

# CHARITABLE INCORPORATED ORGANISATION

## CONSTITUTION

of

### HOLY APOSTOLIC CATHOLIC ASSYRIAN CHURCH OF THE EAST

Date of constitution (last amended):

12 November 2022

#### **1. Name and authority**

- 1.1 The name of the Charitable Incorporated Organisation (the "CIO") is Holy Apostolic Catholic Assyrian Church of the East.
- 1.2 The CIO derives its ecclesiastical authority to function from the Catholicos-Patriarch of the Holy Apostolic Catholic Assyrian Church of the East from time to time (the "Catholicos-Patriarch"), who is presently, His Holiness Mar Awa III, the 122nd successor of the Holy See of Seleucia-Ctesiphon, the Supreme head of the Holy Apostolic Catholic Assyrian Church of the East in the world, and the Chairman of the Holy Synod of the Holy Apostolic Catholic Assyrian Church of the East or from his legitimate canonically consecrated successor.

#### **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, for the public benefit, to advance the Christian faith in the tradition of the Holy Apostolic Catholic Assyrian Church of the East (the "Church") in the United Kingdom, primarily but not exclusively through the provision of a place or places of worship, the administration of the sacraments, rites and ceremonies of the Church according to its usage and forms, the proclamation of the Gospel in accordance with the Church faith, and the production and distribution of literature relating to the Church faith.
- 3.2 Nothing in this constitution shall authorise an application of the property of the CIO for the purposes which are not charitable in accordance with Section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and section 2 of the Charities Act (Northern Ireland) 2008.

#### **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:

*Acquisition, management and disposal of assets*

- 4.1.1 to buy, take on lease, share, hire or otherwise acquire property of any sort;
- 4.1.2 to sell, lease or otherwise dispose of all or any part of the property belonging to the CIO, subject to prior written consent of the Catholicos

Patriarch, and provided that, where applicable, the CIO, and its Trustees, comply with s.117 to 123 of the Charities Act;

- 4.1.3 to borrow money and to charge the whole or any part of the property belonging to the CIO as security, provided that if the CIO wishes to mortgage land, the CIO and its Trustees comply with s.124 to 126 of the Charities Act;
- 4.1.4 to construct, alter, provide, manage, maintain, furnish and fit with all the necessary furniture and other equipment any buildings and any other premises or structures or land;

*Employees and others*

- 4.1.5 subject to Articles 5 and 6, to employ and pay any employees and other staff, consultants, agents and advisers;
- 4.1.6 to make provision for the payment of pensions and other benefits to or on behalf of employees and their dependants;

*Funding*

- 4.1.7 to invite and receive contributions or grants, enter into contracts, seek subscriptions and raise funds in any way including by carrying on trade but not by means of Taxable Trading;
- 4.1.8 to give or receive guarantees or indemnities;

*Activities*

- 4.1.9 to promote or undertake study or research and disseminate the useful results of such research;
- 4.1.10 to produce, print and publish anything in or on any media;
- 4.1.11 to provide grants, scholarships, awards or materials in kind and to provide or procure the provision of services, education, training, consultancy, advice, support, counselling or guidance;
- 4.1.12 to promote and advertise the CIO's activities and to seek to influence public opinion and policy and regulation implemented or proposed to be implemented by government or statutory authorities or other public bodies by undertaking campaigning and, in furtherance of the Objects but not otherwise, the Trustees shall have power to engage in political activity provided that the Trustees are satisfied that the proposed activities will further the purposes of the CIO to an extent justified by the resources committed and the activity is not the dominant means by which the CIO carries out its Objects;
- 4.1.13 to undertake the administration or management (whether as trustee, agent or otherwise) of any charitable trust;
- 4.1.14 to accept any property upon or on any special trusts, or for any institutions or purposes either specified or to be specified by some person other than the Trustees;

### *Collaboration*

- 4.1.15 to establish, promote and otherwise assist in any way any limited company or companies or other bodies for the purpose of furthering in any way the Objects or to acquire property or to undertake any form of trading activity, and to establish the same either as wholly owned subsidiaries of the CIO or jointly with other persons (including government departments or statutory authorities) and to finance them by way of loan or share subscription or other means;
- 4.1.16 to take control of, support, co-operate, federate, merge, join or amalgamate with any other persons;
- 4.1.17 to transfer to or to purchase or otherwise acquire from any person with or without consideration, any property, assets or liabilities, and to perform any of their engagements;
- 4.1.18 to co-operate and enter into any arrangements with any person (including any government department or statutory authority);

### *Banking and Insurance*

- 4.1.19 to open and operate bank accounts and other banking facilities including by using internet banking or other electronic authentication methods;
- 4.1.20 to insure any risks arising from the CIO's activities;
- 4.1.21 to purchase indemnity insurance for the Trustees in accordance with and to the extent permitted by the Charities Act;

### *Investment and Social Investment*

- 4.1.22 to make social investments in accordance with Part 14A of the Charities Act;
- 4.1.23 to invest any money in any investments, securities or properties; and to accumulate and set aside funds for special purposes or as reserves in accordance with a reserves policy; and to accumulate expendable endowment;
- 4.1.24 to delegate upon such terms and at such reasonable remuneration as the CIO may think fit to an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000 ("the Managers") the management of investments (being assets capable of producing income which may also increase in capital value), provided that:-
  - (a) the delegated powers shall be exercisable only within clear policy guidelines set by the Trustees;
  - (b) the Managers are under an obligation to report promptly to the Trustees every transaction carried out by the Managers and the performance of investments managed by them;
  - (c) the Trustees are entitled at any time to review, alter or terminate the delegation arrangement;

- (d) the Trustees review the arrangements for delegation at intervals but so that any failure by the CIO to undertake such reviews shall not invalidate the delegation; and
- (e) the Managers must not do anything outside the powers of the CIO.

4.1.25 to arrange for investments or other property of the CIO to be held in the name of a nominee company acting under the control of the Trustees or of a financial expert acting under their instructions, and to pay any reasonable fee required;

*Other matters*

4.1.26 to do anything else 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.
- 5.2 A Trustee, employee, or member of a committee is entitled to be reimbursed from the property of the CIO or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the CIO.
- 5.3 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.
- 5.4 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 except to any such member that is a charity (as defined in the Charities Act 2011) with one or more charitable objects which is or are the same as or substantially similar to one or more objects of the CIO. This does not prevent a member receiving:
  - 5.4.1 a benefit from the CIO as a beneficiary of the CIO;
  - 5.4.2 reasonable and proper remuneration for any goods or services supplied to the CIO (subject to clause 6 below in regard to Trustees).
- 5.5 Nothing in clause 5.4 shall prevent a Trustee or connected person receiving any benefit or payment which is authorised by Clause 6 or by the Charity Commission ("Commission").

## **6. Benefits and payments to Trustees and connected persons**

### **6.1 General provisions**

- 6.1.1 Subject to clause 6.2, 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 6.4 of this clause or authorised by the court or the Commission. In this clause, a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.

6.2 The Bishop of Western Europe of the Holy Apostolic Catholic Assyrian Church of the East for the time being may, notwithstanding that he may be a Trustee of the CIO, be employed by the CIO on terms to be determined by the Trustees who shall make any relevant decision in compliance with clause 7 (conflict of interest) of this constitution.

6.3 The employment terms of any individual employed in accordance with clause 6.2 shall be subject to an annual review of the Trustees, acting in compliance with clause 7 (conflict of interest) of this constitution.

6.4 Scope and powers permitting Trustees' or connected persons' benefits

6.4.1 A Trustee or connected person may receive a benefit from the CIO as a beneficiary of the CIO provided that a majority of the Trustees do not benefit in this way.

6.4.2 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, section 185 to 188 of the Charities Act.

6.4.3 Subject to clause 6.5 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.

6.4.4 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).

6.4.5 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.

6.4.6 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.

6.5 Payment for supply of goods only – controls

6.5.1 The CIO and its Trustees may only rely upon the authority provided by clause 6.4.3 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.

6.6 In clauses 6.1 and 6.5:

6.6.1 "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;

6.6.2 "connected person" includes any person within the definition set out in clause 31 (Interpretation).

## **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 he or she has in a proposed transaction or arrangement with the CIO or in any transaction or arrangement entered into by the CIO which has not previously been declared; and

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

7.2 Any Trustee absenting himself or herself from any discussions in accordance with this clause 7 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 his or her powers and to perform his or her functions in his or her capacity as a Trustee of the CIO in the way he or she decides 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 he or she has or holds himself or herself out as having; and
  - (ii) if he or she 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 he or she is under the age of 18 years old; or
- (b) if he or she is disqualified from acting as a Trustee by virtue of sections 178-180 of the Charities Act (or any statutory re-enactment or modification of that provision).

9.2.3 No one is entitled to act as a Trustee whether on appointment or on any re-appointment until he or she has expressly acknowledged, in whatever way the Trustees decide, his or her acceptance of the office of Trustee.

9.3 Number of Trustees

- 9.3.1 There must be at least 3 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.

## **10. Appointment of Trustees**

### **10.1 Ex officio Trustee - Bishop**

10.1.1 The Bishop of Western Europe of the Holy Apostolic Catholic Assyrian Church of the East for the time being (the "Bishop") shall automatically be a Trustee, for as long as he holds that office, in accordance with clause 12.1.8.

10.1.2 If unwilling to act as a Trustee, the Bishop may by providing written notice to the CIO appoint another person as the ex-officio Trustee in their place.

10.1.3 If there is no Bishop of Western Europe in post at any time for whatever reason, the Holy Apostolic Catholic Assyrian Church of the East acting through the Catholicos Patriarch may appoint another person to act as a Trustee who shall hold all powers of the Bishop under this constitution. Such person may if unwilling to act as a Trustee provide written notice to the CIO and appoint another person as the ex-officio Trustee in their place.

### **10.2 Bishop Appointed Trustees**

10.2.1 The Bishop may appoint up to 5 Trustees by providing a notification in writing to the CIO.

### **10.3 Board Appointed Trustees**

10.3.1 The Trustees may appoint up to 5 Trustees by a resolution passed at a properly convened meeting of the Trustees or in writing.

### **10.4 Catholicos-Patriarch Appointed Trustees**

10.4.1 The Catholicos-Patriarch may appoint any number of Trustees by providing a notification in writing to the CIO.

10.5 In selecting individuals for appointment as Trustees, the Trustees, the Catholicos-Patriarch and the Bishop must have regard to the skills, knowledge and experience needed for the effective administration of the CIO.

10.6 All Trustees shall serve until they retire or are removed in accordance with clause 12.

## **11. Information for new Trustees**

11.1 The Trustees will make available to each new Trustee, on or before his or her 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 or she:
- 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 office be vacated, provided that this provision cannot be used to remove an ex-officio Trustee;
  - 12.1.3 dies;
  - 12.1.4 becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
  - 12.1.5 is disqualified from acting as a Trustee by virtue of sections 178-180 of the Charities Act (or any statutory re-enactment or modification of that provision); or
  - 12.1.6 is removed by the Bishop who may provide a notification in writing to the CIO removing any Trustee;
  - 12.1.7 is removed by a vote of a two-thirds majority of the other trustees present and voting at a Board meeting at which at least half of the serving trustees are present, provided that:
    - (a) prior to such a meeting the trustee in question has been given written notice of the intention to propose such a resolution at the meeting;
    - (b) the trustee in question is given an opportunity to make representations prior to a vote being held; and
    - (c) this provision cannot be used to remove an ex-officio Trustee.
  - 12.1.8 is removed by the Catholicos-Patriarch who may provide a notification in writing to the CIO removing any Trustee (including the Bishop);
- 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; or
  - 13.1.2 by resolution in writing or electronic form agreed by all of the Trustees, which may comprise either a single document or several documents containing the text of the resolution in like form to each of which one or more Trustees has signified their agreement.

### **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 but shall always ensure that there is sufficient supervision and oversight over any such committee.

- 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.

## **15. Meetings of Trustees**

### **15.1 Chair**

15.1.1 The chair of the CIO shall be the Bishop or a Trustee nominated by the Bishop. For the avoidance of doubt any such nomination may be revoked or altered by the Bishop at any time.

### **15.2 Calling meetings**

15.2.1 The Chair or a majority of Trustees may call a meeting of the Trustees.

15.2.2 Subject to that, the Trustees shall decide how their meetings are to be called, and what notice is required.

### **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.

15.3.2 Subject to clause 15.3.3, a quorum is present at a meeting if:

- (a) The Chair is present; and
- (b) The Trustees in attendance (including the Chair) constitute at least two thirds of the total number of Trustees.

15.3.3 A Trustee shall not be counted in the quorum present when any decision is made about a matter upon which he or she is not entitled to vote.

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

15.3.5 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 by electronic means**

15.4.1 A meeting may be held 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 by suitable electronic means agreed by the Trustees in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting.

15.4.3 Meetings held by electronic means 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 Trustee who ceases to be a Trustee automatically ceases to be a member of the CIO.

**17. Congregation (associate members)**

17.1 The congregation shall constitute associate members of the CIO to be served by the Trustees acting in furtherance of the CIO's objects.

17.2 Conditions relating to the rights and obligations of associate members and the admission and removal of associate members shall be determined by the Trustees.

17.3 Other references in this constitution to "members" and "membership" do not apply to the congregation in their capacity as associate members.

**18. Decisions which must be made by the members of the CIO**

18.1 Any decision to:

18.1.1 amend the constitution of the CIO;

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

18.1.3 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).

18.2 Decisions of the members may be made either:

18.2.1 by resolution at a general meeting; or

18.2.2 by resolution in writing, in accordance with clause 18.4.

18.3 Any decision specified in clause 18.1 of this clause must be made in accordance with the provisions of clause 28 (Amendment of constitution), clause 29 (Voluntary winding up or dissolution), or the provisions of the Charities Act, 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.

18.4 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:

18.4.1 a copy of the proposed resolution has been sent to all the members eligible to vote; and

18.4.2 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.

## **19. General meetings of members**

### **19.1 Calling of general meetings of members**

19.1.1 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 18 (Decisions which must be made by the members of the CIO).

### **19.2 Notice of general meetings of members**

19.2.1 The minimum period of notice required to hold a general meeting of the members of the CIO is 14 days.

19.2.2 Except where a specified period of notice is strictly required by another clause in this constitution, by the Charities Act 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.

19.2.3 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.

### **19.3 Procedure at general meetings of members**

19.3.1 The provisions in clauses 15.1 to 15.4 governing the chairing of meetings, procedure at meetings and participation in meetings by electronic means apply to any general meeting of the members, with all references to Trustees to be taken as references to members.

## **20. Saving provisions**

20.1 Subject to clause 20.2, all decisions of the Trustees, or of a committee of Trustees, shall be valid notwithstanding the participation in any vote of a Trustee:

20.1.1 who was disqualified from holding office;

20.1.2 who had previously retired or who had been obliged by the constitution to vacate office;

20.1.3 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.

20.2 Clause 20.1 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 20.1, the resolution would have been void, or if the Trustee has not complied with clause 7 (Conflicts of interest).

## **21. Execution of documents**

21.1 The CIO shall execute documents either by signature or by affixing its seal (if it has one).

21.2 A document is validly executed by signature if it is signed by at least two of the Trustees.

## **22. Use of electronic communications**

### **22.1 General**

22.1.1 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.

### **22.2 To the CIO**

22.2.1 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.

### **22.3 By the CIO**

22.3.1 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.

22.3.2 The Trustees may, subject to compliance with any legal requirements, by means of publication on its website:

- (a) provide the members with the notice referred to in clause 19.2 (Notice of general meetings);
- (b) give Trustees notice of their meetings in accordance with clause 15.1 (Calling meetings); and
- (c) submit any proposal to the members or Trustees for decision by written resolution or postal vote in accordance with the CIO's powers under clause 18 (Members' decisions), 18.4 (Decisions taken by resolution in writing).

22.3.3 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.

## **23. Keeping of registers**

23.1 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.

## **24. Minutes**

24.1 The Trustees must keep minutes of all:

24.1.1 appointments of officers made by the Trustees;

24.1.2 proceedings at general meetings of the CIO;

24.1.3 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;

24.1.4 decisions made by the Trustees otherwise than in meetings.

## **25. Accounting records, accounts, annual reports and returns, register maintenance**

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

25.2 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.

## **26. Rules**

26.1 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.

26.2 Provided that such rules must not be inconsistent with any provision of this constitution or the general law of England & Wales, the Trustees shall ensure the rules of the CIO are in accordance with the canon laws of the Holy Apostolic Catholic Assyrian Church of the East including those set out in The Articles of the Constitution of the Holy Apostolic Catholic Assyrian Church of the East Diocese of Western Europe and any other rules which are Synod approved under the leadership of the Catholicos-Patriarch from time to time.

## **27. Disputes**

27.1 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.

## **28. Amendment of constitution**

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

28.1.1 This constitution can only be amended:

- (a) by resolution agreed in writing by all members of the CIO; or
- (b) 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 (General meetings of members).

28.2 Any alteration of clause 3 (Objects), clause 29 (Voluntary 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 CIO or persons connected with them, requires the prior written consent of the Charity Commission.

28.3 No amendment that is inconsistent with the provisions of the Charities Act or the General Regulations shall be valid.

28.4 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.

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

29.1 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:

29.1.1 at a general meeting of the members of the CIO called in accordance with clause 19 (General meetings of members), 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
- 29.1.2 by a resolution agreed in writing by all members of the CIO.
- 29.2 Subject to the payment of all the CIO's debts:
  - 29.2.1 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.
  - 29.2.2 If the resolution does not contain such a provision, the Trustees must decide how any remaining assets of the CIO shall be applied.
  - 29.2.3 In either case the remaining assets must be applied for charitable purposes the same as or similar to those of the CIO.
- 29.3 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:
  - 29.3.1 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;
  - 29.3.2 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.
- 29.4 If the CIO is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

### **30. Indemnity of Trustees**

- 30.1 To the extent permitted by law from time to time, but without prejudice to any indemnity to which a member of the board of Trustees or other officer may otherwise be entitled the CIO may indemnify every Trustee or other officer out of the assets of the CIO against all costs and liabilities incurred by him which relate to anything done or omitted or alleged to have been done or omitted by him or her as a Trustee or other officer save that no Trustee may be entitled to be indemnified:
  - 30.1.1 for any liability incurred by him or her to the CIO or any associated company of the CIO;
  - 30.1.2 for any fine imposed in criminal proceedings;



- 30.1.3 for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising;
  - 30.1.4 for any liability which he or she has incurred in defending any criminal proceedings in which he or she is convicted and such conviction has become final; and
  - 30.1.5 for any liability which he or she has incurred in defending any civil proceedings brought by the CIO or an associated company in which a final judgment has been given against him or her.
- 30.2 To the extent permitted by law from time to time, but without prejudice to any indemnity to which the Trustees or other officer may otherwise be entitled, the CIO may provide funds to every Trustee or other officer to meet expenditure incurred or to be incurred by him or her in any proceedings (whether civil or criminal) brought by any party which relate to anything done or omitted or alleged to have been done or omitted by him or her as a Trustee or officer, provided that he or she will be obliged to repay such amounts no later than:
- 30.2.1 in the event he or she is convicted in proceedings, the date when the conviction becomes final; or
  - 30.2.2 in the event of judgment being given against him or her in proceedings, the date when the judgment becomes final.

## **31. Interpretation**

### **31.1 In the constitution:**

31.1.1 "**Charities Act**" means the Charities Acts 1992 to 2011;

31.1.2 "**connected person**" means:

- (a) a child, parent, grandchild, grandparent, brother or sister of the Trustee;
- (b) the spouse or civil partner of the Trustee or of any person falling within clause 31.1.2(a) above;
- (c) a person carrying on business in partnership with the Trustee or with any person falling within clauses 31.1.2(a) or (b) above;
- (d) an institution which is controlled:
  - (i) by the Trustee or any connected person falling within clauses 31.1.2(a), (b), or (c) above; or
  - (ii) by two or more persons falling within clause 31.1.2(d)(i), when taken together;
- (e) a body corporate in which:
  - (i) the Trustee or any connected person falling within clauses 31.1.2(a) to (c) has a substantial interest; or

- (ii) two or more persons falling within clause 31.1.2(e)(i) who, when taken together, have a substantial interest.

Section 118 of the Charities Act 2011 applies for the purposes of interpreting the terms used in this constitution.

- 31.1.3 "**General Regulations**" means the Charitable Incorporated Organisations (General) Regulations 2012.
- 31.1.4 "**Dissolution Regulations**" means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012.
- 31.1.5 The "**Communications Provisions**" means the Communications Provisions in Part 10, Chapter 4 of the General Regulations.
- 31.1.6 "**Taxable Trading**" means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax;
- 31.1.7 "**Trustee**" means a Trustee of the CIO.