

CHARITABLE INCORPORATED ORGANISATION

CONSTITUTION

of the

RESUSCITATION COUNCIL (UK)

Date of Constitution (last amended):

16 August 2016

1. Name

- 1.1 The name of the Charitable Incorporated Organisation is the Resuscitation Council (UK) (“**the RC (UK)**”).

2. National location of principal office

- 2.1 The RC (UK) must have a principal office in England or Wales. The principal office of the RC (UK) is in England.

3. Objects

- 3.1 The object of the RC (UK) is:

3.1.1 to save lives, by educating members of the public, medical, nursing, and ambulance practitioners and all other healthcare workers, in all aspects of resuscitation.

4. Powers

- 4.1 The RC (UK) has power to do anything which is calculated to further its Objects or is conducive or incidental to doing so. In particular, the RC (UK)’s powers include power to:

4.1.1 establish appropriate guidelines for resuscitation;

4.1.2 establish courses and other forms of educational delivery through which others can teach resuscitation;

4.1.3 establish and maintain standards of resuscitation;

4.1.4 establish and maintain standards, guidelines and training to support decisions relating to resuscitation;

4.1.5 encourage, promote or undertake study or research into resuscitation and disseminate the results of such research;

4.1.6 produce, print or otherwise publish in any media any materials including training aids and literature concerning the organisation of resuscitation and its teaching;

- 4.1.7 provide or procure the provision of services, education, training, consultancy, advice, support, counselling, guidance, grants, scholarships, awards or materials in kind;
- 4.1.8 promote and advertise the RC (UK)'s activities and to seek to influence public opinion and policy and regulation, implemented or proposed to be implemented by government, local authorities or other public bodies, by undertaking campaigning and, to the extent permitted by law, political activities;
- 4.1.9 employ and remunerate such staff as are necessary for carrying out the work of the RC (UK). The RC (UK) may employ or remunerate a Trustee only to the extent that it is permitted to do so by clause 6 (Benefits and payments to Trustees and connected persons) and provided it complies with the conditions of that clause;
- 4.1.10 make provision for the payment of pensions and other benefits to or on behalf of employees and their dependants;
- 4.1.11 borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed. The RC (UK) must comply as appropriate with sections 124 and 125 of the Charities Act 2011 if it wishes to mortgage land;
- 4.1.12 buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- 4.1.13 sell, lease or otherwise dispose of all or any part of the property belonging to the RC (UK). In exercising this power, the RC (UK) must comply as appropriate with sections 117 and 119-123 of the Charities Act 2011;
- 4.1.14 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;
- 4.1.15 open and operate bank accounts and other banking facilities including by using internet banking or other electronic authentication methods;
- 4.1.16 accept any property upon or on any special trusts, or for any institutions or purposes either specified or to be specified by someone other than the Trustees;
- 4.1.17 deposit or invest funds, employ a professional fund-manager, and arrange for the investments or other property of the RC (UK) 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;
- 4.1.18 give or receive guarantees or indemnities;
- 4.1.19 make social investments in pursuance of the Objects by any means;
- 4.1.20 invest any money in any investments, securities or properties; and to accumulate and set aside funds for special purposes or as reserves; and to accumulate expendable endowment;

- 4.1.21 foster good working relationships among all organisations involved in or having activities related to resuscitation;
- 4.1.22 co-operate and enter into any arrangements with any governments, authorities or any person, company or association;
- 4.1.23 establish, support, federate with or join or amalgamate with any companies, institutions, trusts, societies or associations;
- 4.1.24 establish any charitable trust;
- 4.1.25 establish, promote and otherwise assist any limited company or companies or other bodies for the purpose of acquiring any property or of furthering in any way the Objects or to undertake trading and to establish the same either as wholly owned subsidiaries of the RC (UK) or jointly with other persons, companies, government departments or local authorities and to finance such limited company or companies or other body by way of loan or share subscription or other means;
- 4.1.26 transfer or dispose of, with or without valuable consideration, any part of the property or funds of the RC (UK) not required for the purpose of the RC (UK) in furtherance of the RC (UK)'s Objects;
- 4.1.27 transfer to or to purchase or otherwise acquire from any charities, institutions, societies or associations any property, assets or liabilities, and to perform any of their engagements;
- 4.1.28 insure any risks arising from the RC (UK)'s activities;
 - (a) To purchase indemnity insurance out of the funds of the RC (UK) to indemnify and keep indemnified any of the Trustees and former trustees against any personal liability in respect of:
 - (i) any breach of trust or breach of duty committed by them in their capacity as Trustees for the RC (UK);
 - (ii) any negligence, default, breach of duty or breach of trust committed by them in their capacity as directors or officers of the RC (UK) or of any body corporate carrying on any activities on behalf of the RC (UK); and
 - (iii) any liability to make contributions to the assets of the RC (UK) in accordance with section 214 of the Insolvency Act 1986.
 - (b) Subject to clause 4.1.28(d) below, any insurance in the case of 4.1.28(a)(i) or 4.1.27(a)(ii) must be so framed as to exclude the provision of an indemnity for a person in respect of:
 - (i) any liability incurred by a Trustee to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising);
 - (ii) any liability incurred by a Trustee in defending any criminal proceedings in which he or she is convicted of an offence

arising out of any fraud or dishonesty, or wilful or reckless misconduct, by him or her; and

- (iii) any liability incurred by a Trustee to the RC (UK) that arises out of any conduct which he or she knew (or must reasonably be assumed to have known) was not in the interests of the RC (UK) or in the case of which he or she did not care whether it was in the best interests of the RC (UK) or not.
- (c) Subject to clause 4.1.28(d) below any insurance in the case of 4.1.28(a)(iii) shall not extend to any liability to make such a contribution where the basis of the Trustee's liability is his or her knowledge prior to the insolvent liquidation of the RC (UK) (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the RC (UK) would avoid going into insolvent liquidation; and
- (d) To purchase out of the funds of the RC (UK) any additional indemnity insurance cover for the benefit of the Trustees that is permitted by law from time to time.

4.1.29 pay all the expenses and costs of establishing the RC (UK).

5. Application of income and property

- 5.1 The income and property of the RC (UK) shall be applied solely towards the promotion of the Objects and no part of it shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to members of the RC (UK) or Trustees, and no Trustee may be appointed to any office of the RC (UK) paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the RC (UK) except as permitted by law or by the Charity Commission or as permitted below under clause 6 and then only after complying with any requirements of the Charities Act, PROVIDED this shall not prevent a member of the RC (UK) or a Trustee receiving any benefit as a beneficiary.

6. Benefits and payments to Trustees and connected persons

6.1 General provisions

- 6.1.1 A Trustee is entitled to be reimbursed from the property of the RC (UK) or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the RC (UK).
- 6.1.2 A Trustee may benefit from Trustee indemnity insurance cover purchased at the RC (UK)'s expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.
- 6.1.3 The RC (UK) may pay reasonable and proper payment to any member, officer, servant, employee, professional or other adviser of the RC (UK) who is not a Trustee for any goods or services supplied to the RC (UK).
- 6.1.4 The RC (UK) may make reasonable and proper payment to the employer of the President to replace lost income.

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

- 6.2.1 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 RC (UK) where that is permitted in accordance with, and subject to the conditions in, section 185 to 188 of the Charities Act 2011.
- 6.2.2 Subject to clause 6.3 a Trustee or connected person may provide the RC (UK) with goods that are not supplied in connection with services provided to the RC (UK) by the Trustee or connected person.
- 6.2.3 A Trustee or connected person may receive interest on money lent to the RC (UK) at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- 6.2.4 A Trustee or connected person may receive rent for premises let by the Trustee or connected person to the RC (UK). 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.
- 6.2.5 A Trustee or connected person may take part in the normal trading and fundraising activities of the RC (UK) on the same terms as members of the RC (UK) or members of the public.

6.3 Payment for supply of goods only - controls

- 6.3.1 The RC (UK) and its Trustees may only rely upon the authority provided by clause 6.2.2 above 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 RC (UK) 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 RC (UK) 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 RC (UK).
 - (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 above:

6.4.1 "The RC (UK)" includes any company in which the RC (UK):

- (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 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 RC (UK) or in any transaction or arrangement entered into by the RC (UK) 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 RC (UK) 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 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 RC (UK) if it is wound up

8.1 If the RC (UK) is wound up, the members of the RC (UK) have no liability to contribute to its assets and no personal responsibility for settling its debts and liabilities.

9. Membership of the RC (UK)

9.1 The number of members of the RC (UK) is unlimited. They remain members until they cease to be members in accordance with this Constitution.

9.2 Membership is open to any individuals aged 18 or over whom the Trustees decide to admit to membership.

9.3 The Trustees may determine categories of membership and criteria for membership in Rules but are not obliged to admit any person satisfying such criteria as members and may decline in their absolute discretion any person's application and need not give reasons for such decision.

9.4 Transfer of membership

9.4.1 Membership of the RC (UK) cannot be transferred to anyone else.

9.5 Duty of members

9.5.1 It is the duty of each member of the RC (UK) to exercise his or her powers as a member of the RC (UK) in the way he or she decides in good faith would be most likely to further the purposes of the RC (UK).

9.6 Termination of membership

9.6.1 Membership of the RC (UK) comes to an end if:

- (a) the member dies; or
- (b) the member sends a notice of resignation to the Trustees; or
- (c) any sum of money owed by the member to the RC (UK) is not paid in full within six months of its falling due; or
- (d) the Trustees decide that it is in the best interests of the RC (UK) that the member in question should be removed from membership, and pass a resolution to that effect.

9.6.2 Before the Trustees take any decision to remove someone from membership of the RC (UK) they must follow the procedure that is set out in the Rules.

9.7 Membership fees

9.7.1 The RC (UK) may require members to pay reasonable membership fees to the RC (UK) as set out in the Rules.

9.8 Informal or associate (non-voting) membership

9.8.1 The Trustees may create associate or other classes of non-voting membership, and may determine the rights and obligations of any such members (including payment of membership fees), and the conditions for admission to, and termination of membership of any such class of members.

9.8.2 Other references in this Constitution to "members" and "membership" do not apply to non-voting members, and non-voting members do not qualify as members for any purpose under the Charities Acts, General Regulations or Dissolution Regulations.

10. Members' decisions

10.1 General provisions

10.1.1 Except for those decisions that must be taken in a particular way as indicated in clause 10.5 below, decisions of the members of the RC (UK) may be taken either by vote at a general meeting as provided in clause 10.2 or by written resolution as provided in clause 10.3.

10.2 Taking ordinary decisions by vote

- 10.2.1 Subject to clause 10.5 below, any decision of the members of the RC (UK) may be taken by means of a resolution at a general meeting. Such a resolution may be passed by a simple majority of votes cast at the meeting (including votes cast by postal or email ballot, and proxy votes).
- 10.3 Taking ordinary decisions by written resolution without a general meeting
- 10.3.1 Subject to clause 10.5, a resolution in writing, agreed by a simple majority of all the members who would have been entitled to vote upon it had it been proposed at a general meeting, shall be effective provided that:
- (a) a copy of the proposed resolution has been sent to all the members eligible to vote; and
 - (b) a simple 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 (or in the case of an organisation which is a member, by execution according to its usual procedure), by a statement of their identity accompanying the document, or in such other manner as the RC (UK) has specified.
- 10.3.2 The resolution in writing may comprise several copies to which one or more members has signified their agreement.
- 10.3.3 Eligibility to vote on the resolution is limited to members who are members of the RC (UK) on the date when the proposal is first circulated in accordance with paragraph (a) above.
- 10.4 Members' Power to Request Resolutions
- 10.4.1 If at least 25% of the members of the RC (UK) request the Trustees to make a proposal for decision by the members the Trustees must within 21 days of receiving such a request comply with it if:
- (a) the proposal is not frivolous, vexatious or an abuse of process, and does not involve the publication of defamatory material;
 - (b) the proposal is stated with sufficient clarity to enable effect to be given to it if it is agreed by the members; and
 - (c) effect can lawfully be given to the proposal if it is so agreed.
- 10.4.2 Clauses 10.3.1 to 10.3.3 apply to a proposal made at the request of members.
- 10.5 Decisions that must be taken in a particular way
- 10.5.1 Any decision by the members to remove a Trustee must be taken in accordance with clause 16.2.
- 10.5.2 Any decision to amend this Constitution must be taken in accordance with clause 28 of this Constitution (Amendment of Constitution).

10.5.3 Any decision to wind up or dissolve the RC (UK) must be taken in accordance with clause 29 of this Constitution (Voluntary winding up or dissolution).

10.5.4 Any decision to amalgamate or transfer the undertaking of the RC (UK) to one or more other CIOs must be taken in accordance with the provisions of the Charities Act 2011.

11. General meetings of members

11.1 Types of general meeting

11.1.1 There must be an annual general meeting (AGM) of the members of the RC (UK). The first AGM must be held within 18 months of the registration of the RC (UK), and subsequent AGMs must be held at intervals of not more than 15 months.

11.1.2 The AGM must receive the annual statement of accounts (duly audited or examined where applicable) and the Trustees' annual report and must announce the results of any elections held by postal voting that may have taken place.

11.1.3 Other general meetings of the members of the RC (UK) may be held at any time.

11.1.4 All general meetings must be held in accordance with the provisions below.

11.2 Calling general meetings

11.2.1 The Trustees:

(a) must call the annual general meeting of the members of the RC (UK) in accordance with clause 11.1.1, and identify it as such in the notice of the meeting; and

(b) may call any other general meeting of the members at any time.

11.2.2 The Trustees must, within 21 days, call a general meeting of the members of the RC (UK) if:

(a) they receive a request to do so from at least 25% of the members of the RC (UK); and

(b) the request states the general nature of the business to be dealt with at the meeting, and is authenticated by the member(s) making the request.

11.2.3 If, at the time of any such request, there has not been any general meeting (including the annual general meeting) of the members of the RC (UK) for more than 15 months, then clause 11.2.2(a) shall have effect as if 20% were substituted for 25%.

11.2.4 Any such request may include particulars of a resolution that may properly be proposed, and is intended to be proposed, at the meeting.

- 11.2.5 A resolution may only properly be proposed if it is lawful, and is not defamatory, frivolous, vexatious or an abuse of process.
- 11.2.6 Any general meeting called by the Trustees at the request of the members of the RC (UK) must be held within 56 clear days from the date on which it is called.
- 11.2.7 If the Trustees fail to comply with the obligation to call a general meeting at the request of its members, then the members who requested the meeting may themselves call a general meeting.
- 11.2.8 A general meeting called by the members must be held not more than 3 months after the date when the members first requested the meeting.
- 11.2.9 The RC (UK) must reimburse any reasonable expenses incurred by the members calling a general meeting by reason of the failure of the Trustees to duly call the meeting.
- 11.3 Notice of general meetings
- 11.3.1 The Trustees, or, as the case may be, the relevant members of the RC (UK), must give at least 28 clear days' notice of any annual general meeting to all of the members, and to any Trustee of the RC (UK) who is not a member.
- 11.3.2 The Trustees, or, as the case may be, the relevant members of the RC (UK), must give at least 14 clear days' notice of any general meeting to all of the members, and to any Trustee of the RC (UK) who is not a member.
- 11.3.3 If it is agreed by not less than 90% of all members of the RC (UK), any resolution may be proposed and passed at any general meeting even though the requirements of clause 11.3.1 or 11.3.2 have not been met. This sub-clause does not apply 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.
- 11.3.4 The notice of any general meeting must:
- (a) state the time and date of the meeting;
 - (b) give the address at which the meeting is to take place;
 - (c) give particulars of any resolution which is to be moved at the meeting, and of the general nature of any other business to be dealt with at the meeting; and
 - (d) if a proposal to alter the Constitution of the RC (UK) is to be considered at the meeting, include the text of the proposed alteration;
 - (e) include, with the notice for the AGM, the annual statement of accounts and Trustees' annual report, or where allowed under clause 22 (Use of electronic communication), details of where the information may be found on the RC (UK)'s website.

- 11.3.5 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.
- 11.3.6 Notice shall be deemed to be given 48 hours after it was posted or sent.
- 11.3.7 The proceedings of a meeting shall not be invalidated because a member who was entitled to receive notice of the meeting did not receive it because of accidental omission by the RC (UK).
- 11.4 Chairing of general meetings
 - 11.4.1 The President shall usually preside as chair of the meeting. The President may be excused from acting as chair of a meeting as set out in the Rules.
- 11.5 Quorum at general meetings
 - 11.5.1 No business may be transacted at any general meeting of the members of the RC (UK) unless a quorum is present whether in person or by proxy when the meeting starts.
 - 11.5.2 Subject to the following provisions, the quorum for general meetings shall be 20 members.
 - 11.5.3 If the meeting has been called by or at the request of the members and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the meeting is closed.
 - 11.5.4 If the meeting has been called in any other way and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the chair must adjourn the meeting. The date, time and place at which the meeting will resume must either be announced by the chair at the meeting or be notified to the RC (UK)'s members at least seven clear days before the date on which it will resume.
 - 11.5.5 If a quorum is not present within 15 minutes of the start time of the adjourned meeting, the member or members present at the meeting constitute a quorum.
 - 11.5.6 If at any time during the meeting a quorum ceases to be present, the meeting may discuss issues and make recommendations to the Trustees but may not make any decisions. If decisions are required which must be made by a meeting of the members, the meeting must be adjourned.
- 11.6 Proxy voting
 - 11.6.1 Any member of the RC (UK) may appoint another member as a proxy to exercise all or any of that member's rights to attend, speak and vote at a general meeting of the RC (UK). Proxies must be appointed by a notice in writing (a "proxy notice") which:
 - (a) states the name and address of the member appointing the proxy;

- (b) identifies the member appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the RC (UK) may determine; and
 - (d) is delivered to the RC (UK) in accordance with the Constitution and any instructions contained in the notice of the general meeting to which they relate.
- 11.6.2 The RC (UK) may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 11.6.3 Proxy notices may (but do not have to) specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 11.6.4 Unless a proxy notice indicates otherwise, it must be treated as:
- (a) allowing the member appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - (b) appointing that member as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
- 11.6.5 An appointment under a proxy notice may be revoked by delivering to the RC (UK) a notice in writing given by or on behalf of the member by whom or on whose behalf the proxy notice was given.
- 11.6.6 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 11.6.7 If a proxy notice is not signed or authenticated by the member appointing the proxy, it must be accompanied by written evidence that the person who signed or authenticated it on that member's behalf had authority to do so.
- 11.6.8 A member who is entitled to attend, speak or vote (either on a show of hands or in a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the RC (UK) by or on behalf of that member. For the avoidance of doubt, where the member attends the meeting, the validly appointed proxy is automatically revoked.
- 11.7 Voting at general meetings
- 11.7.1 Any decision other than one falling within clause 10.5 (Decisions that must be taken in a particular way) shall be taken by a simple majority of votes cast at the meeting (including proxy and/or postal votes). Every member has one vote.
- 11.7.2 A resolution put to the vote of a meeting shall be decided on a show of hands, unless (before or on the declaration of the result of the show of hands) a poll is duly demanded. A poll may be demanded by the chair or

by at least 10% of the members present in person or by proxy at the meeting.

11.7.3 A poll demanded on the election of a person to chair the meeting or on a question of adjournment must be taken immediately. A poll on any other matter shall be taken, and the result of the poll shall be announced, in such manner as the chair of the meeting shall decide, provided that the poll must be taken, and the result of the poll announced, within 30 days of the demand for the poll.

11.7.4 A poll may be taken:

- (a) at the meeting at which it was demanded; or
- (b) at some other time and place specified by the chair; or
- (c) through the use of postal or electronic communications.

11.7.5 In the event of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall have a second or casting vote.

11.7.6 Any objection to the qualification of any voter must be raised at the meeting at which the vote is cast and the decision of the chair of the meeting shall be final.

11.8 Adjournment of meetings

11.8.1 The chair may at a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting to another time and/or place. No business may be transacted at an adjourned meeting except business which could properly have been transacted at the original meeting.

12. Postal or Electronic Voting

12.1 The RC (UK) may, if the Trustees so decide, allow the members to vote by post or electronic mail ("email") to elect Trustees or to make a decision on any matter that is being decided at a general meeting of the members. Procedures relating to postal voting shall be set out in Rules.

13. Trustees

13.1 Functions and duties of Trustees

13.1.1 The Trustees shall manage the affairs of the RC (UK) and may for that purpose exercise all the powers of the RC (UK). It is the duty of each Trustee:

- (a) to exercise his or her powers and to perform his or her functions as a Trustee of the RC (UK) in the way he or she decides in good faith would be most likely to further the purposes of the RC (UK); 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 RC (UK) 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.

13.2 Eligibility for Trusteeship

13.2.1 Every Trustee must be a natural person.

13.2.2 No one may be appointed as a Trustee:

- (a) if he or she is under the age of 18; or
- (b) if he or she would automatically cease to hold office under the provisions of clause 16.1.7.

13.2.3 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.

13.3 Number of Trustees

13.3.1 There should be:

- (a) up to four Trustees (who must be members of the RC (UK)) elected by the members (in accordance with 14.1); and
- (b) up to three Trustees (who need not be members of the RC (UK)) appointed by the Trustees.

13.3.2 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.

13.4 First Trustees

13.4.1 The first Trustees of the RC (UK) are:

- (a) Dr Carl Gwinnutt, President;
- (b) Dr Jonathan Wyllie, Vice President;
- (c) Dr David Gabbott, Honorary Treasurer; and
- (d) Dr Andrew Lockey, Honorary Secretary.

14. Elected Trustees

14.1 The Trustees elected by the members shall be those holding the following positions:

14.1.1 President;

14.1.2 Vice President;

14.1.3 Honorary Secretary;

- 14.1.4 Honorary Treasurer;
- collectively referred to as the “**Officers**”.
- 14.2 Officers shall be elected by the members by way of postal or electronic ballots. The results of such elections shall be announced at Annual General Meetings.
- 14.3 The procedures for nominations for and elections of candidates for Officer positions shall be set out in the Rules.
- 14.4 The President shall be elected for a term in office as set out in the Rules.
- 14.5 The Vice President shall be elected for terms in office as set out the Rules.
- 14.6 The Honorary Secretary and Honorary Treasurer shall be elected for terms in office as set out in the Rules.
- 14.7 For the purposes of clause 14.1 a term of office takes effect from the close of the Annual General Meeting at which the Officers are appointed and a “year” shall mean the period between the end of one AGM and the end of the next AGM.
- 14.8 For the purposes of calculating how many years and terms a person has served as a Trustee in any particular role, and when positions become available for election under this clause 14, account shall be taken of any time served by a Trustee when the RC (UK) was operating as an unincorporated charity.
- 14.9 Where a vacancy arises for whatever reason in an Officer position the vacancy shall be filled in accordance with the Rules.
- 15. Appointed Trustees**
- 15.1 In order to fill the Trustee positions at 13.3.1 (b), the Trustees may appoint up to three persons as Trustees either at a meeting of the Trustees or in writing.
- 15.2 Appointed Trustees shall hold office for three years from the date of their appointment. A person is eligible for re-appointment save that an appointed Trustee shall not serve more than nine years in total as a Trustee.
- 16. Removal of Trustees**
- 16.1 A Trustee ceases to hold office if he or she:
- 16.1.1 retires by notifying the RC (UK) in writing (but only if enough Trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings in accordance with clause 19.3.1;
- 16.1.2 is absent without the permission of the Trustees from all their meetings held within a period of one year and the Trustees resolve that his or her office be vacated;
- 16.1.3 dies;
- 16.1.4 becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;

- 16.1.5 is removed by the members of the RC (UK) in accordance with clause 16.1.2;
 - 16.1.6 is removed by a resolution of the Trustees. The Trustees may remove a Trustee under this clause 16.1.6, by a resolution being passed by a simple majority of the other Trustees present and voting at a meeting of the Trustees provided that prior to such a meeting, the Trustee in question has been given written notice (of at least 7 clear days) of the intention to propose such a resolution at the meeting; or
 - 16.1.7 is disqualified from acting as a Trustee by virtue of section 178-180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).
- 16.2 A Trustee shall be removed from office if a resolution to remove that Trustee is proposed at a general meeting of the members called for that purpose and properly convened in accordance with clause 11, and the resolution is passed by a two-thirds majority of votes cast at the meeting, whether in person or by proxy.
- 16.3 A resolution to remove a Trustee in accordance with clause 16.2 shall not take effect unless the individual concerned has been given at least 28 or 14 clear days' (depending on whether the resolution is proposed at an annual general meeting or general meeting) notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been given a reasonable opportunity of making oral and/or written representations to the members of the RC (UK).

17. Taking of decisions by Trustees

- 17.1 Any decision may be taken either:
- 17.1.1 at a meeting of the Trustees; or
 - 17.1.2 by resolution agreed by all the Trustees in writing or electronic form, 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.

18. Delegation by Trustees

- 18.1 The Trustees may delegate any of their powers or functions to a committee or committees and, if they do, they must 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.
- 18.2 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 –
- 18.2.1 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
 - 18.2.2 the Trustees shall from time to time review the arrangements which they have made for the delegation of their powers.

18.3 Subject to the clauses above, the Trustees shall establish an Executive Committee, the composition of which and terms of reference shall be set out in the Rules.

19. Meetings and proceedings of Trustees

19.1 Calling meetings

19.1.1 The chair or any three Trustees may call a meeting of the Trustees.

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

19.2 Chairing of meetings

19.2.1 The President shall usually preside as chair of the meeting. The President may be excused from acting as chair of a meeting as set out in the Rules.

19.3 Procedure at meetings

19.3.1 No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken. The quorum is three Trustees with two of those three Trustees being Officers. 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.

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

19.3.3 In the case of an equality of votes, the chair shall have a second or casting vote.

19.4 Participation in meetings by electronic means

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

19.4.2 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.

19.4.3 Meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes.

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;

20.1.4 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 RC (UK) shall execute Deeds either by signature or by affixing its seal (if it has one).

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

21.3 If the RC (UK) has a seal:

21.3.1 it must comply with the provisions of the General Regulations; and

21.3.2 it 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 determined it shall be signed by two Trustees.

22. Use of electronic communications

22.1 General

22.1.1 the RC (UK) 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 Charity Commission in a particular form or manner.

22.1.2 For the avoidance of doubt the requirement set out in clause 22.1.1 (a) refers only to constitutional documents such as notices for general meetings and not to all publications that RC (UK) may produce.

22.2 To the RC (UK)

22.2.1 Any member or Trustee of the RC (UK) may communicate electronically with the RC (UK) to an address specified by the RC (UK) for the purpose, so long as the communication is authenticated in a manner which is satisfactory to the RC (UK).

22.3 By the RC (UK)

22.3.1 Any member or Trustee of the RC (UK), by providing the RC (UK) with his or her email address or similar, is taken to have agreed to receive communications from the RC (UK) in electronic form at that address,

unless the member has indicated to the RC (UK) his or her unwillingness to receive such communications in that form.

22.3.2 For the avoidance of doubt the requirement set out in clause 22.3.1 refers only to constitutional documents such as notices for general meetings and not to all correspondence with members.

22.3.3 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 11.3 (Notice of general meetings);

(b) give Trustees notice of their meetings in accordance with clause 18.1 (Calling meetings); and submit any proposal to the members or Trustees for decision by written resolution or postal vote in accordance with the RC (UK)'s powers under clause 10 (Members' decisions), 10.3 (Decisions taken by resolution in writing), or clause 12 (Postal voting).

22.3.4 Trustees must:

(a) take reasonable steps to ensure that members and Trustees are notified promptly of the publication of any such notice or proposal;

(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 RC (UK) must comply with its obligations under the General Regulations in relation to the keeping of, and provision of access to, registers of its members and Trustees.

24. Minutes

24.1 The Trustees must keep minutes of all:

24.1.1 appointments made by the Trustees;

24.1.2 proceedings at general meetings of the RC (UK);

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 2011 with regard to the keeping of accounting records, to the preparation and scrutiny of statements of accounts, and to the preparation of annual reports and returns. The statements of accounts, reports and returns must be sent to the Charity Commission, regardless of the income of the RC (UK), within 10 months of the financial year end.

25.2 The Trustees must comply with their obligation to inform the Charity Commission within 28 days of any change in the particulars of the RC (UK) entered on the Central Register of Charities.

26. Rules

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

27. Disputes

27.1 If a dispute arises among members of the RC (UK) 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 clauses 224-227 of the Charities Act 2011:

28.1.1 This Constitution can only be amended:

- (a) by resolution agreed in writing by all members of the RC (UK); or
- (b) by a resolution passed by a 75% majority of votes cast at a general meeting of the members of the RC (UK).

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 RC (UK) 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 2011 or the General Regulations shall be valid.

28.4 A copy of any resolution altering the Constitution, together with a copy of the RC (UK)'s Constitution as amended, must be sent to the Charity Commission within 15 days from the date on which the resolution is passed. 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 RC (UK) may be dissolved by resolution of its members. Any decision by the members to wind up or dissolve the RC (UK) can only be made:

- 29.1.1 at a general meeting of the members of the RC (UK) called in accordance with clause 11 (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 RC (UK).
- 29.2 Subject to the payment of all the RC (UK)'s debts:
- 29.2.1 any resolution for the winding up of the RC (UK), or for the dissolution of the RC (UK) without winding up, may contain a provision directing how any remaining assets of the RC (UK) 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 RC (UK) 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 RC (UK).
- 29.3 The RC (UK) must observe the requirements of the Dissolution Regulations in applying to the Charity Commission for the RC (UK) to be removed from the Register of Charities, and in particular:
- 29.3.1 the Trustees must send with their application to the Charity Commission:
- (a) a copy of the resolution passed by the members of the RC (UK);
 - (b) a declaration by the Trustees that any debts and other liabilities of the RC (UK) 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 RC (UK) 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 7 days to every member and employee of the RC (UK), and to any Trustee of the RC (UK) who was not privy to the application.
- 29.4 If the RC (UK) 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 former Trustees or other personnel may otherwise be entitled the RC (UK) may indemnify every Trustee or other personnel out of the assets of the RC (UK) against all costs and liabilities incurred by him or her which relate to anything done or omitted or alleged to have been done or omitted by him or her as a Trustee or other personnel save that no Trustee may be entitled to be indemnified:

- 30.1.1 for any liability incurred by him or her to the RC (UK) or any associated company of the RC (UK);
 - 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 RC (UK) 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 former Trustee or other personnel may otherwise be entitled, the RC (UK) may provide funds to every Trustee or other personnel 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 former Trustee or personnel, provided that he 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 this Constitution:

31.1.1 “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 31.1.1(a) above;
- (c) a person carrying on business in partnership with the Trustee or with any person falling within clause 31.1.1(a) or 31.1.1(b) above;
- (d) an institution which is controlled -
 - (i) by the Trustee or any connected person falling within clauses 31.1.1(a), 31.1.1(b), or 31.1.1(c) above; or
 - (ii) by two or more persons falling within clause 31.1.1(d)(i), when taken together
- (e) a body corporate in which -

- (i) the Trustee or any connected person falling within clauses 31.1.1(a) to 31.1.1(c) has a substantial interest; or
- (ii) two or more persons falling within 31.1.1(e)(i) who, when taken together, have a substantial interest.

31.2 Section 118 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this Constitution.

31.3 **“General Regulations”** means the Charitable Incorporated Organisations (General) Regulations 2012.

31.4 **“Dissolution Regulations”** means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012.

31.5 The **“Communications Provisions”** means the Communications Provisions in Part 10, Chapter 4 of the General Regulations.

31.6 **“Trustee”** means a Trustee of the RC (UK).

31.7 **“poll”** means a counted vote or ballot, usually (but not necessarily) in writing.

31.8 **“in writing”** means written, printed or lithographed or partly one and partly another, and other ways of showing and reproducing words in a visible form including by e-mail, or fax (to the extent legally permissible).