

Teignmouth Town Council GRANT APPLICATION

Please answer all questions – failure to do so may result in a delay in the determination of your application

Q1 Contact Details

Name of organisation making application: ...

TAAG CIO

Name of your project (if this is different):

Building refurbishment project - ground floor

Name of contact for this application

Title : Ms.... First Name: ElisabethSurname: Lockyear

Position held in the organisation: Trustee and Chair of TAAG CIO

Contact Address, including full postcode:

Woodland Cottage

6 Lower Brimley Road, Teignmouth

Postcode TQ14 8LH

Contact Telephone Number: 07753 816399

Email address: Lizlockyear@aol.com

About your organisation

Q2 What type of organisation are you?

Tick (✓) relevant category:

Registered Charity: (✓)Charity Registration Number 1188013....

Voluntary Organisation: ()

Other – Please specify:

Q3 When was your organisation established?

2009 as a CIC but registered as a Charity in 2020

.....

Q4 Briefly describe the purpose of your organisation.

Describe the usual activities/services you provide.

If you are a new organisation, describe the services/activities you plan to provide.

TAAG CIO is a community arts organisation charity managed by trustees and volunteers on behalf of Teignmouth as a legacy building in perpetuity. It was created to help and assist artists and provide facilities and support for members of the community. We a hub for the community and provide exhibition facilities for artists , support workshops, other events and support to some of the more vulnerable visitors.

Our refurbishment programme will enable us to improve the facilities, open the ground floor and offer and also improve the safety of the building.

Q5 If you are a subsidiary of a larger organisation, please state which one;

N/A.....

Q6 Does your organisation have an agreed constitution or Memorandum of Association?

Please state which and attach a copy:

We have adopted the Charity Commission standard Constitution a copy of which is attached.

Q7 Previous Applications

If you have applied for and received funding from Teignmouth Town Council in the past please provide details of the amount, the year and briefly what the funding was used for.

No previous applications by the Charity

Details of the project or activities you are planning

Q8 Describe the projects/activities you plan to use this grant for.

Try to be specific about what you will do and how you will do it.

The overall project will improve both the safety and environmental impact of the building and enable TAAG to offer more facilities. The eventual provision of a number of studios will provide vital facilities and extra income to make the building financially sustainable for community use.

The provision of the fireboard (plasterboard) will enable us to meet building control regulations and make the building much safer with enhanced fire protection..

.....
.....

Please state how you have identified this need and how the project will benefit the people of Teignmouth, together with the estimated time span.

Having purchased the building from Teignbridge Council we have been able to remove wall coverings to see the extent of work required. There was a complete absence of any fireproofing which will be necessary to gain building control approval so that we can reopen. It will also give the trustees peace of mind knowing that the building will be up to standard in terms of fire protection.

.....
.....

Q9 What criteria will you use to measure the success of the project and how many people from the Town do you expect to benefit for the project/activity?

Success in this case will be the passing of building control approval for the fire proofing of the ground floor walls and reopening of the ground floor. The town will benefit in the knowledge that we will have made the ground floor (and later the

rest of the building) as well protected from fire damage as possible. The residents and visitors will benefit in a variety of ways – it enhances the arts quarter, Tourism and provides facilities for lots of other organisations. Prior to closure for Covid and refurbishment we had an annual footfall of 50,000

Q10 What, if any, special safety issues are related to your project/activity?

Please provide the following information –

- i) What kind of insurance does your organisation have? TAAG CIO hold full building insurance plus public liability and employers insurance
- ii) Do the leaders have the relevant qualifications and/or experience?
Yes all course leaders are well trained and the trustees have many years experience in business and the arts.
- iii) What policies does your organisation have in place (i.e. Health and Safety, Safeguarding, etc.)?
Health & Safety, Safeguarding, Equality and Diversity, Environmental, Manual Handling

Q11 Please provide details of the amount of funding you need for your project and give us a breakdown of what the money is for (please enclose any relevant estimates or details).

Tell us the amount of grant requested £1500.00... and provide a detailed breakdown as to how you have reached this figure.

£1500 is the maximum we can ask for and fireboarding is a major part of the overall cost so we are seeking assistance with this part of this project.

Tell us how much money the project will cost in total: £1800.00 for fire board as part of the £300,000.00 overall cost of the refurbishment

How much money has been raised towards this sum: £300.00 towards the £1800.00 fire board cost.

Please list the amounts and sources of funds that you expect to receive for other funding sources.

The complete refurbishment of the whole building is an ongoing project We have applied to the Art's Council, Government COF and The Foyle foundation as well as other funders and have split the project into smaller items so that we can apply to the appropriate funders.

We have already raised £200,000 from donations and various funders to purchase the building, pay administration and start the refurbishment.

This grant will enable us to complete this vital work to open the ground floor.

Q12 Any other information which you consider to be relevant to your application.

This replaces a previous application which was submitted before we started this phase of the work and we were requested to reapply reapply once we were able to start the work. so.

Q 13 Please give us your bank or building society account details

You can only apply for a grant if you have a bank/building society account in the name of your organisation. We will only pay grants into an account which requires at least two people to sign each cheque or withdrawal. **These people should not be related.**

Account name: TAAG CIO

Sort code: 30-90-89

Account number: 67808168

Bank/Building Society name: Lloyds Bank

Bank/Building Society address PO Box 1000, Andover BX1 1LT

Who are the signatories and what position do they hold in your organisation?

1	Name Elisabeth Ann Lockyear	Position Chair & trustee
2	Name Thomas Roger Smith	Position Treasurer & trustee
3	Name	Position

Q14 Please provide a copy of your most recent annual audited accounts or, in the case of newly established organisations, the projected income and expenditure for the next twelve months.

Please attach your most recent audited accounts or financial projections for a new organisation. **You need to include these documents with this application.**

Q15 Declaration

Please give details of a senior member of your organisation. For example, this may be your Chairperson, Treasurer or Secretary. They must read the application and sign below. **(This must not be the main contact name in Q1).**

I confirm, on behalf of TAAG CIO):

That I am authorised to sign this declaration on its behalf, and that, to the best of my knowledge and belief, all replies are true and accurate.

I confirm that I have read the Terms and Conditions set out in the Notes which accompanied this application and further confirm that this application is made on the basis that if successful, the organisation will be bound to use the grant only for the purpose specified in this application, and will have to comply with those Terms and Conditions and any others which the Council might attach to the Grant.


Post held in organisation: Trustee and Treasurer

Title First Name: Thomas Roger Surname: Smith

Contact address:

19 Higher Holcombe Road
Teignmouth TQ14 8RJ

Telephone: 07725 006003

Signed:  Date: ...17/1/2023.....


Q16 Signature of Person Completing the Application

This must be the signature of the person named in Q1 as the main contact and **not be the same person who has signed in Q15**

I confirm that, to the best of my knowledge and belief, all the information in this application form is true and correct. I understand that you may ask for additional information at any stage of the application process.

Signed:  Date: 17/1/2023

I agree that by completing and submitting this Grant Application Form, that the Council may process my personal information for providing information and corresponding with me but will not otherwise share that data. Specifically, I agree that the Council can keep the contact information data I have provided within the Form for the purposes of this Grant Application. Should the organisation be successful in securing a Grant this information may be kept for a period of 6 months. If however the Application is unsuccessful I would expect the Form to be destroyed as soon as the decision making process has been completed and the organisation has been advised to that effect. I am aware that I can request that my personal information be destroyed at my request, but I accept that this may impact the communication the Council would be able to have with the organisation.

Signed  Date 17/1/2023

Please return your completed application form to:

**Town Clerk
Teignmouth Town Council
Bitton House
Bitton Park Road
TQ14 9DF**

**Telephone: 01626 242085
Email: townclerk@teignmouth-devon.gov.uk**

GDPR and Data Protection

Here at Teignmouth Town Council we are committed to ensuring that your privacy is protected by adhering to the principles of the EU General Data Protection Regulation (GDPR). Should we ask you to provide certain personal information by which you can

be identified for the purpose of a contract with us, signing up to our mailing list, newsletter or use of our website, then you can be assured that it will only be used for the purpose it was collected.

It will never be used by any third party for any other form of processing or marketing purposes.

Teignmouth Town Council does not pass on any of its data to third parties other than those specified to undertake the contract entered into.

Teignmouth Town Council may change this policy from time to time by updating this statement. Statement can be found at: -

[Teignmouth Town Council Privacy Notice Web Link](#)

TAAG CHARITABLE INCORPORATED ORGANISATION

Trustees First Annual Report and Accounts

Year ended 31st March 2022

Registered Charity Number: 1188013

TAAG CHARITABLE INCORPORATED ORGANISATION

Year Ended 31st March 2022

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TAAG CHARITABLE INCORPORATED ORGANISATION

Administrative Information

The Charity is known as TAAG CIO

and may also be known as Teignmouth Arts Action Group CIO

Registered address: TAAG Arts & Community Centre
4/5 Northumberland Place
Teignmouth
Devon
TQ14 8DD

Registration Number: 1188013

Trustees: Elisabeth Ann Lockyear – Chair
Thomas Roger Smith - Trustee
Julia Caroline Vella – Trustee
Stephen Anthony Brown – Trustee

Structure and Management

TAAG CIO is a Charitable Incorporated Organisation governed by a constitution based on the CIO Constitution and was adopted on 9th September 2019 – revised 24th January 2020.

The Charity can appoint a maximum of 9 trustees and a minimum of 3 and was formed with 5 initial trustees who were the directors of the Community Interest Company that had operated in the building prior to its conversion to TAAG CIO.

The initial appointment for all 4 trustees was for 3 years. Additional trustees will also be elected initially for 3 years

New trustees will be appointed as required to help conformity with the constitution and selected in line with Charity guidance with regard to their skills, knowledge and experience related to the charity.

The day-to-day management currently rests with the Chair and the other trustees and is likely to remain this way until the proposed refurbishment is complete which will result in a suitably increased income. All trustees and other helpers are volunteers and receive no financial benefits.

Trustees Annual Report

Year ended 31st March 2022

The trustees present their second annual report covering the period from 1st April 2021 to 31st March 2022.

Objects and Activities

For the public benefit to:

- 1) Promote and advance the visual arts in all its forms in particular but not exclusively by: a) promoting and exhibiting works of artistic excellence; and b) providing gallery and studio space and other facilities for the creation and public display of work
- 2) Advance the education of the public in the arts and crafts in particular but not exclusively by the provision of a community arts centre, workshops, classes and art sessions.

TAAG CIO is a voluntary organisation based in Teignmouth in Devon.

For 12 years the TAAG building was operated by a Community Interest Company with five volunteer directors. These directors are now the trustees of TAAG CIO.

The CIC occupied the current building on a leased basis from the owners, the District Council, from whom the building was eventually purchased and the TAAG became a CIO in February 2020.

Part of the sale conditions by the District Council included some modifications to the building which left it without any toilet facilities or staircase access to the first and second floors.

The early days of occupation concentrated on raising essential funds to start refurbishment of the building. Being at a time when the effects of Covid restriction were still resulting in restrictions and delays in essential services such as Council planning and Building Control we were unable to make the progress we had anticipated.

The final planning approval was eventually given in December 2021. Building regulations approval has taken longer and it wasn't until early 2022 that we were able to get permission to commence building work.

In order to reduce eventual timescales the trustees themselves and a local contractor were employed upon internal demolition and realignment not affected by building regulations.

The successful Crowdfunder reported last year provided the ability to bring in an electrician and carpenter to commence some work. A supporter also provided a temporary staircase to allow access to the upper floors.

The agreement with the District Council to allow us the use of a disused building on the seafront for the Summer season was extended until after the end of the financial year in March 2022 which allowed us to continue the pop up exhibitions providing additional income and helped to make gallery space for the public display of local artists work and provide some workshops during the school holidays.

All these exhibitions were freely available to members of the public.

Because of the closure of the main building for a lengthy period and lack of major funding we have had to revise the timescale of our refurbishment programme and we were not able to reopen during the current financial year. Whilst this was disappointing the trustees will be making every effort to secure more funding once grant funding becomes more available after the relaxation of Covid regulations. As TAAG now own the building and intend it to remain an asset for the town for the future we believe that a delay in final completion is not as important as getting the facilities right and fit for purpose.

The trustees have made efforts to keep interest in TAAG and our plans for the future were published to keep members of the public informed of our intentions.

Where possible and safe to do so we have involved our supporters in the progress and have appreciated their invaluable help in helping us to clear out unwanted debris and preparing for the refurbishment that will take place later.

The annual TRAIL sculpture exhibition was able to proceed as usual and attracted many visitors to the town and maintained visibility of what we support and encourage.

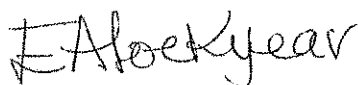
It is anticipated that 2022 - 23 will not be as difficult for securing funding and the trustees hope that they will be able to commence work on the ground floor with the initial strengthening of the structure by the addition of steel supporting beams in vital areas.

If the temporary lease on the sea front building is allowed to continue until at least the end of the financial year it will maintain an income source and allow the continuation of exhibitions and workshops for artists and support for mental, health in these difficult times.

It will also allow us to continue providing gallery and workshop space for the public benefit.

The choice of art curated into our programmes is intended to appeal to as wide a public audience as possible, to reflect diversity, accessibility and inclusivity and designed to develop an insight and appreciation of the arts for our communities

Signed on behalf of TAAG CIO



Elisabeth Ann Lockyear

18 January 2023

Chair TAAG CIO

TAAG CHARITABLE INCORPORATED ORGANISATION
STATEMENT OF FINANCIAL ACTIVITIES
(INCORPORATING PROFIT & LOSS ACCOUNT)
FOR THE YEAR ENDED 31 MARCH 2022

		2022		2021
	£	£	£	£
Income				
Sales		57,330		6,187
Donated sales		5,096		703
Donations		12,059		149,550
Gallery rental		7,170		245
Raffles		-		380
Exhibitions		-		975
Gift aid		-		8,491
		<u>81,655</u>		<u>166,531</u>
Cost of sales				
Artists reimbursements		(47,569)		-
		<u>34,086</u>		<u>166,531</u>
Gross surplus	42%		100%	
Other income - grants		10,667		8,271
Other income - sundry		540		-
Administrative expenses				
Wages and salaries	-		-	
Water rates	776		319	
Insurance	1,225		903	
Light and heat	321		706	
Repairs and maintenance	1,621		781	
Cleaning	174		184	
Printing, postage and stationary	227		37	
Advertising	848		299	
Telephone & broadband	825		673	
Computer running costs	279		264	
Professional fees	-		-	
Accountancy	550		550	
Bank charges and interest	59		254	
Loan interest	-		-	
Volunteers expenses	808		1,227	
Sundry expenses	909		79	
Depreciation of fixtures and fittings	36		-	
		<u>(8,658)</u>		<u>(6,276)</u>
Net surplus / (deficit) for the year		36,635		168,526

TAAG CHARITABLE INCORPORATED ORGANISATION

BALANCE SHEET AS AT 31 MARCH 2022

			2022	2021
	Notes	£	£	£
Fixed assets				
Tangible assets	4		<u>158,350</u>	<u>151,675</u>
			158,350	151,675
Current assets				
Debtors	5	63	-	-
Cash at bank		<u>62,298</u>	<u>32,401</u>	
		62,361	32,401	
Creditors: amounts falling due within one year	6	<u>(5,550)</u>	<u>(5,550)</u>	
Net current liabilities			56,811	26,851
Long term liabilities	7		<u>(10,000)</u>	<u>(10,000)</u>
Total assets less current liabilities			<u>205,161</u>	<u>168,526</u>
Capital and Reserves				
Unrestricted funds	8		205,161	168,526
Restricted funds			-	-
Total funds			<u>205,161</u>	<u>168,526</u>

For the financial year ended 31 March 2022 the charity was entitled to exemption from audit under section 477 of the Companies Act 2006.

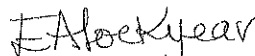
The trustees acknowledge their responsibilities for complying with the requirements of the Act with respect to accounting records and the preparation of financial statements.


The trustees have not required the charity to obtain an audit of the financial statements for the year in question in accordance with section 476.

These financial statements have been prepared in accordance with the provisions applicable to small companies regime and in accordance with FRS102 SORP.

The financial statements were approved by the board of directors and are signed on its behalf.

Approved by the Board for issue on 18 January 2023


Elisabeth Ann Lockyear
Trustee


Thomas Roger Smith
Trustee

Charity registration number 1188013

TAAG CHARITABLE INCORPORATED ORGANISATION

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 MARCH 2022

1 Accounting policies

Charity information

TAAG Charitable Incorporated Organisation is a charity registered in England and Wales. The registered office is TAAG Arts & Community Centre, 4-5 Northumberland Place, Teignmouth, Devon, TQ14 8DD.

Tangible fixed assets

Tangible fixed assets are initially measured at cost and subsequently measured at cost or valuation, net of depreciation and any impairment losses.

The gain or loss arising on the disposal of an asset is determined as the difference between the sale proceeds and the carrying value of the asset, and is credited or charged to profit or loss.

Taxation

The charity is not subject to taxation.

2	Operating Surplus	2022	2021
		£	£
	Operating surplus is stated after charging:		
	Depreciation of tangible assets	<u>36</u>	<u>-</u>

3 Grants

During the year, grants totalling £37,439 were received. Of these, £26,772 was restricted and related to capital improvements, as such they are recognised within fixed assets.

The remaining £10,667 was unrestricted and is recognised in the Statement of Financial Activities as other income.

TAAG CHARITABLE INCORPORATED ORGANISATION

**NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)
FOR THE YEAR ENDED 31 MARCH 2022**

3 Grants (continued)

Grants were received from the following providers;

	£	
Teignbridge District Council	10,667	
The Architectural Heritage Fund	<u>26,772</u>	Restricted
	<u>37,439</u>	

4 Tangible fixed assets

	Property £	Fixtures, fittings & equipment £	Total £
Cost			
At 1 April 2021	151,675	-	151,675
Additions	6,531	180	6,711
At 31 March 2022	<u>158,206</u>	<u>180</u>	<u>158,386</u>
Depreciation			
At 1 April 2021	-	-	-
Charge for the year	<u>-</u>	<u>36</u>	<u>36</u>
At 31 March 2022	<u>-</u>	<u>36</u>	<u>36</u>
Net Book Value			
At 31 March 2022	<u>158,206</u>	<u>144</u>	<u>158,350</u>
At 31 March 2021	<u>151,675</u>	<u>-</u>	<u>151,675</u>

TAAG CHARITABLE INCORPORATED ORGANISATION

**NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)
FOR THE YEAR ENDED 31 MARCH 2022**

5	Debtors	2022 £	2021 £
	Trade debtors	63	-
	Other debtors	-	-
		<u>63</u>	<u>-</u>
6	Creditors: amounts falling due within one year	2022 £	2021 £
	Trade creditors	-	-
	Other creditors	550	550
	Deferred income	5,000	5,000
	Loans	-	-
		<u>5,550</u>	<u>5,550</u>
7	Creditors: amounts falling due after one year	2022 £	2021 £
	Loans	<u>10,000</u>	<u>10,000</u>
		<u>10,000</u>	<u>10,000</u>
8	Statement of movements on total funds		Unrestricted funds £
	Balance as at 1 April 2021		168,526
	Surplus for the year		<u>36,635</u>
	Balance at 31 March 2022		<u>205,161</u>



Section A Independent Examiner's Report

**Report to the trustees/
members of** TAAG CHARITABLE INCORPORATED ORGANISATION

**On accounts for the
period ended** 31 March 2022 **Charity no
(if any)** 1188013

Set out on pages 6-10 (Statement of Financial Activities & Balance Sheet)

I report to the trustees on my examination of the accounts of the above charity ("the Trust") for the year ended 31 March 2022.

**Responsibilities and
basis of report** As the charity trustees of the Trust, you are responsible for the preparation of the accounts in accordance with the requirements of the Charities Act 2011 ("the Act").

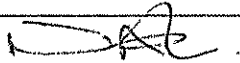
I report in respect of my examination of the Trust's accounts carried out under section 145 of the 2011 Act and in carrying out my examination, I have followed the applicable Directions given by the Charity Commission under section 145(5)(b) of the Act.

**Independent
examiner's statement**

I have completed my examination. I confirm that no material matters have come to my attention in connection with the examination which gives me cause to believe that in, any material respect:

- accounting records were not kept in accordance with section 130 of the Act or
- the accounts do not accord with the accounting records

I have no concerns and have come across no other matters in connection with the examination to which attention should be drawn in order to enable a proper understanding of the accounts to be reached.

Signed:  **Date:** 6/1/23

Name: Nichola Ash

**Relevant professional
qualification(s) or body
(if any):** ATT

Address: 180 Mincinglake Road, Exeter, Devon, EX4 7DS

Section B Disclosure

Only complete if the examiner needs to highlight matters of concern (see CC32, Independent examination of charity accounts: directions and guidance for examiners).

Give here brief details of any items that the examiner wishes to disclose.

None



Constitution of TAAG CIO

Date of constitution: 9th September 2019 – revised 24th January 2020

1. Name

The name of the Charitable Incorporated Organisation ("the CIO") is TAAG CIO also known as Teignmouth Arts Action Group CIO

2. National location of principal office

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

3. Objects

For the public benefit to:

- 1) Promote and advance the visual arts in all its forms in particular but not exclusively by:
 - a) promoting and exhibiting works of artistic excellence; and
 - b) providing gallery and studio space and other facilities for the creation and public display of work
- 2) Advance the education of the public in the arts and crafts in particular but not exclusively by the provision of a community arts centre, workshops, classes and art sessions.

4. Powers

The CIO has the power to do anything, which is calculated to further its objects or is conducive or incidental to doing so. In particular, the CIO has power to:

- (1) borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed. The CIO must comply as appropriate with sections 124 and 125 of the Charities Act 2011, if it wishes to mortgage land;
- (2) buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- (3) sell, lease or otherwise dispose of all or any part of the property belonging to the CIO. In exercising this power, the CIO must comply as appropriate with sections 117 and 119 - 123 of the Charities Act 2011.
- (4) employ and remunerate such staff as are necessary for carrying out the work of the CIO. The CIO may employ or remunerate a charity trustee only to the extent that it is permitted to do so by clause 6 (Benefits and payments to charity trustees and connected persons) and provided it complies with the conditions of that clause;
- (5) deposit or invest funds, employ a professional fund manager and arrange for the investments or other property of the CIO to be held in the name of a nominee, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000.

5. Application of income and property

- (1) The income and property of the CIO must be applied solely towards the promotion of the objects.
 - (a) A charity trustee is entitled to be reimbursed from the property of the CIO or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the CIO.



(b) A charity trustee may benefit from trustee indemnity insurance cover purchased at the CIO's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.

(2) None of the income or property of the CIO may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the CIO.

(3) Nothing in this clause shall prevent a charity trustee or connected person receiving any benefit or payment, which is authorised by clause 6.

6. Benefits and payments to charity trustees and connected persons

(1) General provisions

No charity trustee or connected person may:

(a) buy or receive any goods or services from the CIO on terms preferential to those applicable to members of the public;

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

(c) be employed by, or receive any remuneration from, the CIO

(d) receive any other financial benefit from the CIO; unless the payment or benefit is permitted by sub-clause (2) of this clause or authorised by the court or the Charity Commission ("the Commission"). In this clause, a "financial benefit" means a benefit direct or indirect, which is either money or has a monetary value.

(2) Scope and powers permitting trustees' or connected persons' benefits

(a) A charity trustee or connected person may receive a benefit from the CIO as a beneficiary of the CIO provided that it is available generally to the beneficiaries of the CIO.

(b) A charity trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the CIO where that is permitted in accordance with and subject to the conditions in section 185 to 188 of the Charities Act 2011.

(c) Subject to sub-clause (3) of this clause a charity trustee or connected person may provide the CIO with goods that are not supplied in connection with services provided to the CIO by the charity trustee or connected person.

(d) A charity trustee or connected person may receive interest on money lent to the CIO at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).

(e) A charity trustee or connected person may receive rent for premises let by the trustee or connected person to the CIO. The amount of the rent and the other terms of the lease must be reasonable and proper. The charity trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.

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



(3) Payment for supply of goods only – controls

The CIO and its charity trustees may only rely upon the authority provided by sub-clause (2)(c) of this clause if each of the following conditions is satisfied:

- (a) The amount or maximum amount of the payment for the goods is set out in a written agreement between the CIO and the charity 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 charity trustees are satisfied that it is in the best interests of the CIO to contract with the supplier rather than with someone who is not a charity trustee or connected person. In reaching that decision the charity trustees must balance the advantage of contracting with a charity 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 a discussion of the proposal to enter into a contract or an arrangement with him or her or it with regard to the supply of goods to the CIO.
- (e) The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of charity trustees is present at the meeting.
- (f) The reason for their decision is recorded by the charity trustees in the minute book.
- (g) A majority of the charity trustees then in office are not in receipt of remuneration or payments authorised by clause 6.

(4) In sub-clauses (2) and (3) of this clause:

- (a) “the CIO” includes any company in which the CIO:
 - (i) holds more than 50% of the shares; or
 - (ii) controls more than 50% of the voting rights attached to the shares; or
 - (iii) has the right to appoint one or more directors to the board of the company.
- (b) “connected person” includes any person within the definition set out in clause 30 (Interpretation).

7. Conflicts of interest and conflicts of loyalty

A charity trustee must:

- (1) declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the CIO or in any transaction or arrangement entered into by the CIO which has not previously been declared; and
- (2) absent himself or herself from any discussions of the charity trustees in which it is possible that a conflict of interest will arise between his or her duty to act solely in the interests of the CIO and any personal interest (including but not limited to any financial interest).

Any charity trustee absents 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 charity trustees on the matter.



8. Liability of members to contribute to the assets of the CIO if it is wound up

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

9. Charity trustees

(1) Functions and duties of charity trustees

The charity trustees shall manage the affairs of the CIO and for that purpose exercise all the powers of the CIO. It is the duty of each charity trustee:

(a) to exercise his or her powers and to perform his or her functions in his or her capacity as a trustee of the CIO in the way he or she decides in good faith would be most likely to further the purposes of the CIO; and

(b) to exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to:

(i) any special knowledge or experience that he or she has or holds himself or herself out as having; and,

(ii) if he or she acts as a charity trustee of the CIO in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.

(2) Eligibility for trusteeship

(a) Every charity trustee must be a natural person.

(b) No individual may be appointed as a charity trustee of the CIO:

· if he or she is under the age of 16 years; or

· if he or she would automatically cease to hold office under the provisions of clause 12(1)(e).

(c) No one is entitled to act as a charity trustee whether on appointment or on any re- appointment until he or she has expressly acknowledged, in whatever way the charity trustees decide, his or her acceptance of the office of charity trustee.

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

(3) Number of charity trustees

(a) There should be not less than three nor more than nine appointed trustees.

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

(c) The maximum number of charity trustees that can be appointed is as provided in sub-clause (a) of this clause. No trustee appointment may be made in excess of these provisions.



(4) First charity trustees

The first charity trustees are as follows and are appointed for the following terms–

Elisabeth Ann Lockyear 3 Years
Julia Caroline Vella 3 years
Thomas Roger Smith 3 years
Peter John Foy 3 Years
Stephen Anthony Brown 3 years

10. Appointment of charity trustees

Appointed charity trustees

(a) Apart from the first charity trustees, every appointed trustee must be appointed for a term of three years by a resolution passed at a properly convened meeting of the charity trustees.

(b) In selecting individuals for appointment as appointed charity trustees, the charity trustees must have regard to the skills, knowledge and experience needed for the effective administration of the CIO.

11. Information for new charity trustees

The charity trustees will make available to each new charity trustee, on or before his or her first appointment:

- (a) a copy of the current version of this constitution; and
- (b) a copy of the CIO's latest Trustees Annual Report and statement of accounts.

12. Retirement and removal of charity trustees

(1) A charity trustee ceases to hold office if he or she:

- (a) retires by notifying the CIO in writing (but only if enough charity trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings);
- (b) is absent without the permission of the charity trustees from all their meetings held within a period of six months and the trustees resolve that his or her office be vacated;
- (c) dies;
- (d) becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs; or
- (e) is disqualified from acting as a charity trustee by virtue of sections 178 - 180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).

(2) Any person retiring as a charity trustee is eligible for reappointment.

(3) A charity trustee who has served for three consecutive terms may not be reappointed for a fourth consecutive term but may be reappointed after an interval of at least one year.



13. Taking of decisions by charity trustees

Any decision may be taken either:

- at a meeting of the charity trustees; or
- by resolution in writing or electronic form agreed by all of the charity trustees, which may comprise either a single document or several documents containing the text of the resolution in like form to each of which one or more charity trustees has signified their agreement.

14. Delegation by charity trustees

(1) The charity trustees may delegate any of their powers or functions to a committee or committees, and, if they do, they shall determine the terms and conditions on which the delegation is made. The charity trustees may at any time alter those terms and conditions, or revoke the delegation.

(2) This power is in addition to the power of delegation in the General Regulations and any other power of delegation available to the charity trustees, but is subject to the following requirements:

(a) a committee may consist of two or more persons, but at least one member of each committee must be a charity trustee;

(b) the acts and proceedings of any committee must be brought to the attention of the charity trustees as a whole as soon as is reasonably practicable; and

(c) the charity trustees shall from time to time review the arrangements, which they have made for the delegation of their powers.

15. Meetings of charity trustees

(1) Calling meetings

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

(b) Subject to that, the charity trustees shall decide how their meetings are to be called, and what notice is required.

(c) There will be a minimum of 4 meetings a year and at least one of them will be a general meeting.

(2) Chairing of meetings

The charity trustees may appoint one of their number to chair their meetings and may at any time revoke such appointment. If no-one has been so appointed or if the person appointed is unwilling to preside or is not present within ten minutes after the time of the meeting, the charity trustees present may appoint one of their number to chair that meeting.

(3) Procedure at meetings

(a) 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 charity trustees or the number nearest to one third of the total number of charity trustees, whichever is the greater, or such larger number as the charity trustees may decide from time to time. A charity 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.



- (b) Questions arising at a meeting shall be decided by a majority of those eligible to vote.
- (c) In the case of an equality of votes, the person who chairs the meeting shall have a second or casting vote.

(4) Participation in meetings by electronic means

- (a) A meeting may be held by suitable electronic means agreed by the charity trustees in which each participant may communicate with all the other participants.
- (b) Any charity trustee participating at a meeting by suitable electronic means agreed by the charity trustees in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting.
- (c) Meetings held by electronic means must comply with the rules for meetings, including chairing and the taking of minutes.

16. Membership of the CIO

- (1) The members of the CIO shall be its charity trustees for the time being. The only persons eligible to be members of the CIO are its charity trustees. Membership of the CIO cannot be transferred to anyone else.
- (2) Any charity trustee who ceases to be a charity trustee automatically ceases to be a member of the CIO.

17. Informal or associate (non-voting) membership

- (1) The charity 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.
- (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.

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

- (1) Any decision to:
 - (a) amend the constitution of the CIO;
 - (b) amalgamate the CIO with, or transfer its undertaking to, one or more other CIOs, in accordance with the Charities Act 2011; or
 - (c) wind up or dissolve the CIO (including transferring its business to any other charity) must be made by a resolution of the members of the CIO (rather than a resolution of the charity trustees).
- (2) Decisions of the members may be made either:
 - (a) by resolution at a general meeting; or
 - (b) by resolution in writing, in accordance with sub-clause (4) of this clause.



(3) Any decision specified in sub-clause (1) of this clause must be made in accordance with the provisions of clause 28 (Amendment of constitution), clause 29 (Voluntary winding up or dissolution), or the provisions of the Charities Act 2011, the General Regulations or the Dissolution Regulations as applicable.

Those provisions require the resolution to be agreed by a 66% majority of those members voting at a general meeting, or agreed by all members in writing.

(4) Except where a resolution in writing must be agreed by all the members, such a resolution may be agreed by a simple majority of all the members who are entitled to vote on it. Such a resolution shall be effective provided that:

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

(b) the required majority of members has signified its agreement to the resolution in a document or documents which are received at the principal office within the period of 28 days beginning with the circulation date. The document signifying a member's agreement must be authenticated by their signature, by a statement of their identity accompanying the document, or in such other manner

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

19. General meetings of members

(1) Calling of general meetings of members

The charity trustees may designate any of their meetings as a general meeting of the members of the CIO. The purpose of such a meeting is to discharge any business which must by law be discharged by a resolution of the members of the CIO as specified in clause 18 (Decisions which must be made by the members of the CIO).

(2) Notice of general meetings of members

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

(b) Except where a period of notice is strictly required by another clause in the constitution, by the Charities Act 2011 or by the General Regulations, a general meeting may be called by shorter notice if it is so agreed by a majority of the members of the CIO.

(c) Proof that an envelope containing a notice was properly addressed, prepaid and posted; or that an electronic form of notice was properly addressed and sent, shall be conclusive evidence that the notice was given. Notice shall be deemed to be given 48 hours after it was posted or sent.

(3) Procedures at general meetings of members

The provisions in clause 15(2) – (4) governing the chairing of meetings, procedure at meetings and participation in meetings by electronic means apply to any general meeting of the members, with all reference to trustees to be taken as references to members.



20. Saving provisions

(1) Subject to sub-clause (2) of this clause, all decisions of the charity trustees, or of a committee of charity trustees, shall be valid notwithstanding the participation in any vote of a charity trustee:

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

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

(2) Sub-clause (1) of this clause does not permit a charity trustee to keep any benefit that may be conferred upon him or her by a resolution of the charity trustees or of a committee of charity trustees if, but for sub-clause (1), the resolution would have been void or if the charity trustee has not complied with clause 7 (Conflicts of interest).

21. Execution of documents

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

(2) A document is validly executed by signature if it is signed by at least two of the charity trustees.

(3) If the CIO has a seal:

(a) It must comply with the provisions of the General Regulations; and

(b) the seal must only be used by the authority of the charity trustees or of a committee of charity trustees duly authorised by the charity trustees. The charity trustees may determine who shall sign any document to which the seal is affixed and unless otherwise so determined it shall be signed by two charity trustees.

22. Use of electronic communications

(1) General

The CIO will comply with the requirements of the Communications Provisions in the General Regulations and in particular:

(a) the requirement to provide within 21 days to any member on request a hard copy of any document or Information sent to the member otherwise than in hard copy form;

(b) any requirements to provide information to the Commission in a particular form or manner.

23. Keeping of Registers

The CIO must comply with its obligations under the General Regulations in relation to the keeping of, and provision of access to, a (combined) register of its members and charity trustees



24. Minutes

The charity trustees must keep minutes of all:

- (1) appointments of officers made by the charity trustees;
- (2) proceedings at general meetings of the CIO;
- (3) meetings of the charity trustees and committees of charity trustees including:
 - the names of the trustees present at the meeting;
 - the decisions made at the meetings; and
 - where appropriate the reasons for the decisions;
- (4) decisions made by the charity trustees otherwise than in meetings.

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

- (1) The charity trustees must comply with the requirements of the Charities Act 2011 with regard to the keeping of accounting records, to the preparation and scrutiny of statements of account and to the preparation annual reports and returns. The statements of account, reports and returns must be sent to the Charity Commission, regardless of the income of the CIO, within 10 months of the financial year end.
- (2) The charity trustees must inform the Commission within 28 days of any change in the particulars of the CIO entered on the Central Register of Charities.

26. Rules

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

27. Disputes

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

28. Amendment of constitution

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

- (1) This constitution can only be amended:
 - (a) by resolution agreed in writing by all members of the CIO; or
 - (b) by a resolution passed by a 75% majority of those voting at a general meeting of the members of the CIO called in accordance with clause 19 (General meetings of members).
- (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 charity trustees or members of the CIO or persons connected with them, requires the prior written consent of the Charity Commission.



(3) No amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid.

(4) A copy of every resolution amending the constitution, together with a copy of the CIO's constitution as amended must be sent to the Commission by the end of the period of 15 days beginning with the date of passing of the resolution, and the amendment does not take effect until it has been recorded in the Register of Charities.

29. Voluntary winding up or dissolution

(1) As provided by the Dissolution Regulations, the CIO may be dissolved by resolution of its members. Any decision by the members to wind up or dissolve the CIO can only be made:

(a) at a general meeting of the members of the CIO, called in accordance with clause 19 (General meetings of members), of which not less than 14 days' notice has been given to those eligible to attend and vote:

(i) by a resolution passed by a 75% majority of those voting, or

(ii) 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

(b) by a resolution agreed in writing by all members of the CIO.

(2) Subject to the payment of all the CIO's debts:

(a) Any resolution for the winding up of the CIO, or the dissolution of the CIO without winding up, may contain a provision directing how any remaining assets of the CIO shall be applied.

(b) If the resolution does not contain such a provision, the charity trustees must decide how any remaining assets of the CIO shall be applied.

(c) In either case the remaining assets must be applied for charitable purposes the same as or similar to those of the CIO.

(3) The CIO must observe the requirements of the Dissolution Regulations in applying to the Commission for the CIO to be removed from the Register of Charities, and in particular:

(a) the charity trustees must send with their application to the Commission:

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

(ii) a declaration by the charity trustees that any debts and other liabilities of the CIO have been settled or otherwise provided for in full; and

(iii) a statement by the charity trustees setting out the way in which any property of the CIO has been or is to be applied prior to its dissolution in accordance with this constitution;

(b) the charity trustees must ensure that a copy of the application is sent within seven days to every member and employee of the CIO and to any charity trustee of the CIO who was not privy to the application.

(4) If the CIO is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.



30. Interpretation

In this constitution:

“**connected person**” means:

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

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

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

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

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

“**charity trustee**” means a charity trustee of the CIO.

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