

# **Charitable Incorporated Organisation Constitution of Resuscitation Council (UK)**

**Date of Constitution (last amended): 27 November 2024**

## **1. Name**

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

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

- 2.1** RCUK must have a principal office in England or Wales. The principal office of RCUK is in England.

## **3. Objects**

- 3.1** The objects of RCUK are to advance health and save lives, in particular but not exclusively by:
- 3.1.1 providing education and training, including but not limited to members of the public, organisations, medical, nursing and ambulance practitioners, and all other healthcare workers; and
  - 3.1.2 supporting research and policy development,
- in each case in all aspects of resuscitation.

## **4. Powers**

- 4.1** RCUK has power to do anything which is calculated to further its Objects or is conducive or incidental to doing so. In particular, RCUK’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 recommendations 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 RCUK’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 RCUK.

RCUK 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. RCUK 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 RCUK. In exercising this power, RCUK 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 RCUK 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 RCUK 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 RCUK not required for the purposes of RCUK in furtherance of RCUK'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 RCUK's activities;
- 4.1.29
  - (a) purchase indemnity insurance out of the funds of RCUK 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 RCUK;
  - (ii) any negligence, default, breach of duty or breach of trust committed by them in their capacity as directors or officers of RCUK or of any body corporate carrying on any activities on behalf of RCUK; and
  - (iii) any liability to make contributions to the assets of RCUK in accordance with section 214 of the Insolvency Act 1986;
- (b) subject to clause 4.1.29(d) below, any insurance in the case of 4.1.29(a)(i) or 4.1.29(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 they are convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct, by them; and
  - (iii) any liability incurred by a Trustee to RCUK that arises out of any conduct which they knew (or must reasonably be assumed to have known) was not in the interests of RCUK or in the case of which they did not care whether it was in the best interests of RCUK or not;
- (c) subject to clause 4.1.29(d) below any insurance in the case of 4.1.29(a)(iii) shall not extend to any liability to make such a contribution where the basis of the Trustee's liability is their knowledge prior to the insolvent liquidation of RCUK (or reckless failure to acquire that knowledge) that there was no reasonable prospect that RCUK would avoid going into insolvent liquidation;
- (d) purchase out of the funds of RCUK any additional indemnity insurance cover for the benefit of the Trustees that is permitted by law from time to time; and

4.1.30 pay all the expenses and costs of establishing RCUK.

## **5. Application of income and property**

**5.1** The income and property of RCUK 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 RCUK or Trustees, and no Trustee may be appointed to any office of RCUK paid by salary or fees or receive any remuneration or other benefit in money or money's worth from RCUK 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 2011, PROVIDED this shall not prevent a member of RCUK 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 RCUK or may pay out of such property reasonable expenses properly incurred by them when acting on behalf of RCUK.
- 6.1.2 A Trustee may benefit from Trustee indemnity insurance cover purchased at RCUK's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.

- 6.1.3 RCUK may pay reasonable and proper payment to any member, officer, servant, employee, professional or other adviser of RCUK who is not a Trustee for any goods or services supplied to RCUK.
- 6.1.4 RCUK 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 goods and/or services to RCUK where that is permitted in accordance with, and subject to the conditions in, the Charities Act 2011.
- 6.2.2 A Trustee or connected person may receive interest on money lent to RCUK at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- 6.2.3 A Trustee or connected person may receive rent for premises let by the Trustee or connected person to RCUK. 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.
- 6.2.4 A Trustee or connected person may take part in the normal trading and fundraising activities of RCUK on the same terms as members of RCUK or members of the public.

## **6.3 In clause 6.2 above:**

- 6.3.1 **"RCUK"** includes any company in which RCUK:
  - (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;
- 6.3.2 **"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 they have in a proposed transaction or arrangement with RCUK or in any transaction or arrangement entered into by RCUK which has not previously been declared; and
- 7.1.2 absent themselves from any discussions of the Trustees in which it is possible that a conflict of interest will arise between their duty to act solely in the interests of RCUK and any personal interest (including but not limited to any financial interest).

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

## **8. Liability of members to contribute to the assets of RCUK if it is wound up**

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

## **9. Membership of RCUK**

- 9.1 In this Constitution, unless otherwise expressly specified, references to **"members"** or **"membership"** refer to voting members only and do not include non-voting members.

- 9.2** The number of members of RCUK is unlimited. They remain members until they cease to be members in accordance with this Constitution.
- 9.3** Membership is open to any;
- 9.3.1 individual aged 18 or over;
  - 9.3.2 corporate body; or
  - 9.3.3 organisation which is not incorporated,  
that the Trustees decide to admit to membership.
- 9.4** 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.
- 9.5 Transfer of membership**
- 9.5.1 Membership of RCUK cannot be transferred to anyone else.
- 9.6 Duty of members**
- 9.6.1 It is the duty of each member of RCUK to exercise their powers as a member of RCUK in the way they decide in good faith would be most likely to further the purposes of RCUK.
- 9.7 Termination of membership**
- 9.7.1 Membership of RCUK comes to an end if:
- (a) the member dies, or, in the case of an organisation, ceases to exist; or
  - (b) the member sends a notice of resignation to the Trustees; or
  - (c) any sum of money owed by the member to RCUK 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 RCUK that the member in question should be removed from membership, and pass a resolution to that effect.
- 9.7.2 Before the Trustees take any decision to remove someone from membership of RCUK they must follow the procedure that is set out in the Rules.
- 9.8 Membership fees**
- 9.8.1 RCUK may require members to pay reasonable membership fees to RCUK as set out in the Rules.
- 9.9 Informal or associate (non-voting) membership**
- 9.9.1 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 for such members), and the conditions for admission to, and termination of, membership of any such class of members.
- 9.9.2 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

10.4 below, decisions of the members of RCUK 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 10.4 below, any decision of the members of RCUK 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 10.4, 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 RCUK 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 RCUK on the date when the proposal is first circulated in accordance with clause 10.3.1.

10.3.4 Not less than 10% of the members of RCUK may request the Trustees to make a proposal for decision by the members (with the relevant percentage calculated on the date the request is submitted to the Trustees).

10.3.5 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.

10.3.6 Clauses 10.3.1 to 10.3.3 apply to a proposal made at the request of members.

### **10.4 Decisions that must be taken in a particular way**

10.4.1 Any decision by the members to remove a Trustee must be taken in accordance with clause 16.2.

10.4.2 Any decision to amend this Constitution must be taken in accordance with clause 28 (Amendment of Constitution).

10.4.3 Any decision to wind up or dissolve RCUK must be taken in accordance with clause 29 (Voluntary winding up or dissolution).

10.4.4 Any decision to amalgamate or transfer the undertaking of RCUK 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 RCUK. The first AGM must be held within 18 months of the registration of RCUK, 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 Trustee elections conducted in accordance with clause 14.
- 11.1.3 Other general meetings of the members of RCUK may be held at any time.
- 11.1.4 All general meetings must be held in accordance with the provisions of this clause 11 (General meetings of members).
- 11.1.5 General meetings may be held as a physical meeting, an electronic-only meeting (a virtual meeting) or a combination of the two (a hybrid meeting).

### **11.2 Calling general meetings**

- 11.2.1 The Trustees:
  - (a) must call the annual general meeting of the members of RCUK in accordance with clause 11.1.1 and clause 11.1.2, 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 RCUK if:
  - (a) they receive a request to do so from at least 10% of the members of RCUK (calculated on the date the request is submitted); 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 RCUK for more than 15 months, then clause 11.2.2(a) shall have effect as if 5% were substituted for 10%.
- 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 RCUK must be held within 56 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 RCUK 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 RCUK, must give at least 28 clear days' notice of any annual general meeting to all of the members, and to any Trustee of RCUK who is not a member.
- 11.3.2 The Trustees, or, as the case may be, the relevant members of RCUK, must give at least 14 clear days' notice of any other general meeting to all of the members, and to



any Trustee of RCUK who is not a member.

11.3.3 If it is agreed by not less than 90% of all members of RCUK, any resolution may be proposed and passed at any general meeting even though the requirements of clause 11.3.1 or 11.3.2 (as applicable) have not been met. This 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) subject to clause 11.10.2, give the address at which the meeting is to take place and/or information on how to access the meeting electronically;
- (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;
- (d) if a proposal to alter the Constitution of RCUK is to be considered at the meeting, include the text of the proposed alteration; and
- (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 RCUK'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 RCUK.

#### **11.4 Chairing of general meetings**

11.4.1 The President shall, if present at a general meeting and willing to act, preside as chair of the meeting, provided that the President may delegate this responsibility to another Elected Trustee.

11.4.2 Subject to clause 11.4.1, the members of RCUK who are present at a general meeting shall elect a chair to preside at the meeting.

#### **11.5 Quorum at general meetings**

11.5.1 No business may be transacted at any general meeting of the members of RCUK unless a quorum is present, whether in person, electronically or by proxy, when the meeting starts.

11.5.2 Subject to the following provisions, the quorum for general meetings shall be 20 members. An organisation represented by a person present at the meeting in accordance clause 11.8, is counted as being present in person.

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 RCUK'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 RCUK 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 RCUK. 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 RCUK may determine; and
  - (d) is delivered to RCUK in accordance with the Constitution and any instructions contained in the notice of the general meeting to which they relate.
- 11.6.2 RCUK 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 RCUK 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 RCUK 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 10.4 (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 physical 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.
- (a) 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.

- (b) A poll may be taken:
- (i) at the meeting at which it was demanded; or
  - (ii) at some other time and place specified by the chair; or
  - (iii) through the use of postal or electronic communications.

11.7.3 A resolution put to the vote of a virtual or hybrid meeting shall be decided by poll in accordance with clause 11.10.3.

11.7.4 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.

11.7.5 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 Representation of members that are organisations**

11.8.1 An organisation that is a member of the CIO may, in accordance with its usual decision-making process, authorise a person to act as its representative at any general meeting of the CIO.

11.8.2 The representative is entitled to exercise the same powers on behalf of the organisation as the organisation could exercise as an individual member of the CIO.

### **11.9 Adjournment of meetings**

11.9.1 The chair may with the consent of 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.

### **11.10 Electronic general meetings**

11.10.1 Where electronic access to a general meeting is permitted, the access must be via suitable electronic means agreed by the Trustees, and members accessing the meeting electronically must be able to hear the chair of the meeting speak in order to form part of the quorum and have the ability to vote on any resolutions at the meeting.

11.10.2 Where a virtual general meeting is to be called there is no need to specify a physical address in the notice of the meeting, but the notice must provide sufficient information to allow members to access the meeting. Where a hybrid meeting is to be called, the notice must specify both the physical address and provide sufficient information to allow members to access the meeting electronically.

11.10.3 All resolutions put to the members at virtual and hybrid general meetings shall be voted on by a poll. Such poll votes may be cast by such electronic or other means as the Trustees deem appropriate for the purposes of the meeting.

11.10.4 All other provisions set out in this Constitution in respect of the calling and holding of the general meeting, including but not limited to the quorum for the meeting, proxy voting, chairing of the meeting and the procedures to be followed at virtual or hybrid meetings, shall still apply save as amended by this clause 11.10.

11.10.5 If a member, due to technological failings, is unable to attend a hybrid or virtual general meeting electronically or is only able to attend part of the general meeting, this shall not invalidate the meeting. The chair of the meeting shall however have the discretion to adjourn the meeting if such technological failings in their opinion

substantially affect the holding of the meeting. All business conducted at the general meeting up to the time of adjournment shall be valid. If the meeting is so adjourned the Trustees shall determine the new date for the meeting.

11.10.6 The Trustees may make any arrangement and impose any requirement as is necessary to ensure the identification of those taking part in any virtual or hybrid general meeting and the security of the electronic communication and which is proportionate to those objectives. In this respect the Trustees may authorise any voting application, system or facility for electronic meetings as they think fit.

11.10.7 The Trustees may take reasonable measures and may make such Rules as they deem necessary, relating to the holding of electronic general meetings from time to time.

## **12. Postal/Email Voting**

**12.1** RCUK 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.

**12.2** If postal and/or electronic voting is permitted:

12.2.1 RCUK shall conduct this through Civica Election Services (“CES”) or another suitable provider of election services chosen by the Trustees.

12.2.2 Members shall be sent an explanation of the purpose of the vote and the voting procedure by CES not less than four weeks before the deadline for receipt of votes.

## **13. Trustees**

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

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

- (a) to exercise their powers and to perform their functions as a Trustee of RCUK in the way they decide in good faith would be most likely to further the purposes of RCUK; and
- (b) to exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to:
  - (i) any special knowledge or experience that they have or hold themselves out as having; and
  - (ii) if they act as a Trustee of RCUK 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 they are under the age of 18; or
- (b) if they would automatically cease to hold office under the provisions of clause 16.1.

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

### **13.3 Number of Trustees**

13.3.1 There should be:

- (a) up to four Trustees (who must be members of RCUK) elected by the members in accordance with clause 14 ("**Elected Trustees**"); and
- (b) up to three Trustees (who need not be members of RCUK) appointed by the Trustees in accordance with clause 15 ("**Appointed 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 RCUK 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.

### **13.5 Officers**

13.5.1 The Trustees shall include:

- (a) the President;
- (b) the Vice-President;
- (c) the Honorary Secretary; and
- (d) the Honorary Treasurer,

collectively referred to as the "**Officers**".

13.5.2 The President and the Vice-President shall be Elected Trustees elected by the members in accordance with clause 14.

13.5.3 The Honorary Secretary and the Honorary Treasurer shall be appointed by the Trustees from amongst their number in accordance with procedures set out in the Rules. For the avoidance of doubt, these Officers may be either Elected Trustees or Appointed Trustees or a mixture of both.

13.5.4 No person shall hold more than one Officer role at any one time.

13.5.5 Where a vacancy arises for whatever reason in an Officer position the vacancy shall be filled in accordance with the Constitution and the Rules.

## **14. Elected Trustees**

**14.1** The members shall elect up to four Elected Trustees, including the President and the Vice-President, in accordance with the Rules.

**14.2** Elected Trustees 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 Elected Trustee positions (including the President and Vice-President) shall be set out in the Rules.

**14.4** The President shall be elected for terms of years in office as set out in the Rules.

**14.5** The Vice President shall be elected for terms of years in office as set out the Rules.

**14.6** Any other Elected Trustees shall be elected for terms of years in office as set out in the Rules.

**14.7** For the purposes of this clause 14 a term of office takes effect from the close of the annual general meeting at which an Elected Trustee is appointed and a “**year**” shall mean the period between the end of one AGM and the end of the next AGM.

## **15. Appointed Trustees**

**15.1** In order to fill the Appointed Trustee positions at 13.3.1(b), the Trustees may appoint up to three persons as Appointed 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.

**15.3** 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. Retirement and removal of Trustees**

**16.1** A Trustee ceases to hold office if they:

16.1.1 retire by notifying RCUK 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 are absent without the permission of the Trustees from all their meetings held within a period of one year and the Trustees resolve that their office be vacated;

16.1.3 die;

16.1.4 in the written opinion, given to RCUK, of a registered medical practitioner treating them, have become physically or mentally incapable of acting as a Trustee;

16.1.5 are removed by the members of RCUK in accordance with clause 16.2;

16.1.6 are removed by a resolution of the Trustees in accordance with clause 16.4; or

16.1.7 are 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.

**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 notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify their removal from office, and has been given a reasonable opportunity of making oral and/or written representations to the members of RCUK. The length of notice required is:

16.3.1 If the resolution is to be proposed at an AGM, at least 28 clear days’ notice.

16.3.2 If the resolution is to be proposed at any other general meeting, at least 14 clear days’ notice.

**16.4** The Trustees may remove a Trustee by a resolution 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 at least 7 clear days’ notice in writing of the intention to propose such a resolution at the meeting, and has been given a reasonable

opportunity of making oral and/or written representations to the Trustees in connection with their proposed removal.

## **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 in writing or electronic form agreed by a majority of all of the Trustees, which may comprise either a single document or several documents containing the text of the resolution in like form to which the majority of all of the Trustees has signified their agreement. Such a resolution shall be effective provided that

- (a) a copy of the proposed resolution has been sent, at or as near as reasonably practicable to the same time, to all of the Trustees; and
- (b) the majority of all of the Trustees has signified agreement to the resolution in a document or documents which has or have been authenticated by their signature, by a statement of their identity accompanying the document or documents, or in such other manner as the Trustees have previously resolved, and delivered to the CIO at its principal office or such other place as the trustees may resolve within 28 days of the circulation date.

## **18. Delegation by Trustees**

**18.1** The Trustees may delegate any of their powers or functions to a Board 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 a Board committee may consist of two or more persons, but at least one member of each Board committee must be a Trustee;

18.2.2 the acts and proceedings of any Board committee must be brought to the attention of the Trustees as a whole as soon as is reasonably practicable; and

18.2.3 the Trustees shall from time to time review the arrangements which they have made for the delegation of their powers.

**18.3** Subject to this clause 18, the Trustees shall establish an Executive Committee, the composition of which, and terms of reference for, 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, if present at a meeting of the Trustees and willing to act, preside as chair of the meeting, provided that the President may delegate responsibility for presiding at a meeting to another Elected Trustee.

19.2.2 Subject to clause 19.2.1, the Trustees who are present at a meeting shall elect a chair to preside at the meeting.

### **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 at least two of those three Trustees being Elected Trustees. A Trustee shall not be counted in the quorum present when any decision is made about a matter upon which they are not entitled to vote.

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;

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 them 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** RCUK shall execute documents by signature.

**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 RCUK will comply with the requirements of the Communications Provisions 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;



and

- (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:

- (a) constitutional documents, such as notices for general meetings; and/or
- (b) any other documents or information that RCUK is, by a charity law provision, expressly required or authorised to send to members,

and does not apply to all publications that RCUK may produce.

## **22.2 To RCUK**

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

## **22.3 By RCUK**

22.3.1 Any member or Trustee of RCUK, by providing RCUK with their email address or similar, is taken to have agreed to receive communications from RCUK in electronic form at that address, unless the member or Trustee has indicated to RCUK their 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 RCUK's 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 19.1 (Calling meetings); and
- (c) submit any proposal to the members or Trustees for decision by written resolution or postal vote in accordance with RCUK's powers under clause 10 (Members' decisions), clause 10.3 (Decisions taken by resolution in writing), or clause 12 (Postal voting).

22.3.3 The Trustees must:

- (a) take reasonable steps to ensure that members and Trustees are notified promptly 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** RCUK 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 RCUK;

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; and

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 RCUK, 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 RCUK entered on the Central Register of Charities.

## **26. Rules**

- 26.1** 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 RCUK, 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 RCUK on request.

## **27. Disputes**

- 27.1** If a dispute arises among members of RCUK 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 2011:
- 28.1.1 This Constitution can only be amended:
- (a) by resolution agreed in writing by all members of RCUK; or
  - (b) by a resolution passed by a 75% majority of votes cast at a general meeting of the members of RCUK.
- 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 RCUK 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 RCUK's Constitution as amended, must be sent to the Charity Commission within 15 days from the date on which the resolution is passed.

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

- 29.1** As provided by the Dissolution Regulations, RCUK may be dissolved by resolution of its members. Any decision by the members to wind up or dissolve RCUK can only be made:
- 29.1.1 at a general meeting of the members of RCUK 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 RCUK.

**29.2** Subject to the payment of all RCUK's debts:

29.2.1 any resolution for the winding up of RCUK, or for the dissolution of RCUK without winding up, may contain a provision directing how any remaining assets of RCUK shall be applied;

29.2.2 if the resolution does not contain such a provision, the Trustees must decide how any remaining assets of RCUK shall be applied; and

29.2.3 in either case the remaining assets must be applied for charitable purposes the same as or similar to those of RCUK.

**29.3** RCUK must observe the requirements of the Dissolution Regulations in applying to the Charity Commission for RCUK 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 RCUK;
- (b) a declaration by the Trustees that any debts and other liabilities of RCUK 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 RCUK 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 RCUK, and to any Trustee of RCUK who was not privy to the application.

**29.4** If RCUK 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 Trustee or former Trustee or other personnel may otherwise be entitled, RCUK may indemnify every Trustee or other personnel out of the assets of RCUK against all costs and liabilities incurred by them which relate to anything done or omitted or alleged to have been done or omitted by them as a Trustee or other personnel save that no Trustee may be entitled to be indemnified:

30.1.1 for any liability incurred by them to RCUK or any associated company of RCUK;

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 they have incurred in defending any criminal proceedings in which they are convicted and such conviction has become final; and

30.1.5 for any liability which they have incurred in defending any civil proceedings brought by RCUK or an associated company in which a final judgment has been given against them.

**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, RCUK may provide funds to every Trustee or other personnel to meet expenditure incurred or to be

incurred by them 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 them as a Trustee or former Trustee or personnel, provided that they will be obliged to repay such amounts no later than:

30.2.1 in the event they are convicted in proceedings, the date when the conviction becomes final; or

30.2.2 in the event of judgment being given against them in proceedings, the date when the judgment becomes final.

## **31. Interpretation**

**31.1** In this Constitution, the following words and/or phrases shall have the following meanings:

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 clause 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), 31.1.1(b) or 31.1.1(c) has a substantial interest; or
  - (ii) two or more persons falling within 31.1.1(e)(i), when taken together, have a substantial interest.

Sections 350 – 352 of the Charities Act 2011 apply for the purposes of interpreting this definition of “connected person”.

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

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

31.1.4 **“Communications Provisions”** means the Communications Provisions in Part 9 of the General Regulations.

31.1.5 **“Trustee”** means a trustee of RCUK.

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

31.1.7 **“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).

**31.2** In this Constitution, references to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.