Fairfield Association Draft CIO Constitution V3

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1. Name

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

The Fairfield Association

2. National location of principal office

The principal office of the CIO is in England.

3. Objects

The objects of the CIO are:

a. The preservation, enhancement and maintenance of public areas and amenities in the City of Lancaster, in particular the Fairfield area, for the benefit of the public.

b. The public areas referred to in 3(a) include, but are not limited to:

- The Fairfield Millennium Green and Community Orchard
- Fairfield Green, also known as Fairfield Playground
- Fairfield Nature Reserve, previously known as Flora and Fauna Nature Reserves
- Aldcliffe Road Triangle

Nothing in this constitution shall authorise an application of the property of the CIO for purposes which are not charitable.

4. Designated Land

(1) The CIO owns or leases land for the direct furtherance of its charitable objects, including land used as nature reserves, community greens, orchards and open spaces. All such land is managed by the CIO.

(2) The following land is currently owned or leased by the CIO and managed by it as land designated for its specific charitable purposes:

- The Fairfield Millennium Green and Community Orchard
- Fairfield Green, also known as Fairfield Playground
- Fairfield Nature Reserve, previously known as Flora and Fauna Nature Reserves
- Aldcliffe Road Triangle

The CIO may, in the future, own or lease other land for the same purposes, and manage it accordingly. All such land is referred to in this constitution as “the Designated Land”.

(3) The trustees must hold and manage the Designated Land for the permanent benefit of the public and for the advancement of the CIO's objects.

(4) The trustees must take all reasonable steps to preserve the Designated Land as protected open space, nature reserve land and environmental amenity land.

(5) The trustees must manage that part of the Designated Land known as The Fairfield Millennium Green and Community Orchard in accordance with the aims and principles set out in Appendix 1 to this constitution.

5. Restriction on Disposal of Designated Land

(1) The Designated Land is fundamental to the fulfilment of the CIO's objects.

(2) The trustees must not sell, transfer, lease for more than 21 years, mortgage, exchange or otherwise dispose of any part of the Designated Land unless:

(a) the trustees are satisfied that the disposal is necessary in order to further the objects of the CIO; and

(b) the proposal has been approved by a resolution passed by not less than 75% of the members present and eligible to vote at a general meeting; and

(c) the prior written consent of the Charity Commission has been obtained.

(3) When considering any proposal affecting the Designated Land, the trustees must have particular regard to:

(a) the ecological and environmental value of the land;

(b) the importance of the land as open space for the community; and

(c) the intention of the CIO that the land should remain permanently protected for public benefit.

(4) The trustees must not dispose of the whole of the Designated Land if doing so would prevent the CIO from fulfilling its objects.

6. Powers

The CIO can do anything lawful to carry out its objects. In particular, the CIO can:

(1) Raise funds and receive grants and donations.

(2) Borrow money and use its property as security for that borrowing, subject to the relevant provisions of the Charities Act 2011 in relation to land.

(3) Acquire, lease, rent, hire, manage or otherwise obtain land and property, and maintain and equip it for use.

(4) Sell, rent or otherwise dispose of its property, subject to the restrictions set out in clause 5 (Restriction on Disposal of Designated Land) and the relevant provisions of the Charities Act 2011.

(5) Maintain nature reserves, community greens, orchards and public open spaces in furtherance of the CIO's objects.

(6) Provide facilities for recreation and environmental education for the benefit of the public.

(7) Employ and pay staff or contractors as needed to carry out the CIO's work. A trustee may only be employed or paid by the CIO to the extent permitted under clause 8.

(8) Recruit and coordinate volunteers.

(9) Cooperate with local authorities, other charities and voluntary organisations.

(10) Insure the CIO's property, activities, trustees, members and volunteers against relevant risks.

(11) Open and operate bank accounts and other accounts as needed and invest funds or delegate their management in accordance with the Trustee Act 2000.

Note: *When exercising certain powers — particularly those relating to borrowing, disposing of property and investment — trustees should take appropriate legal advice. These powers are subject to specific provisions of the Charities Act 2011 and the Trustee Act 2000.*

7. How income and property must be used

(1) The CIO's income and property must be used solely to carry out its objects and must not be used for any other purpose.

(2) A trustee may be reimbursed for reasonable expenses they have properly incurred while acting on behalf of the CIO.

(3) A member who is not a trustee may also be reimbursed for reasonable expenses they have properly incurred while carrying out work on behalf of the CIO.

(4) No part of the CIO's income or property may be paid or transferred, directly or indirectly, to any member or connected person as a profit, dividend or bonus.

(5) The trustees must keep the CIO's buildings, structures and fixed assets in good repair and insure them to their full reinstatement value. They must also maintain adequate insurance for the CIO's activities, trustees, members and volunteers, including public liability and employer's liability insurance. The CIO may also provide trustee indemnity insurance as permitted by section 189 of the Charities Act 2011.

(6) The following activities are permitted for members, and persons connected to them, who are not trustees:

(a) receiving a benefit from the CIO as one of its beneficiaries provided that the benefit is available to the beneficiaries as a whole;

(b) buying or receiving goods or services from the CIO on fair and reasonable terms;

(c) selling goods, services or an interest in land to the CIO on fair and reasonable terms;

(d) being employed by or paid by the CIO on fair and reasonable terms;

(e) receiving interest on money lent to the CIO, at a rate no higher than the Bank of England base rate;

(f) receiving rent for premises they let to the CIO, provided the rent and lease terms are fair and reasonable; or

(g) taking part in the CIO's normal trading and fundraising activities on the same terms as members of the public.

(7) Clause 8 sets out when trustees and persons connected to them may receive benefits or payments. Nothing in clause 7 affects what is permitted under clause 8.

8. Payments and benefits for trustees and connected persons

(1) The general rule

Unless a payment or benefit is specifically permitted under clause 8(2) below, or has been approved in advance in writing by the Charity Commission, no trustee or connected person may:

(a) buy or receive goods or services from the CIO on terms more favourable than those available to members of the public;

(b) sell goods, services or an interest in land to the CIO;

(c) be employed by or receive payment from the CIO; or

(d) receive any other financial benefit from the CIO.

In this clause "financial benefit" means any benefit – direct or indirect – that is either money or has a monetary value.

(2) When payments and benefits are permitted

The following are permitted, provided they are in the interests of the CIO:

(a) A trustee or connected person may benefit from the CIO as a beneficiary, provided that the benefit is open to the CIO's beneficiaries as a whole.

(b) A trustee or connected person may enter into a contract to supply goods or services to the CIO where this is permitted by, and complies with the conditions set out in, sections 185 to 188 of the Charities Act 2011.

(c) A trustee or connected person may receive interest on money lent to the CIO, at a rate no higher than the Bank of England base rate.

(d) A trustee or connected person may receive rent for premises they let to the CIO, provided the rent and lease terms are fair and reasonable. Any trustee who has an interest in such an arrangement must withdraw from any meeting at which the arrangement or its terms are being discussed.

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

(3) In clauses 7 and 8:

(a) "the CIO" includes any company in which the CIO:

i. holds more than 50% of the shares; or

ii. controls more than 50% of the voting rights attached to the shares; or

iii. has the right to appoint one or more directors to the board.

(b) "connected person" has the meaning given in clause 32 (Definitions).

9. Conflicts of interest and conflicts of loyalty

(1) A trustee must declare the nature and extent of any interest – direct or indirect – that they or a person connected to them have in:

(a) any proposed transaction or arrangement involving the CIO; or

(b) any transaction or arrangement already entered into by the CIO that has not previously been declared.

(2) A trustee must withdraw from any discussion where there is a real risk that their personal interests could conflict with their duty to act solely in the interests of the CIO. This applies to financial interests but also to conflicts of loyalty – for example where a trustee has a close personal relationship, including a friendship, with someone who stands to benefit from a decision the CIO is making.

(3) A trustee who withdraws from a discussion under this clause must not vote on the matter and must not be counted as part of the quorum for that decision.

10. Members' financial liability if the CIO closes

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

11. Membership

(1) Who can join

Membership of the CIO is open to:

(a) any individual aged 16 or over who supports the objects of the CIO; and

(b) any organisation that supports the objects of the CIO, provided that the organisation nominates a named individual aged 16 or over to represent it. That individual must apply for membership using the same process as all other members.

Each member has one vote only, and has the same rights and responsibilities whether they represent an organisation or not.

(2) Transfer of membership

Membership of the CIO cannot be transferred to anyone else except as provided in clause 11(5).

(3) How to join

The trustees:

(a) may require applications for membership to be made in any reasonable way they decide;

(b) must, if they approve an application, notify the applicant of their decision within 21 days;

(c) may refuse an application if they believe it is in the best interests of the CIO to do so;

(d) must, if they refuse an application, give the applicant their reasons within 21 days and give them the opportunity to appeal against the refusal; and

(e) must give fair consideration to any appeal and inform the applicant of their decision. A decision to uphold a refusal is final.

(4) Members' duty

Every member must use their membership rights in the way they genuinely believe will best further the purposes of the CIO.

(5) Ending membership

(a) Membership ends if:

i. the member dies; or

ii. in the case of a member representing an organisation, the organisation ceases to exist; or

iii. the member gives written notice of resignation to the trustees; or

iv. any membership fee owed by the member remains unpaid for more than six months; or

v. the trustees decide it is in the best interests of the CIO to remove the member and pass a resolution to that effect; or

vi. in the case of a member representing an organisation, the organisation nominates a new representative.

Where membership ends because of a change in organisational representative rather than any fault on the member's part, the outgoing representative may reapply for individual membership in the normal way.

(b) Before removing a member the trustees must:

i. tell the member why they are considering removing them;

ii. give the member at least 21 clear days to make representations to the trustees as to why they should not be removed;

iii. consider the matter at a properly called trustees' meeting;

iv. take into account anything the member says in their defence; and

v. allow the member, or their representative, to speak at that meeting if they wish to do so.

(6) Membership fees

The CIO may charge members a reasonable membership fee. Any fee must be approved by the trustees.

(7) Register of members

The CIO must keep a register of members in accordance with its legal obligations under the General Regulations.

12. How members make decisions

(1) General

All decisions of the members must be made by vote at a general meeting. Member decisions are not made by written resolution outside of general meetings. Decisions that must be made in a particular way are set out in clause 12(3) below.

Clause 12 applies to decisions of the members as a whole. It does not apply to decisions made by committees or subgroups acting under authority delegated by the trustees under clause 20.

(2) Decisions made by vote at a general meeting

The procedure for voting at general meetings, including notice requirements, quorum and majorities, is set out in clause 13.

(3) Decisions that must be made in a particular way

The following decisions must be made in the way specified:

(a) A decision to remove a trustee must be made in accordance with clause 17(2).

(b) A decision to change this constitution must be made in accordance with clause 30 (Amending this constitution).

(c) A decision to wind up or dissolve the CIO must be made in accordance with clause 31 (Voluntary winding up or dissolution). A decision to amalgamate or transfer the CIO's activities to one or more other CIOs must be made in accordance with the Charities Act 2011.

13. General meetings of members

(1) Types of general meeting

The CIO must hold an annual general meeting (AGM) within 12 months of the adoption of this constitution. Subsequent AGMs must be held at intervals of not more than 15 months.

The AGM must receive:

(a) the annual statement of accounts;

(b) the trustees' annual report;

(c) annual reports from any sub-groups or committees with delegated authority that the trustees request; and

(d) details of any candidates standing for election as trustee or officer.

It must also elect trustees as required under clause 15 and officers as required under clause 21(3).

All general meetings other than annual general meetings are called special general meetings and may be held at any time.

All general meetings must be held in person. In exceptional circumstances beyond the charity's control where it is impossible or impracticable to hold the meeting in person – such as a public health emergency, a civil emergency, or a legal prohibition on public gatherings – the trustees may direct that a general meeting be held by electronic means. Any such direction shall apply only for as long as the exceptional circumstance continues, and general meetings must revert to being held in person as soon as it is reasonably practicable to do so.

(2) Arranging general meetings

(a) The trustees may arrange a special general meeting at any time.

(b) The trustees must arrange a special general meeting if requested to do so in writing by at least 10% of members. The request must state the business to be discussed, which must be lawful and not frivolous or vexatious. The meeting must be held within 42 days of the written request being received. If there has not been a general meeting for more than 15 months, the threshold is reduced to 5%.

(c) If the trustees fail to arrange the meeting, the members who made the request may arrange it themselves. The meeting must take place within three months of the original request.

(d) Any reasonable expenses incurred by the members in arranging the meeting must be reimbursed by the CIO. The CIO may then recover those costs from the trustees responsible for the failure.

(3) Notice of general meetings

(a) At least 14 clear days notice of any general meeting must be given to all members.

(b) Notice must be given by email to any member who has provided the charity with an email address. Notice must be given by post to any member who has not provided an email address.

(c) Members are responsible for ensuring the charity holds a current email address and postal address for them.

(d) The notice must include:

i. the date, time and place of the meeting;

ii. the general nature of the business to be discussed;

iii. the text of any resolution to be proposed, provided it is lawful and not defamatory, frivolous or vexatious;

iv. if a change to the constitution is to be considered, the full text of the proposed change;

v. details of all valid nominations for trustees as described in clause 15(2) and for officers as described in clause 21(3); and

vi. in the case of the AGM, the annual statement of accounts, the trustees' annual report, and any reports from sub-groups or committees with delegated authority that the trustees have requested.

(e) If at least 90% of members present and eligible to vote at the meeting agree, a resolution may be proposed and voted on even if it was not included in the notice. This does not apply where a specific notice period is required by this constitution, the Charities Act 2011 or the General Regulations.

(f) If a notice was properly addressed and sent — whether by post or by email — it counts as having been received, even if the member says it

did not arrive. Notice by email is deemed received 24 hours after sending. Notice by post is deemed received five days after sending.

(g) The proceedings of a meeting are not invalidated if a member did not receive their notice due to an accidental error by the CIO.

(4) Chairing of general meetings

(a) General meetings must be chaired by the person who was chosen as Chair under clause 21 (3).

(b) If there is no such person or they are not present within fifteen minutes of the time appointed for the meeting, a trustee nominated by the trustees shall chair the meeting.

(c) If there is only one trustee present and willing to act, they shall chair the meeting.

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

(5) Quorum at general meetings

(a) No business may be transacted at any general meeting unless a quorum is present when the meeting starts.

(b) The quorum for general meetings is ten, or such greater number as the members may determine by a simple majority vote at a general meeting.

(c) If a meeting has been arranged at the request of members and a quorum is not present within 30 minutes of the start time, the meeting is closed.

(d) If a meeting has been arranged in any other way and a quorum is not present within 30 minutes of the start time, the Chair must adjourn the meeting. The date, time and place at which the meeting will resume must be notified to all members at least seven clear days before the date on which the meeting will resume.

(e) If a quorum is not present within 30 minutes of the start of an adjourned meeting, the members present at that point constitute a quorum.

(f) If at any point during a meeting the quorum ceases to be present, the meeting may continue to discuss matters and make recommendations

to the trustees but may not make any formal decisions. If decisions are required, the meeting must be adjourned.

(6) Voting at general meetings

(a) Every member present has one vote.

(b) All decisions other than those requiring a special majority under clause 12(3) shall be decided by a simple majority of votes cast.

(c) Any matter put to a vote shall be decided on a show of hands. A poll may be requested by the chair or by at least 10% of the members present either:

i. before the vote has been taken; or

ii. just after the result of the show of hands has been declared by the chair, but before the meeting moves on to the next item of business.

If a poll is requested, it must be taken immediately.

(d) In the event of an equality of votes, the chair has a second or casting vote.

(e) Any objection to the right of a member to vote must be raised at the meeting at which the vote is cast. The decision of the chair on any such objection is final.

(7) Representation of organisations

Any organisation that is a member of the CIO may appoint a representative to attend and vote at general meetings on its behalf. That representative has the same rights at the meeting as any individual member.

(8) Adjournment of meetings

The chair may adjourn the meeting to another time or place with the consent of those present. Apart from the exceptions set out in clause 13 (3)(c) and clause 15 (2)(c) the adjourned meeting may only deal with business that was on the agenda of the original meeting.

14. Charity trustees

(1) Role and duties of trustees

The trustees are responsible for managing the affairs of the CIO and may exercise all of its powers for that purpose. Each trustee must:

(a) act in the way they genuinely believe will best further the purposes of the CIO; and

(b) exercise reasonable care and skill in carrying out their role.

(2) Who can be a trustee

(a) Every trustee must be an individual. Organisations cannot serve as trustees.

(b) No one may be appointed as a trustee if they are under the age of 16, or if they would automatically lose office under clause 17(1).

(c) No one may act as a trustee until they have formally accepted the role in whatever way the trustees decide.

(d) At least one trustee must be aged 18 or over. If there is no trustee aged 18 or over, the trustees may only act to call a meeting or appoint a new trustee.

(e) Every trustee must be a member of the CIO. If a trustee ceases to be a member for any reason, they also cease to be a trustee with immediate effect.

(f) No one can be a trustee if they disqualified from acting as a charity trustee under the Charities Act 2011 or any subsequent legislation.

(3) Number of trustees

(a) There must be at least three trustees at all times. If the number falls below three, the remaining trustee or trustees may only act to call a meeting or appoint a new trustee.

(b) The maximum number of trustees is nine. No appointment may be made that would take the number above nine.

(4) First trustees

The first trustees of the CIO are:

- Hilary Short — initial term of one year
- Susan Ann Pope — initial term of one year
- Andrew Brennand — initial term of one year
- Michael Alexander Sheppard — initial term of two years
- David Owen Brookes — initial term of two years
- Mark James Tanner — initial term of three years

15. Appointment of trustees

(1) Election by members

Trustees are elected by the members at the AGM. In exceptional circumstances a trustee election may be held at a special general meeting, provided that the nomination requirements in clause 15(2) have been met.

(2) Nomination of trustees

(a) Any member wishing to nominate a candidate for election as trustee at the AGM must submit the nomination to the Secretary at least 28 days before the date of the AGM, together with:

i. the name of the candidate;

ii. the name and signature or email confirmation of a member proposing the nomination;

iii. the name and signature or email confirmation of a second member seconding the nomination; and

iv. confirmation in writing or by email from the candidate that they are willing to stand and that they are not disqualified from acting as a trustee under clause 14 (2).

(b) The Secretary must include details of all valid nominations in the notice of the AGM issued in accordance with clause 13(3)(a).

(c) If no valid nominations are received by the deadline, or if insufficient nominations are received to fill all vacant trustee positions, the trustees may appoint eligible members to fill any remaining vacancies in accordance with clause 15(3).

(3) Term of office

(a) Each trustee serves for a term of three years.

(b) A trustee may be elected for up to four terms of three years, giving a maximum of twelve years continuous service.

(c) A trustee who has served four successive three year terms must stand down and may not be re-elected for at least one year after leaving office.

(d) At the end of each term a trustee may stand for re-election by the members at the AGM, subject to the limits in this clause.

(e) The rules about reappointment after leaving office are set out in clause 18.

(4) Filling vacancies between AGMs

The trustees may appoint any eligible member to fill a vacancy between AGMs. A trustee appointed in this way must then stand for election by the members at the next AGM if they wish to continue as a trustee.

A person who stood for election at an AGM and was not elected by the members may not be appointed by the trustees to fill a vacancy before the next AGM, when they can stand for election again.

(5) First trustees

The first trustees serve the initial terms set out in clause 14(4), after which they are subject to the term limits and re-election provisions of this clause.

16. Information for new trustees

On or before taking up their role, each new trustee must be given:

(a) a copy of this constitution and any amendments made to it;

(b) a copy of the CIO's most recent trustees' annual report and statement of accounts;

(c) a copy of any current trustee induction pack or guidance notes prepared by the trustees; and

(d) access to minutes of all trustee meetings since the CIO was registered.

The trustees are responsible for ensuring that this information is kept up to date and made available to each new trustee promptly.

17. Retirement and removal of trustees

(1) When a trustee leaves office

A trustee ceases to hold office if they:

(a) resign by giving written notice to the CIO;

(b) have been absent from all trustee meetings held over any continuous period of six months without the prior agreement of the trustees, and the trustees formally decide to remove them on that basis;

(c) die;

(d) are confirmed in writing by a registered medical practitioner to be physically or mentally incapable of acting as a trustee, and are likely to remain so for more than three months;

(e) cease to be a member of the CIO;

(f) are removed by the members in accordance with clause 17(2); or

(g) are disqualified from acting as a charity trustee under the Charities Act 2011 or any subsequent legislation.

(2) Removal of a trustee by members

A trustee may be removed from office by a majority of votes cast at a general meeting, provided that:

(a) the removal of that trustee is clearly stated as an item of business in the notice of the meeting issued in accordance with clause 13; and

(b) the trustee concerned has been given at least 14 clear days written notice that their removal is being proposed, together with the reasons for it; and

(c) the trustee concerned has been given a fair opportunity to respond, both in writing and in person at the meeting, before the vote is taken.

18. Reappointment of trustees

(1) A trustee who stands down at the end of their term is eligible for reappointment at the AGM, subject to the term limits set out in clause 15(3).

(2) A trustee who has served the maximum of twelve years continuously must stand down and may not be reappointed for at least one year after leaving office.

(3) A trustee who leaves office before the end of their term — for example by resignation — may be reappointed in the future. The time actually served counts towards the twelve year maximum, not the full term. So a trustee who served one year of a three year term is treated as having served one year, not three.

(4) A trustee who has been disqualified from acting as a charity trustee under the Charities Act 2011 or any subsequent legislation may not be reappointed.

(5) The rules about term limits during continuous service are set out in clause 15(3).

19. How trustees make decisions

Trustees may make decisions either at a meeting or by written resolution.

A decision may be made by written resolution without holding a formal meeting, provided that:

(a) a copy of the proposed resolution is sent to all trustees at or around the same time;

(b) a majority of all trustees indicates their agreement in writing; and

(c) each trustee's agreement is clearly identifiable, either by their signature or by the communication being sent from an email address or account that the CIO holds on record for that trustee.

Trustees must indicate their agreement within 28 days of the resolution being circulated. A trustee who does not respond within that period is treated as not having agreed to the resolution. For the resolution to pass, a majority of all trustees must have indicated their agreement.

For the purposes of this clause, "in writing" includes email, messaging platforms, collaborative workspaces and any other electronic means of written communication, provided the identity of each trustee can be clearly established. A written resolution may be made up of several separate documents or messages across one or more platforms.

A resolution agreed in this way is as valid as one passed at a formal meeting.

20. Delegation by trustees

(1) The trustees may delegate any of their powers or functions to a committee or committees. If they do so, the terms and conditions of any delegation must be set out in writing in accordance with clause 28. The trustees may change those terms and conditions, or withdraw the delegation, at any time.

(2) Any committee set up under this clause must comply with the following requirements:

(a) a committee must have at least two members, and at least one member of each committee must be a trustee;

(b) the decisions and actions of any committee must be reported back to the full trustee body as soon as reasonably practicable;

(c) the trustees must review their delegation arrangements at least once a year to make sure they are still appropriate;

(d) where expenditure exceeds the relevant thresholds set out in the CIO's financial procedures document, any committee or subgroup acting under delegated authority must obtain prior authorisation for the expenditure before it is incurred. The relevant authorisation is described in the financial procedures document. Expenditure incurred without prior authorisation will not be met by the CIO except in exceptional circumstances and with the express agreement of the trustees.

21. Meetings and proceedings of trustees

(1) Calling meetings

(a) Any trustee may call a meeting of the trustees.

(b) The trustees shall agree among themselves how meetings are to be called and what notice is required.

(2) Chairing of meetings

The Chair elected under sub-clause (3) presides at all trustee meetings. If the Chair is absent or unwilling to act at any meeting, the trustees present shall elect one of their number to chair that meeting.

(3) Officers of the CIO

The following officers are elected annually by the members at the AGM:

(a) a Chair, who must be a trustee;

(b) a Secretary, who must be a member but need not be a trustee; and

(c) a Treasurer, who must be a member but need not be a trustee.

Any member wishing to nominate a candidate for election as an officer must submit the nomination at least 28 days before the date of the AGM, together with the name and signature or email confirmation of the member proposing the nomination, the name and signature or email confirmation of a second member seconding the nomination, and confirmation from the candidate that they are willing to stand.

Nominations for Chair and Treasurer must be submitted to the current Secretary. Nominations for Secretary must be submitted to the current Chair. If the relevant position is vacant at the time nominations are due, nominations that would otherwise go to that officer must be submitted to any trustee.

If any officer position becomes vacant between elections, the trustees may appoint a replacement to serve until the next AGM. A person appointed by the trustees to fill a vacancy must stand for election by the members at the next AGM if they wish to continue in the role.

(4) Procedure at meetings

(a) No decision may be made at a trustee meeting unless a quorum is present. The quorum is three trustees. A trustee must not be counted in the quorum for any decision in which they have a conflict of interest under clause 9.

(b) Decisions are made by a simple majority of trustees present and entitled to vote.

(c) In the event of an equality of votes, the Chair has a second or casting vote.

(5) Electronic and hybrid meetings

(a) Trustee meetings may be held:

i. in person;

ii. entirely by electronic means, such as video or telephone conferencing; or

iii. in a hybrid format, with some trustees attending in person and others participating remotely.

(b) A trustee participating remotely is counted as present at the meeting, provided they can communicate with all other participants throughout.

(c) Meetings held by electronic or hybrid means must comply with the same rules as in-person meetings, including chairing and the taking of minutes.

22. Protecting decisions made in good faith

(1) A decision of the trustees, or of a committee of trustees, remains valid even if it later comes to light that one of the trustees who participated:

(a) was disqualified from holding office;

(b) had already retired or was required to vacate office under this constitution;

(c) was not entitled to vote on the matter, for example because of a conflict of interest; or

(d) had a technical defect in their appointment that the trustees were unaware of at the time.

For a decision to remain valid under this clause, two conditions must be met. First, the decision must have been passed by a majority of the remaining trustees. Second, there must have been enough trustees present to form a quorum, not counting the trustee in question.

(2) There are two situations where this protection does not apply.

The first is where a trustee received a personal benefit from a decision that would otherwise have been invalid. In that case the trustee may not keep that benefit.

The second is where the trustee failed to comply with clause 9 (Conflicts of interest and conflicts of loyalty). In that case the decision itself may be declared invalid.

23. Signing documents on behalf of the CIO

(1) The CIO may enter into and sign documents either by the signatures of its trustees or by using an official seal.

(2) Any document signed on behalf of the CIO is validly executed if it is signed by at least two trustees.

(3) The CIO does not currently have a seal. If the trustees decide to adopt a seal in the future, they must comply with the requirements of the General Regulations regarding its use.

24. Electronic communications

(1) The CIO will comply with the requirements of the General Regulations regarding electronic communications with members and trustees.

(2) Any member or trustee who provides the CIO with an email address is taken to have agreed to receive communications from the CIO by email, unless they have told the CIO they do not wish to receive communications in that way.

(3) The CIO publishes key documents on its website. Rather than sending documents as attachments, the CIO will notify members and trustees by email with a link to where the document can be found on the website.

(4) Documents published on the website in this way include:

(a) notices of general meetings;

(b) the annual statement of accounts and trustees' annual report;

(c) minutes of general meetings; and

(d) any other documents or information that the CIO is required or wishes to communicate to its members or trustees.

(5) Any member or trustee who requests a copy of any document will be provided with a digital version by email within 21 days of their request. Where a member does not have access to email or specifically requires a printed copy, the CIO will provide one within 21 days.

(6) Notices of general meetings will be sent to all members by email, or by post where no email address is held. The CIO is legally required to inform members of general meetings, so these notices cannot be opted out of.

Anyone who does not wish to receive them may resign their membership under clause 11(5).

25. Keeping of registers

(1) The CIO must keep a register of its members and trustees in accordance with the General Regulations.

(2) All personal data held in the register is managed in accordance with the CIO's data protection policy and data protection law. Access to the register is restricted to trustees and officers who need it to carry out their responsibilities on behalf of the CIO.

(3) Any member may request confirmation of their own entry in the register and ask for any inaccuracies to be corrected.

(4) The CIO will comply with any request from the Charity Commission to inspect its records in accordance with the Commission's statutory powers under the Charities Act 2011.

(5) All personal data held by the CIO will be kept securely and used only for the purposes for which it was collected.

26. Minutes

The trustees must keep accurate minutes of all:

(a) elections of trustees and officers by the members, and appointments of trustees and officers made by the trustees between AGMs;

(b) proceedings at general meetings of the CIO, including the names of those present, the decisions made and, where appropriate, the reasons for those decisions;

(c) meetings of the trustees and any committees or subgroups established by the trustees, including the names of those present, the decisions made and, where appropriate, the reasons for those decisions; and

(d) decisions made by the trustees by written resolution or electronic communication outside of a formal meeting, including the date of the decision, the resolution agreed and the names of those who agreed it.

Minutes of general meetings must be made available to members on the CIO's website in accordance with clause 24. Minutes of trustee meetings are available to trustees and to new trustees joining the CIO in accordance with clause 16.

27. Accounting records, annual reports and returns

(1) The trustees must comply with their legal duties under the Charities Act 2011 regarding:

(a) keeping proper accounting records;

(b) the preparation and independent examination or audit of the annual statement of accounts; and

(c) the preparation and submission of the trustees' annual report and annual return.

(2) The annual statement of accounts and trustees' annual report must be submitted to the Charity Commission within ten months of the end of each financial year.

(3) The trustees must notify the Charity Commission within 28 days of any change to the details of the CIO held on the Register of Charities.

28. Rules, procedures and processes

(1) The trustees may from time to time make, update or revoke such additional rules, procedures and processes as they consider necessary for the proper running of the CIO. Any such rules, procedures and processes:

(a) must not conflict with any provision of this constitution;

(b) must not conflict with any legal requirement applicable to the CIO; and

(c) must be published on the CIO's website and a copy provided to any member on request.

(2) Members may at a general meeting amend, add to or repeal any rule made under sub-clause (1), provided the proposed change is included in the notice of the meeting. Any such change must not conflict with this constitution or any legal requirement applicable to the CIO.

(3) The trustees must maintain up to date procedures documents covering at minimum:

(a) the financial management of the CIO, including spending authorisation, receipt of income, reimbursement of expenses and financial controls; and

(b) the operation of any committees or subgroups acting under delegated authority from the trustees, including their terms of reference and the scope of their decision-making.

(4) The trustees must also maintain any other policies and documents required by law or by the Charity Commission.

(5) All trustees, officers, members, committees and subgroups must act in accordance with the procedures documents when carrying out any activity on behalf of the CIO.

(6) The existence of separate procedures documents does not diminish the authority of this constitution. In the event of any conflict between a procedures document and this constitution, this constitution prevails.

29. Disputes

If a dispute arises between members of the CIO about the validity or propriety of anything done under this constitution, the parties must first try to resolve it by talking directly with each other in good faith. If the dispute cannot be resolved in this way, the parties must then attempt to resolve it through mediation.

If mediation does not resolve the dispute, the parties may pursue any other remedy available to them.

30. Amending this constitution

(1) This constitution can only be changed by a resolution passed by not less than 75% of the members present and eligible to vote at a general meeting.

(2) The following changes also require the prior written consent of the Charity Commission:

(a) any change to the CIO's objects;

(b) any change to how the CIO's assets are distributed if it is wound up; and

(c) any change that would allow trustees or members to receive financial benefits not currently permitted under this constitution.

(3) Any change that conflicts with the Charities Act 2011 or the General Regulations is invalid.

(4) A copy of any resolution changing this constitution, together with a copy of the amended constitution, must be sent to the Charity Commission within 15 days of the resolution being passed.

31. Voluntary winding up or dissolution

(1) The CIO may be dissolved by a decision of its members. Such a decision can only be made by a resolution passed by not less than 75% of the members present and eligible to vote at a general meeting called in accordance with clause 13.

(2) Before dissolution, the trustees must settle all debts and liabilities. Once this has been done, any remaining assets must be applied for charitable purposes that are the same as, or closely similar to, those of the CIO. The resolution to dissolve may direct how remaining assets are to be applied. If it does not, the trustees must decide. Neither the members nor the trustees have any ongoing personal liability once all debts and liabilities have been settled.

(3) If the CIO still holds any Designated Land at the time of dissolution, the trustees must transfer it to one or more charities committed to maintaining it as:

(a) protected open space;

(b) nature reserve land; or

(c) land for environmental conservation.

The Designated Land must not under any circumstances be distributed to members.

(4) The trustees must apply to the Charity Commission to have the CIO removed from the Register of Charities. Their application must include:

(a) a copy of the resolution passed by the members;

(b) a declaration that all debts and liabilities have been settled or provided for in full; and

(c) a statement setting out how the CIO's remaining assets, including any Designated Land, have been or will be applied.

(5) Within seven days of submitting the application, the trustees must send a copy of it to every member and employee of the CIO, and to any trustee who was not involved in making the application.

(6) If the CIO is wound up in any other circumstances — for example because of insolvency — the relevant provisions of the Dissolution Regulations must be followed. The provisions regarding Designated Land in sub-clause (3) apply in all circumstances, regardless of how the CIO is wound up.

32. Definitions

In this constitution the following terms have the meanings set out below.

"Charity trustee" means a trustee of the CIO. Throughout this constitution the word "trustee" has the same meaning.

"Connected person" means any of the following in relation to a trustee or member:

(a) a child, parent, grandchild, grandparent, brother or sister;

(b) the spouse or civil partner of the trustee or member, or of any person listed in (a) above;

(c) anyone carrying on a business in partnership with the trustee or member, or with any person listed in (a) or (b) above;

(d) any organisation or institution controlled by the trustee or member, or by any person listed in (a), (b) or (c) above, or by two or more such persons together; and

(e) any company in which the trustee or member, or any person listed in (a) to (c) above, holds a substantial interest, or in which two or more such persons together hold a substantial interest.

In each case, the connection is relative to the specific trustee or member referred to in the clause in question.

The term "substantial interest" has the meaning given in section 118 of the Charities Act 2011.

"The General Regulations" means the Charitable Incorporated Organisations (General) Regulations 2012.

"The Dissolution Regulations" means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012.

"The Communications Provisions" means the communications provisions in Part 9, Chapter 4 of the General Regulations.

"Poll" means a counted vote or ballot, usually but not necessarily in writing.

"The Designated Land" has the meaning given in clause 4 of this constitution.

Appendix 1

When the Fairfield Association merged with the Fairfield Millennium Green and Community Orchard (hereinafter 'the Orchard' or 'the Millennium Green') Trust in 2008, the Fairfield Association agreed that the Orchard Trust's Aims and Powers be appended to the Fairfield Association Constitution.

Statement of Aims

The Millenium Green is to:

- make a substantial contribution to the life of the whole community
- be able to be enjoyed by people of all ages and physical abilities
- be open evident to visitors to the Locality as well as inhabitants
- be an attractive place for people to take air and exercise, meet others and pursue leisure activities and pastimes consistent with shared enjoyment of the whole of the land
- include an area suitable for community events and celebrations
- include significant "natural" areas where people can enjoy Nature and wildlife at first hand
- make a positive contribution to the local environment and respect the established character of the area
- remain safely and conveniently accessible from Inhabitants' homes

Powers 4.2

4.2.1 Any building, facility or artificial surfacing existing on or at the Property at the date of imposition of Millennium Green Conditions may be retained and maintained or altered to fulfil some other purpose consistent with the Objects.

4.2.2 A lockable storage building may be constructed for any equipment reasonably needed to maintain the Property.

4.2.3 Children's play equipment and any associated surfacing may be provided to complement the opportunities for informal play on the remainder of the Property.

4.2.4 One or more special features (which may include bandstands and like constructions but not buildings) may be provided on the Property to mark the arrival of the new Millennium.

4.2.5 Surfaced paths as the Trustees consider appropriate may be provided.

4.2.6 A small area of informal car parking space for up to nil cars for use by people with mobility problems may be provided, but provided that:

4.2.6.1 The total ground area of the Property occupied by any such structures and surfacing, taken together, shall not exceed 20 square metres.

4.2.6.2 Such planning and other necessary consents as are required to be obtained shall be obtained for and prior to commencement of any such works.

4.2.6.3 Save for any storage buildings, no part of the Property shall be dedicated for use by one particular group of inhabitants or visitors in such a way as to exclude other inhabitants or visitors from using that part of the land on foot at any time.

4.2.6.4 Nothing in this clause shall prevent the erection and use of structures or equipment for short events that are open to the whole community provided that the structures and equipment are removed at the end of each such event.