



Charity number: 1204680

CIO FOUNDATION CONSTITUTION

THE DELLA FISH FOUNDATION

Formed on 2023

TRETHOWANS

The Pavilion
Botleigh Grange Business Park
Hedge End
Southampton
SO30 2AF
Ref: COS91/1

CIO Foundation Constitution

Constitution of a Charitable Incorporated Organisation

whose only voting members are its charity trustees

1 NAME

- 1.1 The name of the Charitable Incorporated Organisation (“the CIO”) is The Della Fish Foundation.

2 NATIONAL LOCATION OF PRINCIPAL OFFICE

- 2.1 The CIO must have a principal office in England or Wales. The principal office of the CIO is in England.

3 OBJECTS

- 3.1 The objects of the CIO are the promotion, development and advancement of medical education for the public benefit, with a particular focus on, but not exclusively, postgraduate medical education and the application of Worthwhile Education, in such ways as the Trustees think fit, so as to advance the knowledge and education of the medical profession with a view to improving service and outcomes for patients, service users and their families and carers and the general public.

4 POWERS

- 4.1 The CIO has power to do anything which is calculated to further its Objects or is conducive or incidental to doing so. In particular, the CIO has power to:
- 4.1.1 train, equip, commission and support or to assist in the education of, any people or organisations in connection with advancement of the Objects;
 - 4.1.2 provide and/or arrange and/or participate in meetings, lectures, seminars, conferences, and education courses for the furtherance of the Objects;
 - 4.1.3 provide grants in advancement of the Objects;
 - 4.1.4 borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed. The CIO must comply as appropriate with sections 124 and 125 of the Charities Act 2011, if it wishes to mortgage land;
 - 4.1.5 buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
 - 4.1.6 sell, lease or otherwise dispose of all or any part of the property belonging to the CIO. In exercising this power, the CIO must comply as appropriate with sections 117 and 119-123 of the Charities Act 2011;

- 4.1.7 employ and remunerate such staff as are necessary for carrying out the work of the CIO. The CIO may employ or remunerate a Trustee only to the extent that it is permitted to do so by clause 6 and provided it complies with the conditions of that clause;
- 4.1.8 deposit or invest funds, employ a professional fund-manager, and arrange for the investments or other property of the CIO to be held in the name of a nominee, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;
- 4.1.9 to produce, sell or otherwise distribute literature, audio and visual aids, and other media of communication, but not so as to constitute permanent trading on the part of the CIO except it is a direct means of furthering the objects;
- 4.1.10 to set up support or administer other trusts or funds or act as trustee, custodian trustee, holding trustee, trust corporation or in any other fiduciary capacity and to charge reasonable fees for acting as trustee at rates calculated to cover the costs incurred by the CIO; and
- 4.1.11 to do anything within the law which promotes or helps to promote the Objects.

5 APPLICATION OF INCOME AND PROPERTY

- 5.1 The income and property of the CIO must be applied solely towards the promotion of the Objects however:
 - 5.1.1 a Trustee is entitled to be reimbursed from the property of the CIO or may pay out of such property reasonable expenses properly incurred by him or her or they when acting on behalf of the CIO;
 - 5.1.2 A Trustee may benefit from trustee indemnity insurance cover purchased at the CIO's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.
- 5.2 None of the income or property of the CIO may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member of the CIO.
- 5.3 Nothing in this clause shall prevent a Trustee or connected person receiving any benefit or payment which is authorised by clause 6.

6 BENEFITS AND PAYMENTS TO TRUSTEES AND CONNECTED PERSONS

6.1 General provisions

- 6.1.1 No Trustee or connected person may:
 - (a) buy or receive any goods or services from the CIO on terms preferential to those applicable to members of the public;
 - (b) sell goods, services, or any interest in land to the CIO;
 - (c) be employed by, or receive any remuneration from, the CIO;
 - (d) receive any other financial benefit from the CIO;

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

In this clause, a “financial benefit” means a benefit, direct or indirect, which is either money or has a monetary value.

6.2 Scope and powers permitting Trustees’ or connected persons’ benefits

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

6.3 Payment for support of good only – controls

- 6.3.1 The CIO and its Trustees may only rely upon the authority provided by clause 6.2.3 if each of the following conditions is satisfied:
 - (a) The amount or maximum amount of the payment for the goods is set out in a written agreement between the CIO and the Trustee or connected person supplying the goods (“the Supplier”).
 - (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 Trustees are satisfied that it is in the best interests of the CIO to contract with the Supplier rather than with someone who is not a Trustee or connected person. In reaching that decision the Trustees must balance the advantage of contracting with a Trustee or connected person against the disadvantages of doing so.

- (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 CIO.
- (e) The Supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees is present at the meeting.
- (f) The reason for their decision is recorded by the Trustees in the minute book.
- (g) A majority of the Trustees then in office are not in receipt of remuneration or payments authorised by clause 6.

6.4 In clauses 6.2 and 6.3:

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

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

6.4.2 "connected person" includes any person within the definition set out in clause 29.

7 CONFLICTS OF INTEREST AND CONFLICTS OF LOYALTY

7.1 A Trustee must:

- 7.1.1 declare the nature and extent of any interest, direct or indirect, which they have in a proposed transaction or arrangement with the CIO or in any transaction or arrangement entered into by the CIO which has not previously been declared; and
- 7.1.2 absent themselves from any discussions of the Trustees in which it is possible that a conflict of interest will arise between their duty to act solely in the interests of the CIO and any personal interest (including but not limited to any financial interest).

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

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

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

9 TRUSTEES

9.1 Functions and duties of Trustees

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

- (a) to exercise their powers and to perform their functions in their capacity as a trustee of the CIO in the way they decide in good faith would be most likely to further the purposes of the CIO; and

- (b) to exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to:
 - (i) any special knowledge or experience that they have or holds themselves out as having; and,
 - (ii) if that individual acts as a Trustee of the CIO in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.

9.2 Eligibility for trusteeship

9.2.1 Every Trustee must be a natural person.

9.2.2 No individual may be appointed as a Trustee of the CIO:

- (a) if they are under the age of 16 years; or
- (b) if they would automatically cease to hold office under the provisions of clause 12.1.5.

9.2.3 No one is entitled to act as a Trustee whether on appointment or on any re-appointment until they have expressly acknowledged, in whatever way the Trustees decide, their acceptance of the office of Trustee.

9.3 Number of Trustees

9.3.1 There must be at least three Trustees. If the number falls below this minimum, the remaining Trustee or Trustees may act only to call a meeting of the Trustees, or appoint a new Trustee.

9.3.2 There is no maximum number of Trustees that may be appointed to the CIO.

9.4 First Trustees

9.4.1 The first Trustees are as follows and are appointed for the following terms of office (which shall commence on the date of formation of the CIO):

- (a) LINDA MARY de COSSART CBE for 4 years;
- (b) TIMOTHY MARK ANSTEE for 4 years;
- (c) JANE TOMKINSON for 3 years;
- (d) REV CANON MICHAEL JOHN DEREK IRVING for 3 years;
- (e) LYNNE NOREENA THOROGOOD for 3 years;
- (f) SABENA JAMEEL-CHOUDHURY for 3 years.

10 APPOINTMENT OF TRUSTEES

- 10.1 Apart from the first Trustees appointed in accordance with clause 9.4, every trustee must be appointed for a term of three years by a resolution passed at a properly convened meeting of the Trustees.
- 10.2 In selecting individuals for appointment as Trustees, the Trustees must have regard to the skills, knowledge and experience needed for the effective administration of the CIO.
- 10.3 No person may be appointed as a Trustee by a resolution of the Trustees in accordance with clause 10.1 unless:
- 10.3.1 they have been recommended for appointment by one or more of the Trustees in such format as determined by the Trustees from time to time; and
 - 10.3.2 they have signed a Commission trustee declaration confirming their eligibility to act.

11 INFORMATION FOR NEW TRUSTEES

- 11.1 The Trustees will make available to each new Trustee, on or before their first appointment:
- 11.1.1 a copy of the current version of this constitution; and
 - 11.1.2 a copy of the CIO's latest Trustees' Annual Report and statement of accounts.

12 RETIREMENT AND REMOVAL OF TRUSTEES

- 12.1 A Trustee ceases to hold office if he, she or they:
- 12.1.1 retires by notifying the CIO in writing (but only if enough Trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings);
 - 12.1.2 is absent without the permission of the Trustees from all their meetings held within a period of six months and the Trustees resolve that his or her or their office be vacated;
 - 12.1.3 dies;
 - 12.1.4 in the written opinion, given to the company, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a charity trustee and may remain so for more than three months;
 - 12.1.5 is disqualified from acting as a charity trustee by virtue of sections 178-180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision);
 - 12.1.6 is removed by a resolution of the other Trustees passed by not less than two thirds of the other Trustees provided it is resolved as being in the best interests of the CIO; and provided that the Trustee in question is given at least 14 clear days' notice in writing of their proposed removal and given the opportunity to provide a response to the other Trustees (either in writing or in person) before the resolution is considered.
- 12.2 Any person retiring as a Trustee is eligible for reappointment.

13 TAKING OF DECISIONS BY TRUSTEES

- 13.1 Any decision may be taken either:
- 13.1.1 at a meeting of the Trustees (which may be held in person, Virtually, or by a hybrid mixture of both); or
 - 13.1.2 by resolution in writing or electronic form agreed by a majority of all of the Trustees, which may comprise either a single document or several documents containing the text of the resolution in like form to which the majority of all of the Trustees has signified their agreement. Such a resolution shall be effective provided that:
 - (a) a copy of the proposed resolution has been sent, at or as near as reasonably practicable to the same time, to all of the Trustees; and
 - (b) the majority of all of the Trustees has signified agreement to the resolution in a document or documents which has or have been authenticated by their signature, by a statement of their identity accompanying the document or documents, or in such other manner as the Trustees have previously resolved, and delivered to the CIO at its principal office or such other place or by electronic means as the Trustees may resolve within 28 days of the circulation date.

14 DELEGATION BY TRUSTEES

- 14.1 The Trustees may delegate any of their powers or functions to a committee or committees, and, if they do, they shall determine the terms and conditions on which the delegation is made. The Trustees may at any time alter those terms and conditions, or revoke the delegation.
- 14.2 This power is in addition to the power of delegation in the General Regulations and any other power of delegation available to the Trustees, but is subject to the following requirements:
- 14.2.1 a committee may consist of two or more persons, but at least one member of each committee must be a Trustee;
 - 14.2.2 the acts and proceedings of any committee must be brought to the attention of the Trustees as a whole as soon as is reasonably practicable; and
 - 14.2.3 the Trustees shall from time to time review the arrangements which they have made for the delegation of their powers.

15 MEETING OF TRUSTEES

- 15.1 Calling meetings
- 15.1.1 Any Trustee may call a meeting of the Trustees.
 - 15.1.2 Subject to that, the Trustees shall decide how their meetings are to be called, and what notice is required.
- 15.2 Chairing of meetings
- 15.2.1 The Trustees may appoint one of their number to chair their meetings and may at any time revoke such appointment. If no-one has been so appointed, or if the person appointed is unwilling to preside or is not present within 10 minutes after

the time of the meeting, the Trustees present may appoint one of their number to chair that meeting.

15.3 Procedure at meetings

15.3.1 No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken. The quorum is two Trustees, or the number nearest to one third of the total number of Trustees, whichever is greater, or such larger number as the Trustees may decide from time to time. A Trustee shall not be counted in the quorum present when any decision is made about a matter upon which they are not entitled to vote.

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

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

15.4 Participation in meetings Virtually by electronic means

15.4.1 A meeting may be held Virtually by suitable electronic means agreed by the Trustees in which each participant may communicate with all the other participants.

15.4.2 Any Trustee participating at a meeting Virtually shall qualify as being present at the meeting.

15.4.3 Meetings held Virtually must comply with rules for meetings, including chairing and the taking of minutes.

16 MEMBERSHIP OF THE CIO

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

16.2 Any Member and Trustee who ceases to be a Trustee automatically ceases to be a Member of the CIO.

17 DECISIONS WHICH MUST BE MADE BY THE MEMBERS OF THE CIO

17.1 Any decision to:

17.1.1 amend the constitution of the CIO;

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

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

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

17.2 Decisions of the Members may be made either:

- 17.2.1 by resolution at a general meeting; or
 - 17.2.2 by resolution in writing, in accordance with clause 17.4.
- 17.3 Any decision specified in clause 17.1 must be made in accordance with the provisions of clause 27, clause 28, or the provisions of the Charities Act 2011, the General Regulations or the Dissolution Regulations as applicable. Those provisions require the resolution to be agreed by a 75% majority of those Members voting at a general meeting, or agreed by all Members in writing.
- 17.4 Except where a resolution in writing must be agreed by all the Members, such a resolution may be agreed by a simple majority of all the Members who are entitled to vote on it. Such a resolution shall be effective provided that:
- 17.4.1 a copy of the proposed resolution has been sent to all the Members eligible to vote; and
 - 17.4.2 the required majority of Members has signified its agreement to the resolution in a document or documents which are received at the principal office within the period of 28 days beginning with the circulation date. The document signifying a Member's agreement must be authenticated by their signature, by a statement of their identity accompanying the document, or in such other manner as the CIO has specified.

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

18 GENERAL MEETINGS OF MEMBERS

- 18.1 Calling of general meetings of Members:
- 18.1.1 The Trustees may designate any of their meetings as a general meeting of the Members of the CIO. The purpose of such a meeting is to discharge any business which must by law be discharged by a resolution of the Members of the CIO as specified in clause 17.
- 18.2 Notice of general meetings of members
- 18.2.1 The minimum period of notice required to hold a general meeting of the Members of the CIO is 14 days.
 - 18.2.2 Except where a specified period of notice is strictly required by another clause in this constitution, by the Charities Act 2011 or by the General Regulations, a general meeting may be called by shorter notice if it is so agreed by a majority of the Members of the CIO.
 - 18.2.3 Proof that an envelope containing a notice was properly addressed, prepaid and posted; or that an electronic form of notice was properly addressed and sent, shall be conclusive evidence that the notice was given. Notice shall be deemed to be given 48 hours after it was posted or sent.
- 18.3 Procedure at general meetings of Members

- 18.3.1 The provisions in clauses 15.2 to 15.4 governing the chairing of meetings, procedure at meetings and participation in meetings Virtually and/or by electronic means apply to any general meeting of the Members, with all references to Trustees to be taken as references to Members.

19 SAVING PROVISIONS

- 19.1 Subject to clause 19.2, all decisions of the Trustees, or of a committee of Trustees, shall be valid notwithstanding the participation in any vote of a Trustee:

- 19.1.1 who was disqualified from holding office;
- 19.1.2 who had previously retired or who had been obliged by the constitution to vacate office;
- 19.1.3 who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise;

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

- 19.2 Clause 19.1 does not permit a Trustee to keep any benefit that may be conferred upon him or her by a resolution of the Trustees or of a committee of Trustees if, but for clause 19.1, the resolution would have been void, or if the Trustee has not complied with clause 7.

20 EXECUTION OF DOCUMENTS

- 20.1 The CIO shall execute documents either by signature or by affixing its seal (if it has one).
- 20.2 A document is validly executed by signature if it is signed by at least two of the Trustees.
- 20.3 If the CIO has a seal:
- 20.3.1 it must comply with the provisions of the General Regulations; and
- 20.3.2 the seal must only be used by the authority of the Trustees or of a committee of Trustees duly authorised by the Trustees. The Trustees may determine who shall sign any document to which the seal is affixed and unless otherwise so determined it shall be signed by two Trustees.

21 USE OF ELECTRONIC COMMUNICATIONS

- 21.1 General
- 21.1.1 The CIO will comply with the requirements of the Communications Provisions in the General Regulations and in particular:
- (a) the requirement to provide within 21 days to any Member on request a hard copy of any document or information sent to the member otherwise than in hard copy form;
- (b) any requirements to provide information to the Commission in a particular form or manner.

21.2 To the CIO

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

21.3 By the CIO

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

21.3.2 The Trustees must:

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

22 KEEPING OF REGISTERS

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

23 MINUTES

23.1 The Trustees must keep minutes of all:

23.1.1 appointments of officers made by the Trustees;

23.1.2 proceedings at general meetings of the CIO;

23.1.3 meetings of the Trustees and committees of Trustees including:

- (a) the names of the Trustees present at the meeting;
- (b) the decisions made at the meetings; and
- (c) where appropriate the reasons for the decisions;

23.1.4 decisions made by the Trustees otherwise than in meetings.

24 ACCOUNTING RECORDS, ACCOUNTS, ANNUAL REPORTS AND RETURNS, REGISTER MAINTENANCE

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

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

25 RULES

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

26 DISPUTES

- 26.1 If a dispute arises between Members of the CIO about the validity or propriety of anything done by the Members under this constitution, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

27 AMENDMENT OF CONSTITUTION

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

- 27.1 This constitution can only be amended:
- 27.1.1 by resolution agreed in writing by all Members of the CIO; or
 - 27.1.2 by a resolution passed by a 75% majority of those voting at a general meeting of the Members of the CIO called in accordance with clause 18.
- 27.2 Any alteration of clause 3, clause 28, this clause 27, or of any provision where the alteration would provide authorisation for any benefit to be obtained by Trustees or Members of the CIO or persons connected with them, requires the prior written consent of the Commission.
- 27.3 No amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid.
- 27.4 A copy of every resolution amending the constitution, together with a copy of the CIO's constitution as amended must be sent to the Commission by the end of the period of 15 days beginning with the date of passing of the resolution, and the amendment does not take effect until it has been recorded in the Register of Charities.

28 VOLUNTARY WINDING UP OR DISSOLUTION

- 28.1 As provided by the Dissolution Regulations, the CIO may be dissolved by resolution of its Members. Any decision by the Members to wind up or dissolve the CIO can only be made:
- 28.1.1 at a general meeting of the Members of the CIO called in accordance with clause 18, of which not less than 14 days' notice has been given to those eligible to attend and vote:
 - (a) by a resolution passed by a 75% majority of those voting, or
 - (b) by a resolution passed by decision taken without a vote and without any expression of dissent in response to the question put to the general meeting;
or
 - 28.1.2 by a resolution agreed in writing by all Members of the CIO.

- 28.2 Subject to the payment of all the CIO's debts:
- 28.2.1 Any resolution for the winding up of the CIO, or for the dissolution of the CIO without winding up, may contain a provision directing how any remaining assets of the CIO shall be applied.
 - 28.2.2 If the resolution does not contain such a provision, the Trustees must decide how any remaining assets of the CIO shall be applied.
 - 28.2.3 In either case the remaining assets must be applied for charitable purposes the same as or similar to those of the CIO.
- 28.3 The CIO must observe the requirements of the Dissolution Regulations in applying to the Commission for the CIO to be removed from the Register of Charities, and in particular:
- 28.3.1 the Trustees must send with their application to the Commission:
 - (a) a copy of the resolution passed by the Members of the CIO;
 - (b) a declaration by the Trustees that any debts and other liabilities of the CIO have been settled or otherwise provided for in full; and
 - (c) a statement by the Trustees setting out the way in which any property of the CIO has been or is to be applied prior to its dissolution in accordance with this constitution;
 - 28.3.2 the Trustees must ensure that a copy of the application is sent within seven days to every Member and employee of the CIO, and to any Trustee of the CIO who was not privy to the application.
- 28.4 If the CIO is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

29 INTERPRETATION

29.1 In this constitution:

the “ Charities Act ” or “the Charities Act 2011 ”	means the Charities Act 2011 (or any statutory re-enactment or modification of it);
“ charity trustee ”	has the meaning prescribed by the Charities Act;
“the CIO ”	means the Charitable Incorporated Organisation governed by this constitution;
the “ Commission ”	means the Charity Commission for England and Wales or any body which replaces it;
“ Communications Provisions ”	means the Communications Provisions in Part 9 of the General Regulations;
“ connected person ”	Means:

	<p>(a) a child, parent, grandchild, grandparent, brother or sister of the Trustee;</p> <p>(b) the spouse or civil partner of the Trustee or of any person falling within sub-clause (a) above;</p> <p>(c) a person carrying on business in partnership with the Trustee or with any person falling within sub-clause (a) or (b) above;</p> <p>(d) an institution which is controlled –</p> <p style="padding-left: 40px;">(i) by the Trustee or any connected person falling within sub-clause (a), (b), or (c) above; or</p> <p style="padding-left: 40px;">(ii) by two or more persons falling within sub-clause (d)(i), when taken together</p> <p>(e) a body corporate in which –</p> <p style="padding-left: 40px;">(i) the Trustee or any connected person falling within sub-clauses (a) to (c) has a substantial interest; or</p> <p style="padding-left: 40px;">(ii) two or more persons falling within sub-clause (e)(i) who, when taken together, have a substantial interest.</p> <p>Section 118 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this constitution;</p>
“Dissolution Regulations”	means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012;
“Electronic means”	refers to a document or information sent or supplied in electronic form where it is sent or supplied by electronic means (for example by email or fax), or by any other means while in an electronic form (for example sending a disc by post) and/or communication that takes place by electronic means (which includes telephone and video communications);
“General Regulations”	means the Charitable Incorporated Organisations (General) Regulations 2012;
“Members” and “Membership”	refer to the membership of the CIO;
“Objects”	means the Objects of the CIO as defined in clause 3;
“Trustee” or “Trustees”	means a charity trustee of the CIO;

“Virtually”	means by telephone link, video link, or other technology enabling all participants to communicate (which includes both incoming and outgoing communication) with one another in real time without being physically present in the same place;
“Worthwhile Education”	is broadly agreed by educators to involve education which promotes open minds, liberate thinking, encourage critique, explore the foundations of good practice and develop creativity and to nurture and involve the learner in intrinsic motivation.

- 29.2** Expressions not otherwise defined which are defined in the General Regulations have the same meaning;
- 29.3** References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.