers .....	1
5.	Application of income and property, and restriction on member benefits.....	2
6.	Benefits and payments to Trustees and Connected Persons.....	3
7.	Liability of Members to contribute to the assets of the Charity if it is wound up .....	4
8.	Membership of the Charity .....	4
9.	Members' decisions.....	6
10.	General meetings of Members.....	6
11.	Trustees .....	9
12.	Election, appointment and retirement of Trustees .....	10
13.	Information for new Trustees .....	12
14.	Disqualification and removal of Trustees.....	12
15.	Casual Vacancies.....	13
16.	Taking of decisions by Trustees.....	13
17.	Meetings and proceedings of Trustees .....	<del>13</del> 14
18.	Unanimous decisions without a meeting.....	<del>14</del> 15
19.	Trustee interests and management of conflicts of interest.....	15
20.	Trustees may delegate .....	16
21.	Councils of Samaritans Central Charity .....	16
22.	Committees .....	<del>16</del> 17
23.	Delegation of investment management .....	17
24.	Validity of Trustee actions.....	18
25.	Irregularities .....	18
26.	Patrons.....	18
27.	Contracts and documents .....	18
28.	Keeping of Registers .....	18
29.	Minutes.....	<del>18</del> 19
30.	Accounting records, accounts, annual reports and returns, register maintenance .....	19
31.	Rules .....	19
32.	Disputes .....	19
33.	Communications.....	<del>19</del> 20
34.	Amendment of constitution .....	<del>19</del> 20
35.	Winding up or dissolution .....	20
36.	Interpretation .....	21
	SCHEDULE 1 – MEMBERSHIP FORM .....	<del>23</del> 24
	SCHEDULE 2 – PROCEDURES FOR GENERAL MEETINGS .....	<del>24</del> 25
	SCHEDULE 3 – COMMUNICATIONS .....	<del>30</del> 31
	SCHEDULE 4 – LIST OF FIRST TRUSTEES .....	<del>33</del> 34

## **Samaritans of Kingston upon Hull**

Date of constitution (last amended):

30 November 2016.....

### **1. Name**

The name of the charitable incorporated organisation (“the Charity”) is:

Samaritans of Kingston upon Hull

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

The Charity’s principal office is located in England.

### **3. Objects**

The objects of the Charity are:

- 3.1 To enable persons in Kingston upon Hull and the surrounding area as well as elsewhere who are experiencing feelings of distress or despair, including those who may be at risk of suicide, to receive confidential emotional support at any time of the day or night in order to improve their emotional health and to reduce the incidence of suicide;
- 3.2 To promote a better understanding in society of suicide, suicidal behaviour and the value of expressing feelings which may otherwise lead to suicide or impaired emotional health; and
- 3.3 To collaborate with and support Samaritans Central Charity and its affiliated branches in fulfilling these Objects.

### **4. Powers**

The Charity has power to do anything which is calculated to further its objects or is conducive or incidental to doing so. In particular, but without limitation, the Charity 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 Charity must comply as appropriate with Charity Legislation 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 Charity (in exercising this power, the Charity must comply as appropriate with Charity Legislation);

- 4.4 employ and remunerate such staff as are necessary for carrying out the work of the Charity (the Charity may employ or remunerate a Trustee only to the extent that it is permitted to do so by clause 6 (Benefits and payments to Trustees and Connected Persons) and provided it complies with the conditions of that clause);
- 4.5 deposit funds and invest funds not immediately required for the Charity's objects in or upon such investments, securities or other property as the Trustees think fit;
- 4.6 employ a professional fund-manager, and arrange for the investments or other property of the Charity to be held in the name of a nominee, in such manner as the Trustees think fit;
- 4.7 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits;
- 4.8 incorporate and acquire subsidiary companies to carry on any trade; and
- 4.9 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company.

**5. Application of income and property, and restriction on member benefits**

- 5.1 The income and property of the Charity must be applied solely towards the promotion of its objects.
- 5.2 None of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member of the Charity. This shall not prevent any payment in good faith by the Charity of:
  - 5.2.1 any payments made to any Member in his, her or its capacity as a beneficiary of the Charity;
  - 5.2.2 reasonable and proper remuneration to any Member for any goods or services supplied to the Charity (including services performed by the Member under a contract of employment with the Charity), provided that if such Member is a Trustee clause 6 (Benefits and payments to Trustees and Connected Persons) shall apply;
  - 5.2.3 interest at a reasonable and proper rate on money lent by any Member to the Charity;
  - 5.2.4 any reasonable and proper rent for premises let by any Member to the Charity; and
  - 5.2.5 any payments to a Member who is also a Trustee which are permitted under clause 6 (Benefits and payments to Trustees and Connected Persons).

## **6. Benefits and payments to Trustees and Connected Persons**

### **6.1 No Trustee or Connected Person may:**

- 6.1.1 sell goods, services, or any interest in land to the Charity;
- 6.1.2 be employed by, or receive any remuneration from, the Charity; and/or
- 6.1.3 receive any other financial benefit from the Charity,  
unless:
  - (a) the payment or benefit is permitted by clause 6.2 or authorised by the court or the Charity Regulator; and
  - (b) the Trustee concerned (including, in the case of a Connected Person, the Trustee to whom the Connected Person is connected) has complied with clause 19 (Trustee interests and management of conflicts of interest).

### **6.2 A Trustee or Connected Person may receive the following benefits from the Charity:**

- 6.2.1 A Trustee or Connected Person may receive a benefit from the Charity as a beneficiary of the Charity and on the same terms as a beneficiary.
- 6.2.2 A Trustee or Connected Person may be paid reasonable and proper remuneration by the Charity for any goods or services supplied to the Charity on the instructions of the Trustees (excluding, in the case of a Trustee, the service of acting as a Trustee and services performed under a contract of employment with the Charity) provided that:
  - (a) this provision may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is a Connected Person in relation to that Trustee); and
  - (b) such payments are made only in accordance with any other applicable rules and requirements set out in Charity Legislation.
- 6.2.3 A Trustee or Connected Person may receive interest on money lent to the Charity at a reasonable and proper rate.
- 6.2.4 A Trustee or Connected Person may receive reasonable and proper rent for premises let by the Trustee or Connected Person to the Charity.
- 6.2.5 A Trustee or Connected Person may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.

- 6.2.6 A Trustee is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity.
- 6.2.7 A Trustee may benefit from trustee indemnity insurance cover purchased at the Charity's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.
- 6.3 In clause 6.2 "the Charity" includes any company in which the Charity:
  - 6.3.1 holds more than 50% of the shares; or
  - 6.3.2 controls more than 50% of the voting rights attached to the shares; or
  - 6.3.3 has the right to appoint one or more directors to the board of the company.

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

- 7.1 If the Charity is wound up, the Members of the Charity have no liability to contribute to its assets and no personal responsibility for settling its debts and liabilities.

**8. Membership of the Charity**

- 8.1 There shall be at least three Members.
- 8.2 The initial Members of the Charity shall be the First Trustees. Additional Members shall be such other persons as are admitted to membership by the Trustees in accordance with this constitution.
- 8.3 In addition to the First Trustees, the persons eligible to become Members of the Charity shall be:
  - 8.3.1 the Charity's Listening Volunteers;
  - 8.3.2 the Charity's Support Volunteers; and
  - 8.3.3 any additional individual who is elected or appointed to the Charity's Board of Trustees in accordance with this constitution

and for the avoidance of doubt, the Trustees may in their absolute discretion decline to accept any person as a member and need not give reasons for so doing.

- 8.4 The Secretary shall ensure that all persons eligible to become a Member are invited to complete their membership by signing a Membership Form in the form attached at Schedule 1.

***Register of Members***

- 8.5 The Secretary (or in the case of a vacancy in that post, the Trustees) must ensure that the names of the Members are entered into a register of Members and that such

register is kept up to date at all times. The Secretary shall periodically report changes in the register of Members to the Charity's Board of Trustees.

- 8.6 Membership of the Charity cannot be transferred to anyone else.

***Termination of membership***

- 8.7 A Member shall cease to be a member:

- 8.7.1 if the Member dies;
- 8.7.2 upon notice given by the Member to the Secretary (or in the case of a vacancy in that post, another Trustee) of his or her intention to withdraw;
- 8.7.3 if the Member is removed as a Listening Volunteer or Support Volunteer following the problem solving procedures approved by the SCC's Board of Trustees, as in effect at the time;
- 8.7.4 if a Member who is a Listening Volunteer or Support Volunteer ceases to perform his or her agreed duties as a volunteer with the Charity for a period of 3 consecutive months, unless he or she is on an approved leave of absence;
- 8.7.5 if a Member, who is a Member solely as a result of his or her election or appointment as a Trustee, ceases to be a Trustee pursuant to the provisions of this constitution; or
- 8.7.6 if, at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed resolving that the Member be expelled on the ground that his or her continued membership is harmful to or is likely to become harmful to the interests of the Charity. Such a resolution may not be passed unless the Member has been given at least 21 days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Trustees

and for the avoidance of doubt, a Member shall only cease to be a member under clauses 8.7.3 and 8.7.4 above when his or her name has been removed from the register of members.

***Duty of Members***

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

## **9. Members' decisions**

- 9.1 Decisions of the Members of the Charity may be taken by means of a resolution passed at a general meeting in accordance with clause 10.

### ***Members' decisions and conflicts of interest***

- 9.2 A Trustee who would benefit personally, whether directly or indirectly, from a transaction or arrangement into which the Charity proposes to enter must not take part in any decision of the Members whether or not to enter into that transaction or arrangement.
- 9.3 Clause 9.2 does not apply where the transaction or arrangement proposed to be entered into by the Charity cannot reasonably be regarded as likely to give rise to a conflict of interest.

## **10. General meetings of Members**

### ***Taking decisions at a meeting***

- 10.1 Any decision of the Members of the Charity may be taken by means of a resolution at a general meeting.
- 10.2 A Member is entitled to attend a general meeting in person, or to appoint another person as his or her proxy to exercise all or any of his or her rights to attend, speak and vote at a meeting of the Charity. Procedures for proxy voting are contained in Schedule 2.
- 10.3 Unless clause 10.4 applies, such a resolution must be passed by a simple majority of those Members voting at the meeting (including proxy votes).
- 10.4 The following resolutions may only be passed by a minimum 75% majority of those Members voting at the meeting (including proxy votes):
- 10.4.1 any decision to amend the constitution of the Charity;
  - 10.4.2 any decision to amalgamate the Charity with, or transfer its undertaking to, one or more other charitable incorporated organisations, in accordance with Charity Legislation; or
  - 10.4.3 any decision to wind up the Charity voluntarily or dissolve the Charity.

### ***Annual General Meeting***

- 10.5 There must be an annual general meeting of the Members of the Charity.
- 10.6 The first AGM must be held within 15 months of the registration of the Charity, and subsequent AGMs must be held at least once in every calendar year at intervals of not more than 15 months.



10.7 The AGM must:

- 10.7.1 receive (but not vote on) the annual statement of accounts, duly audited or examined as applicable, and the trustees' annual report;
- 10.7.2 elect Trustees as required under clause 11; and
- 10.7.3 approve the trustees' nomination for the appointment of the Charity's auditors or independent examiner for the next financial year.

***Calling general meetings of Members***

10.8 The Secretary (or in the case of a vacancy in that post, the Trustees) must call the AGM in accordance with clause 10.6.

10.9 The Trustees may call any other general meeting of the Members at any time.

10.10 The Trustees must, within 21 days, call a general meeting of the Members if they receive a request to do so from at least 10% of the Members provided that the request states the general nature of the business to be dealt with at the meeting. If, at the time of any such request, there has not been any general meeting of the Members of the Charity for more than 12 months, then the first sentence of this clause shall have effect as if 5% were substituted for 10%. Any such request may include particulars of a resolution that may properly be proposed, and is intended to be proposed, at the meeting. A resolution may only properly be proposed if it is lawful, and is not defamatory, frivolous or vexatious. Any general meeting called by the Trustees at the request of the Members of the Charity must be held within 28 Clear Days from the date on which it is called and notice of the meeting must be given in accordance with the applicable provisions of this clause 10.

10.11 If the Trustees fail to comply with the obligation to call a general meeting at the request of the Members under clause 10.10, then the Members who requested the meeting may themselves call a general meeting.

10.11.1 A general meeting called in this way must be held not more than three months after the date when the Members first requested the meeting.

10.11.2 The Charity must reimburse any reasonable expenses incurred by the Members in calling a general meeting by reason of the failure of the Trustees to duly call the meeting, but the Charity shall be entitled to be indemnified in relation to such expenses by the Trustees who were responsible for the failure.

***Notice of general meetings of Members***

10.12 At least 28 Clear Days' notice of a general meeting of the Members must be given to all of the Members and to the Regional Director. In addition to any other delivery method permitted by this constitution, such notice shall be displayed prominently at the Charity's principal office.

10.13 The notice of any general meeting must:

- 10.13.1 state the place, date and time of the meeting;
- 10.13.2 give particulars of any resolution which is to be moved at the meeting, and of the general nature of any other business to be dealt with at the meeting;
- 10.13.3 if the meeting is the AGM, identify the meeting as such; and
- 10.13.4 if a proposal to alter the constitution of the Charity is to be considered at the meeting, include the text of the proposed alteration;
- 10.13.5 if the meeting is the AGM, be accompanied by the independently examined or audited annual statement of accounts and the Trustees' annual report and details of persons standing for election or re-election as Trustee, or details of where the relevant documents and information may be found on the Charity's website; and
- 10.13.6 state the procedures by which a Member may appoint another person as his or her proxy to exercise all or any of his, her or its rights to attend and speak and vote at a meeting of the Charity (in accordance with the provisions of Schedule 2).

10.14 Schedule 3 (Communications) shall apply when determining when notice of a general meeting is received.

***Quorum for general meetings***

- 10.15 No business (other than the appointment of the chair of the meeting) may be transacted at a general meeting unless a quorum is present.
- 10.16 The quorum shall be 25% of the total membership (represented in person or by proxy).
- 10.17 If a quorum is not present within half an hour from the time appointed for the meeting:
  - 10.17.1 the chair of the meeting may adjourn the meeting to such day, time and place (within 14 days of the original meeting) as he or she thinks fit; and
  - 10.17.2 failing adjournment by the chair of the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such day (within 14 days of the original meeting), time and place as the Trustees may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

### ***Chairing general meetings***

- 10.18 The Branch Director shall, if present at the general meeting and willing to act, preside as chair of the meeting. Subject to that the Members who are present at a general meeting shall elect a chair to preside at the meeting.

### ***Attendance and speaking by Trustees, patron and non-Members***

- 10.19 Trustees (and patrons, if any are appointed by the Trustees as permitted by this constitution) may attend and speak at general meetings, whether or not they are Members.
- 10.20 The Regional Director shall be entitled but not obliged to attend and speak at a general meeting but shall not vote. The chair of the meeting may permit other persons who are not Members (or otherwise entitled to exercise the rights of Members in relation to general meetings) to attend and speak at a general meeting but not vote.

### ***Additional procedures relating to general meetings***

- 10.21 Additional procedures relating to general meetings are contained in Schedule 2.

## **11. Trustees**

### ***Functions and duties of Trustees***

- 11.1 The Trustees shall manage the affairs of the Charity and may for that purpose exercise all the powers of the Charity. It is the duty of each Trustee:
- 11.1.1 to exercise his or her powers and to perform his or her functions in his or her capacity as a trustee of the Charity in the way he or she decides, in good faith, would be most likely to further the purposes of the Charity; and
  - 11.1.2 to exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances, having regard in particular to any special knowledge or experience that he or she has or purports to have.

### ***Eligibility for trusteeship***

- 11.2 No one may be appointed as a Trustee if he or she is under the age of 16 years and/or is disqualified from acting as a charity trustee under Charity Legislation.

### ***Number of Trustees***

- 11.3 The minimum number of Trustees shall be three and the maximum number of Trustees shall be thirteen.
- 11.4 If the number of Trustees falls below the minimum number specified in clause 11.3, the remaining Trustee or Trustees may act only to call a meeting of the Trustees, or to appoint such number of new Trustees as is required to meet the applicable minimum.

### ***First Trustees***

- 11.5 The First Trustees of the Charity are listed in Schedule 4.
- 11.6 At the first AGM of the Charity or, if sooner, at an EGM called by the Trustees:
- 11.6.1 All of the Trustees except for the Branch Director shall retire from office but may offer themselves for reappointment; and
  - 11.6.2 The Members shall elect the Elected Trustees following the nomination provisions in clauses 12.8 and 12.9.
- 11.7 Notwithstanding clauses 12.1, 17.3 and 36.1.2, until the First Trustees retire in accordance with clause 11.6, the First Trustees shall elect one of their number to act as the chair of the Board of Trustees, who may be the Branch Director or any other of the First Trustees.

### ***Composition of the Trustee Board***

- 11.8 Following retirement of the First Trustees in accordance with clause 11.6, the Trustees of the Charity shall comprise:
- 11.8.1 The Branch Director;
  - 11.8.2 The Elected Trustees, being:
    - (a) A Trustee elected by the Members with the role of secretary and a Trustee elected by the Members with the role of treasurer (or one Trustee elected by the Members to serve as both secretary and treasurer);
    - (b) Up to eight additional Trustees elected by the Members; and
  - 11.8.3 Up to two Co-opted Trustees appointed in accordance with clause 12.4
- all of whom shall have the same rights, duties and responsibilities as Trustees of the Charity unless otherwise specified in this constitution.
- 11.9 The Trustees elected by the Members must comprise a majority of the Board of Trustees and should that cease to be the case, those Trustees in office shall call an EGM forthwith for the purpose of electing additional Trustees to the Board of Trustees.

## **12. Election, appointment and retirement of Trustees**

- 12.1 The Branch Director of the Charity shall be the person selected for that position following a process approved by the SCC involving consultation with the Members and subject to the approval of and participation by the Regional Director and the approval of the SCC's Board of Trustees. The Branch Director shall serve a 3-year term which may be extended by up to 12 months in exceptional circumstances by the approval of

the SCC's Board of Trustees. A person may not serve consecutive terms as Branch Director. The Branch Director shall chair the Charity's Board of Trustees.

- 12.2 Where the SCC's Board of Trustees has removed the Branch Director from office in accordance with clause 14.8 or where the process in clause 12.1 has not identified a person to fill the position of Branch Director, the SCC's Board of Trustees may appoint a person to the role of Branch Director without following the process referred to in clause 12.1 provided that SCC's Board of Trustees is satisfied that such an appointment would be in the best interests of the Charity.
- 12.3 At each AGM subsequent to the AGM (or EGM) held in clause 11.6, the procedure in clause 11.6 shall be followed, subject to the provisions of this clause 12. For the avoidance of doubt, any Trustee may, at the request of the Branch Director, also take on responsibility for the management of specific operational functions, which shall not affect his or her position as a Trustee.
- 12.4 The Trustees may appoint (co-opt) up to two additional Trustees (the 'Co-opted Trustees'), particularly but not exclusively in order to fill identified gaps in expertise on the Charity's Board of Trustees, so long as the total number of Trustees does not exceed thirteen. The reason for each such appointment shall be minuted. Co-opted Trustees shall retire at the next AGM. For the avoidance of doubt, Co-opted Trustees shall have the same rights, including voting rights, and responsibilities as all other Trustees.
- 12.5 The Branch Director may appoint one of the other Trustees as Vice-Director, to deputise for him/her from time to time as required.

#### ***Maximum term***

- 12.6 Except in exceptional circumstances as determined by the Charity's Board of Trustees, a Trustee who has served as a Trustee for six or more consecutive years shall not be eligible for election or co-option as a Trustee under this clause 12 until the earlier of:
- 12.6.1 the anniversary of the date on which he or she retired from office; or
- 12.6.2 if applicable, the AGM following the AGM at which he or she retired from office.
- 12.7 The provisions of clause 12.6 shall not apply to a person who has served more than 3 years as a Trustee and is then appointed to serve as Branch Director. Such person shall be permitted to serve a full term as Branch Director as provided in clause 12.1 above.

#### ***Nominations for Elected Trustees***

- 12.8 All Members of the Charity (including the Trustees) may make nominations for individuals to stand for election as Elected Trustees to the Charity's Board of Trustees. Nominations shall be proposed and seconded by Members in writing (including by Electronic Means) and shall be delivered to the Secretary (or in the Secretary's

absence any other Trustee as indicated by the Branch Director) not less than 14 days before the AGM at which the election will take place. The nomination must include a statement that the proposer has ascertained that the nominee would accept office if elected at the AGM.

- 12.9 At least seven Clear Days before the appointed date for holding the AGM, notice must be given to all who are entitled to receive notice of the meeting of all individuals who have been properly proposed and who have agreed to stand for election or re-election as a Trustee at the AGM. The notice must give such information about each proposed Trustee as the Trustees shall decide, including at a minimum the particulars of that person which would, if he or she were so elected or re-elected, be required to be included in the Charity's register of Trustees.

#### ***Timing of retirement***

- 12.10 A Trustee who retires at an AGM and who is not reappointed shall retain office until either:

12.10.1 the meeting appoints someone in his or her place; or

12.10.2 (if no one is appointed in his or her place) until the end of the meeting.

### **13. Information for new Trustees**

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

- 13.1 a copy of this constitution and any amendments made to it;
- 13.2 a copy of the Charity's latest trustees' annual report and statement of accounts;
- 13.3 the latest guidance on trustee duties issued by the Charity Regulator; and
- 13.4 such other information as the Trustees may from time to time determine.

### **14. Disqualification and removal of Trustees**

- 14.1 A Trustee ceases to hold office if:

14.1.1 he or she retires by notifying the Charity in writing (but only if three Trustees will remain in office when the notice of resignation takes effect);

14.1.2 he or she fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason;

14.1.3 he or she dies;

14.1.4 the other Trustees reasonably believe that he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office; or

- 14.1.5 he or she is disqualified under Charity Legislation from acting as a Trustee.
- 14.2 Trustees other than the Branch Director shall cease to hold office if:
- 14.2.1 at a general meeting of the Charity a resolution is passed that he or she be removed from office, provided the meeting has invited his or her views and considered the matter in the light of such views; or
- 14.2.2 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Trustees.
- 14.3 The Branch Director may be removed from office if the SCC's Board of Trustees determines that this would be in the best interests of the Charity:
- 14.3.1 having received a written request from the members of the Charity and/or the Charity's Board of Trustees that the Branch Director be removed; or
- 14.3.2 where acting on its own initiative, having sought and considered the views of the Charity's Board of Trustees;
- subject in either case to consultation with the Charity's Regional Director.

## **15. Casual vacancies**

- 15.1 A casual vacancy in the office of the Branch Director shall be filled following such procedures approved by the SCC's Board of Trustees, as are in effect at the time.
- 15.2 A casual vacancy in the offices of Secretary or Treasurer shall be filled by the Trustees.
- 15.3 A casual vacancy of an Elected Trustee may be filled by the Trustees.

## **16. Taking of decisions by Trustees**

Any decision of the Trustees may be taken either:

- 16.1 at a meeting of the Trustees called and held in accordance with clause 17; or
- 16.2 by a unanimous resolution taken in accordance with clause 18.

## **17. Meetings and proceedings of Trustees**

### ***Calling meetings***

- 17.1 The Secretary (or in the case of a vacancy in that post the Branch Director) shall call meetings of the Trustees.

- 17.2 The Trustees shall decide how their meetings are to be called and what notice is required; provided, however, that the Trustees shall meet at least 4 times per year.

***Chairing of Trustees' meetings***

- 17.3 The Branch Director, or in his or her absence the Vice-Director (if any), shall preside as chair of each Trustees' meeting. If neither the Branch Director nor Vice-Director are present, another Trustee nominated by the Trustees present shall chair the meeting.

***Procedure at Trustees' meetings***

- 17.4 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 17.5 The quorum for Trustees' meetings is three, or one-third of the total number of Trustees, whichever is the greater.
- 17.6 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision to appoint further Trustees.
- 17.7 Questions arising at a meeting shall be decided by a majority of the Trustees present and voting. In the case of an equality of votes, the chair of the meeting shall have a second or casting vote.
- 17.8 The Trustees may invite individuals who are not Trustees to be present and speak (but not vote) at Trustees' meetings.

***Participation in meetings by electronic means***

- 17.9 Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:
- 17.9.1 the meeting has been called and takes place in accordance with the constitution; and
  - 17.9.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing).
- 17.10 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.

**18. Unanimous decisions without a meeting**

- 18.1 A decision is taken in accordance with this clause 18 when all of the Trustees indicate to each other by any means (including without limitation by Electronic Means, such as by email or by telephone) that they share a common view on a matter. The Trustees cannot rely on this clause 18 to make a decision if one or more of the Trustees has a conflict of interest which, under clause 19, results in them not being entitled to vote.



- 18.2 Such a decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in writing.
- 18.3 A decision which is made in accordance with this clause 18 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:
- 18.3.1 approval from each Trustee must be received by the Secretary (or in the case of a vacancy in that post, any other Trustee nominated by the Branch Director);
  - 18.3.2 following receipt of responses from all of the Trustees, the Secretary must communicate to all of the Trustees (by any means) whether the resolution has been formally approved by the Trustees in accordance with this clause 18;
  - 18.3.3 the date of the decision shall be the date of the communication from the Secretary confirming formal approval; and
  - 18.3.4 the Secretary must prepare a minute of the decision in accordance with clause 29 (Minutes).

**19. Trustee interests and management of conflicts of interest**

***Declaration of interests***

- 19.1 A Trustee must declare the nature and extent of:
- 19.1.1 any direct or indirect material interest which he or she has in a proposed transaction or arrangement with the Charity; and
  - 19.1.2 any direct or indirect interest or any duty which he or she has which conflicts or may conflict with the interests of the Charity or his or her duties to the Charity.

***Participation in decision-making***

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

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

***Register of Trustees' interests***

- 19.4 The Trustees must keep a register of Trustees' interests.

**20. Trustees may delegate**

- 20.1 Subject to this constitution, the Trustees may delegate any of their powers or functions to any committee. For the avoidance of doubt, this shall include the power to create a Friends or Fundraising Committee for the Charity, provided that all income and expenses of such committee is properly accounted for in the Charity's audited (or examined, where permitted) accounts.
- 20.2 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.
- 20.3 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine.

**21. Councils of Samaritans Central Charity**

The Branch Director shall be the Charity's representative on the Regional Council and the Council of Samaritans. He or she shall consult the Trustees and Members of the Charity before exercising any of the rights and privileges he or she enjoys as a member of the SCC and its Councils, but shall not be bound by their views. Consultation may be by whatever method the Branch Director considers appropriate in all the circumstances.

**22. Committees**

- 22.1 In the case of delegation to committees:
- 22.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);

- 22.1.2 the composition of any committee shall be entirely in the discretion of the Trustees and may include such of their number as the resolution may specify provided that all committees include at least one Trustee;
  - 22.1.3 the deliberations of any committee must be reported promptly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee must appoint a secretary for that purpose;
  - 22.1.4 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and
  - 22.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.
- 22.2 The meetings and proceedings of any committee shall be governed by the provisions of this constitution regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any regulations made by the Trustees.

## **23. Delegation of investment management**

- 23.1 If the Charity holds investments of significant value, professional advice must always be sought in relation to their investment which may be provided by one or more Trustees if suitably qualified.
- 23.2 The Trustees may delegate the management of investments to a Financial Investment Manager or Manager provided that:
- 23.2.1 the investment policy is set down in writing for the Investment Manager or Managers by the Trustees;
  - 23.2.2 timely reports of all transactions are provided to the Trustees;
  - 23.2.3 the performance of the investments is reviewed regularly with the Trustees;
  - 23.2.4 the Trustees are entitled to cancel the delegation arrangement at any time;
  - 23.2.5 the investment policy and the delegation arrangements are reviewed regularly;
  - 23.2.6 all payments due to the Investment Manager or Managers are on a scale or at a level which is agreed in advance; and
  - 23.2.7 the Investment Manager or Managers must not do anything outside the powers of the Trustees.

## **24. Validity of Trustee actions**

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

## **25. Irregularities**

The proceedings at any meeting of the Members or the making of any decision by them shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting.

## **26. Patrons**

The Trustees may appoint and remove any individuals as patrons of the Charity on such terms as they shall think fit.

## **27. Contracts and documents**

27.1 A contract may be made on behalf of the Charity by a person acting under the express or implied authority of the Charity.

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

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

## **28. Keeping of Registers**

The Trustees must comply with current Charity Legislation in relation to the keeping of, and providing access to, its registers of Members and Trustees.

## **29. Minutes**

29.1 The Trustees must keep minutes of all proceedings at general meetings of the Charity and meetings of the Trustees and committees of Trustees, including:

29.1.1 the names of the persons present at the meeting;

29.1.2 the decisions made at the meetings; and

29.1.3 where appropriate the reasons for the decisions.

29.2 The Trustees must also keep minutes of resolutions and decisions made by the Trustees and members of the Charity otherwise than in meetings.

**30. Accounting records, accounts, annual reports and returns**

30.1 The Charity's financial year shall end on 31 March.

30.2 In accordance with all applicable statutory requirements, the Trustees must:

30.2.1 ensure that proper accounting records are kept (including the accounting records of sub committees, if any);

30.2.2 prepare and approve an annual report and accounts;

30.2.3 appoint an Independent Examiner or Auditor who has the requisite ability and practical experience to carry out a competent examination or audit, as the case may be, of the annual report and accounts; and

30.2.4 (if required under Charity Legislation) submit a copy of its independently examined or audited annual report and accounts to the Charity Regulator.

30.3 The annual report and accounts of the charity must be independently examined or audited, even if this not required under Charity Legislation.

**31. Rules**

The Trustees may from time to time make such reasonable and proper rules as they may deem necessary or expedient for the proper conduct and management of the Charity, but such rules must not be inconsistent with any provision of this constitution. Copies of any such rules currently in force must be made available to any Member of the Charity on request.

**32. Disputes**

In case of any dispute arising within the Charity regarding the matters contained in this constitution, the dispute shall be resolved by the Regional Director (or if the Regional Director shall be a Member, another member of the SCC appointed by the SCC's Board of Trustees who is not a Member). Any Member may appeal the decision of the Regional Director to the SCC's Board of Trustees, whose decision shall be final.

**33. Communications**

Communications to and from the Charity shall be made in accordance with Schedule 3.

**34. Amendment of constitution**

34.1 This constitution may be amended by a resolution of the Members passed in accordance with this constitution. No amendment shall be made which shall be inconsistent with the Memorandum and Articles of Association of Samaritans Central Charity.

- 34.2 Amendments to the constitution do not take effect until they have been (a) approved by the SCC's Board of Trustees, and (b) registered by the Charity Regulator in accordance with Charity Legislation.
- 34.3 In addition, in accordance with section 226 of the Charities Act 2011, any alteration of clause 3 (Objects), clause 35 (Amalgamation, transfer of undertakings, winding up or dissolution), this clause, or of any provision where the alteration would provide authorisation for any benefit to be obtained by Trustees or Members of the Charity or persons connected with them, requires the prior written consent of the Charity Regulator.
- 34.4 The power of the Charity to amend its constitution is not exercisable in any way which would result in the Charity's ceasing to be a charity.
- 34.5 The Trustees must inform the Charity Regulator of any change in the particulars of the Charity entered on the Central Register of Charities in accordance with the timescales required by Charity Legislation.

**35. Amalgamation, transfer of undertakings, winding up or dissolution**

- 35.1 The Members of the Charity may pass a resolution in accordance with this constitution to the effect that the Charity should be amalgamated, transfer its undertakings, be wound up voluntarily or that an application should be made to the Charity Regulator for the dissolution of the Charity; provided that any such resolutions shall not take effect until they have been approved by the SCC's Board of Trustees.
- 35.2 The Charity shall forthwith be wound up if recognition of the Charity as an affiliated branch of Samaritans Central Charity is withdrawn by the SCC's Board of Trustees.
- 35.3 Any resolution for the winding up of the Charity, or for the dissolution of the Charity without winding up, shall contain a provision that the remaining assets of the Charity (after payment of all the Charity's debts) shall, subject to any Order which may be made by the Charity Regulator or the Court, be transferred to Samaritans Central Charity for purposes which are the same as, or which closely resemble, the purposes of the Charity as set out in this constitution.
- 35.4 If the Charity is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.
- 35.5 After the dissolution of the Charity or the withdrawal of its recognition as an affiliated branch by the SCC's Board of Trustees, the Members shall not be entitled to form a separate association of any kind which (a) uses or holds itself out as using the name "Samaritans" or any imitation or derivation thereof; or (b) represents itself or permits itself to be held out as being in any way connected with or interested in Samaritans Central Charity or the wider Samaritans movement.

## **36. Interpretation**

### **36.1 In this constitution:**

- 36.1.1 “AGM” means the annual general meeting of the members of the Charity held in accordance with clause 10.5 to 10.8;
- 36.1.2 “Branch Director” means the person appointed to the Board of Trustees pursuant to clause 12.1 to lead the Charity’s operations and to chair the Charity’s Board of Trustees;
- 36.1.3 “Charity” has the meaning given in clause 1;
- 36.1.4 “Charity Legislation” means the Charities Act 1992, 1994, 2006 and 2011 and subordinate legislation made under these Acts as amended or re-enacted from time to time;
- 36.1.5 “Charity Regulator” means the Charity Commission for England and Wales;
- 36.1.6 “Clear Days” means, in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
- 36.1.7 “Connected Person” has the meaning set out from time to time in Charity Legislation;
- 36.1.8 “Co-opted Trustee(s)” has the meaning in clause 12.4;
- 36.1.9 “Dissolution Regulations” means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012;
- 36.1.10 “EGM” means an extraordinary general meeting of the members of the Charity;
- 36.1.11 “Elected Trustee(s)” has the meaning in clause 11.8;
- 36.1.12 “the First Trustees” means the individuals named in Schedule 4;
- 36.1.13 “General Regulations” means the Charitable Incorporated Organisations (General) Regulations 2012;
- 36.1.14 “Investment Manager” means an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;
- 36.1.15 “Listening Volunteer” means a person who has become a ‘full Samaritans Listening Volunteer’ as that term is defined in the Mandatory Framework to Support the Initial Training of Samaritans Volunteers approved by the SCC’s Board of Trustees, as the same may be amended from time to time;

- 36.1.16 “Members” means the members of the Charity for the purposes of the Charities Act 2011, the General Regulations and the Dissolution Regulations;
- 36.1.17 a “poll” means a counted vote or ballot, usually (but not necessarily) in writing;
- 36.1.18 “Proxy Notice” has the meaning given in paragraph 20 of Schedule 2;
- 36.1.19 “Proxy Notification Address” has the meaning given in paragraph 24 of Schedule 2;
- 36.1.20 “Regional Director” has the meaning given to such term in the SCC’s Articles of Association;
- 36.1.21 “Samaritans Central Charity” or “SCC” means the company limited by guarantee called Samaritans which was incorporated under the Companies Act 1948 on 11 April 1963 with company number 757372 whose registered office address is at The Upper Mill, Kingston Road, Ewell, Surrey, KT17 2AF;
- 36.1.22 “Support Volunteer” means a person who has become a ‘full Samaritans Support Volunteer’ as that term is defined in the Mandatory Framework to Support the Initial Training of Samaritans Volunteers approved by the SCC’s Board of Trustees, as the same may be amended from time to time; and
- 36.1.23 “Trustee” means a Trustee of the Charity;
- 36.1.24 “Vice Director” has the meaning in clause 12.5.
- 36.2 A reference to a document or information being sent or supplied in **Electronic Form** is to a document or information sent by Electronic Means (such as by email or fax) or by any other means while in an electronic form (such as a computer disc sent by post).
- 36.3 A reference to a document or information being sent or supplied by **Electronic Means** is to a document or information sent and received by means of electronic equipment for the processing or storage of data and entirely transmitted, conveyed and received by wire, by radio or optical means or by other electromagnetic means.
- 36.4 Any reference in this constitution to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
- 36.5 Any dispute about the interpretation of this constitution shall be resolved by reference to principles of company law insofar as the same are not inconsistent with the law which applies to Charitable Incorporated Organisations.



## **SCHEDULE 1 – FORM OF APPLICATION FOR MEMBERSHIP OF THE CHARITY**

### **Samaritans of Kingston upon Hull**

I hereby apply for membership of the above-named branch of Samaritans (Branch), to assist in the work of helping the suicidal and despairing. I understand that such membership does not entitle me to membership of any other branch of Samaritans.

If I am accepted as a volunteer:

1. I promise to abide by the policies and procedures of Samaritans and other specific instructions given by the leadership within my Branch;
2. I undertake never to reveal or use in any way any confidential information about Samaritan callers other than as required by law;
3. I accept that my relationship with and/or membership of the Branch may be terminated either by myself or by the Branch Director at any time without reasons being given by either side;
4. After my relationship with and membership of the Branch has terminated I will refrain from:
  - (a) asserting expressly or by implication that I am still a member of the Branch;
  - (b) making or continuing with a Samaritan caller any contact of a Samaritan nature;
  - (c) taking part in the formation or activities of a separate association of any kind having a name incorporating the word "Samaritan" which might indicate any connection with Samaritans.

Name

Address

Signature

Date

Membership number

Signed by Branch Secretary

Date

## **SCHEDULE 2 – PROCEDURES FOR GENERAL MEETINGS**

### **Voting**

1. A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll (as defined in clause 36) is duly demanded in accordance with the constitution.
2. On a vote on a resolution at a meeting on a show of hands, unless a poll is duly demanded, a declaration by the chair of the meeting that the resolution:
  - (a) has or has not been passed; or
  - (b) passed with a particular majority;is conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. An entry in respect of such a declaration in minutes of the meeting recorded in accordance with clause 29 (Minutes) is also conclusive evidence of that fact without such proof.

#### ***Votes on a show of hands***

3. On a vote on a resolution which is carried out by a show of hands, the following persons have one vote each, subject to paragraphs 5, 6, 7 and 8 of this Schedule 2:
  - (a) each Member present in person; and
  - (b) each proxy present who has been duly appointed by one or more persons entitled to vote on the resolution;
  - (c) provided that if a person attending the meeting falls within both of paragraphs 3 (a) and 3 (b) above he or she is not entitled to cast more than one vote but shall instead have a maximum of one vote.

#### ***Votes on a poll***

4. On a vote on a resolution which is carried out by a poll, the following persons have one vote each (subject to paragraphs 5, 6, 7 and 8 of this Schedule 2):
  - (a) every Member present in person; and
  - (b) every Member present by proxy.

#### ***General***

5. A person who is entitled to attend, speak or vote 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 Charity by or on behalf of that person. If the person casts a vote in such circumstances, any vote cast by the proxy appointed under the Proxy Notice is not valid.

6. In the case of an equality of votes whether on a show of hands or on a poll, the chair of the meeting shall be entitled to a casting vote in addition to any other vote he or she may have.
7. Clauses 9.2 and 9.3 (Members' decisions and conflicts of interest) shall apply where the proposed resolution concerns a transaction or arrangement from which a Trustee would benefit personally, whether directly or indirectly.
8. No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the chair of the meeting whose decision is final.

***Calling a poll***

9. A poll on a resolution may be demanded:
  - (a) in advance of the general meeting where it is to be put to the vote;
  - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
10. A poll may be demanded by:
  - (a) the chair of the meeting;
  - (b) any of the Trustees;
  - (c) two or more persons having the right to vote on the resolution;
  - (d) any person, who, by virtue of being appointed proxy for one or more Members having the right to vote on the resolution, holds two or more votes; or
  - (e) a person or persons representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution.
11. A demand for a poll may be withdrawn if:
  - (a) the poll has not yet been taken; and
  - (b) the chair of the meeting consents to the withdrawal.
12. Subject to the constitution, polls at general meetings must be taken when, where and in such manner as the chair of the meeting directs.
13. The chair of the meeting may appoint scrutineers (who need not be Members) and decide how and when the result of the poll is to be declared.
14. The result of a poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded.

15. A poll on:
- (a) the election of the chair of the meeting; or
  - (b) a question of adjournment;
- must be taken immediately.
- Other polls must be taken within 30 days of their being demanded.
16. If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.
17. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded.
18. In any other case, at least seven days' notice must be given specifying the time and place at which the poll is to be taken.

### ***Proxies***

19. A Member is entitled to appoint another person as his or her proxy to exercise all or any of his or her rights to attend and speak and vote at a meeting of the Charity. A proxy must vote in accordance with any instructions given by the Member by whom the proxy is appointed.
20. Proxies may only validly 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 general meeting in relation to which that person is appointed;
  - (c) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and
  - (d) is delivered to the Charity in accordance with the constitution and any instructions contained in the notice of general meeting to which they relate.
21. The Trustees may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
22. Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
23. 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.

***Delivery of Proxy Notices***

- 24.** The Proxy Notification Address in relation to any general meeting is:
- (a) the principal office of the Charity; or
  - (b) any other address or addresses specified by the Charity as an address at which the Charity or its agents will receive Proxy Notices relating to that meeting, or any adjournment of it, delivered in hard copy or Electronic Form; or
  - (c) any electronic Address falling within the scope of paragraph 7 of Schedule 3 (Communications).
- 25.** A Proxy Notice must be received at a Proxy Notification Address not less than 48 hours before the general meeting or adjourned meeting to which it relates.
- 26.** An appointment under a Proxy Notice may be revoked by delivering a notice in writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given to a Proxy Notification Address.
- 27.** A notice revoking the appointment of a proxy only takes effect if it is received before:
- (a) the start of the meeting or adjourned meeting to which it relates; or
  - (b) (in the case of a poll not taken on the same day as the meeting or adjourned meeting) the time appointed for taking the poll to which it relates.
- 28.** If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointer's behalf.

***Attendance and speaking at general meetings***

- 29.** A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 30.** A person is able to exercise the right to vote at a general meeting when:
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
  - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

31. The Trustees may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it (but shall be under no obligation to do so).
32. In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.
33. Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

#### ***Adjournment***

34. The chair of the meeting may adjourn a general meeting at which a quorum is present if:
  - (a) the meeting consents to an adjournment; or
  - (b) it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
35. The chair of the meeting must adjourn a general meeting if a decision is taken by the Members present at the meeting to do so.
36. When adjourning a general meeting, the chair of the meeting must:
  - (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Trustees; and
  - (b) have regard to any directions given by the Members in the resolution as to the time and place of any adjournment.
37. If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Trustees must give at least 7 Clear Days' notice of it:
  - (a) to the same persons to whom notice of the Charity's general meetings is required to be given; and
  - (b) containing the same information which such notice is required to contain.
38. No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

#### ***Amendments to resolutions***

39. A resolution proposed at a general meeting may be amended by resolution only if:

- (a) the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
- (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

### **SCHEDULE 3 – COMMUNICATIONS**

#### ***Communications to the Charity***

1. Any Member or Trustee of the Charity may send documents or information to the Charity:
  - (a) by hand; or
  - (b) by post,by sending it to the principal office or any other address specified by the Charity for this purpose.
2. Any Member or Trustee of the Charity may send documents or information to the Charity in Electronic Form or by Electronic Means (for example by email), provided that:
  - (a) In the case of documents or information sent in Electronic Form, the Charity has agreed (generally or specifically) to receive documents or information in that form (and has not revoked that agreement), or is treated as having agreed to receive documents or information in that form under paragraph 7 of this Schedule 3.
  - (b) Documents or information sent by Electronic Means must be sent to either:
    - i. an address specified by the Charity for the purpose; or
    - ii. an address to which paragraph 7 of this Schedule 3 applies.
  - (c) Communications sent by Electronic Means must be authenticated in a manner which is satisfactory to the Charity.

#### ***Communications by the Charity***

3. The Charity may send documents or information (including notices) to any Member or Trustee of the Charity by hand or by post, by handing the document or information to them or by sending it to:
  - (a) an address specified for the purpose by the intended recipient; or
  - (b) their address as shown in the Charity's register of Members or Trustees (as appropriate); or
  - (c) where the Charity is unable to obtain an address falling within paragraphs 3 (a) or 3 (b) of this Schedule 3, the intended recipient's last address known to the Charity.



4. The Charity may send or supply documents or information (including notices) to any Member or Trustee of the Charity in Electronic Form or by Electronic Means (including by email or by making it available on a website), provided that:
- (a) the intended recipient has agreed (generally or specifically) to receive documents or information in that form (and has not revoked that agreement); or
  - (b) (in the case of documents or information sent in Electronic Form) the intended recipient is treated as having agreed to receive documents or information in that form under paragraph 5 of this Schedule 3; or
  - (c) (in the case of documents or information made available via a website) the intended recipient is treated as having agreed to receive documents or information in that manner under paragraph 10 of Schedule 3 of the General Regulations.
5. Any Member or Trustee of the Charity, by virtue of becoming a Member of the Charity and by providing the Charity with his or her email address or similar, is taken to have agreed to receive communications from the Charity in Electronic Form at that address, unless the Member has indicated to the Charity his or her unwillingness to receive such communications in that form.
6. When communicating any notice or proposal via a website, the Trustees must take reasonable steps to ensure that Members and Trustees are promptly notified of the publication of any such notice or proposal.

***Charity's deemed agreement to electronic communications***

7. If the Charity sends or supplies documents or information to another person in Electronic Form:
- (a) the Charity is treated as having agreed to accept a response in Electronic Form; and
  - (b) where the document or information is sent or supplied by the Charity by Electronic Means from an electronic address, or the Charity has given such an address in the document or information (subject to any limitations specified when providing that address), the Charity is treated as having agreed to the response being sent by Electronic Means to that address.

***Deemed delivery***

8. Where any document or information is sent or supplied by the Charity to the Trustees or the Members of the Charity:
- (a) where it is sent by post it is deemed to be received 72 hours after it is posted;

- (b) where it is sent or supplied by Electronic Means (for example by email) it is deemed to be received on the same day that it is sent;
  - (c) where it is sent or supplied by means of a website, it is deemed to be received:
    - i. when the material is first made available on the website; or
    - ii. if later, when the intended recipient received (or is treated as having received) notice of the fact that the material is available on the website.
9. The intended recipient of a document or information may agree generally or specifically with the Charity that it is deemed to be received within a shorter period than that specified in paragraph 8 of this Schedule 3.

#### **SCHEDULE 4 – LIST OF FIRST TRUSTEES**

Mrs Gillian Mary Allison, Branch Director, whose term of office expires 31<sup>st</sup> March 2019

Mr Alan Murray Boden

Mrs Susan Clark

Mr Martin Bernard Collingwood

Mr Graham Michael Davison

Dr Suzanne Fiona Davison

Mr John Robert Siddle Littlefair

Mr Ian Michael McPhee

Ms Leah Robinson