



Andover Trees United Constitution

Version 12

1) NAME OF ORGANISATION

1.1) The name of the Charitable Incorporated Organisation (CIO) shall be Andover Trees United (ATU).

2) PRINCIPLE OFFICE

2.1) The principal office of the CIO is in England.

3) OBJECTS OF ORGANISATION

3.1) The conservation, protection and improvement of the physical and natural environment for the public benefit by the establishment and maintenance of woodland in Andover.

3.2) The advancement of education of the public in the conservation, protection and improvement of the physical and natural environment in Andover and the Test Valley area including by promoting the woodland as a means for the community to learn about wider environmental issues such as: sustainability, climate change, ecology and the mitigating need for trees.

4) POWERS OF THE CIO

The CIO has power to do anything which is calculated to further its object(s) or is conducive or incidental to doing so. In particular, the CIO powers include power to:

4.1) Borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed.

4.2) Buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use.

4.3) 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.

4.4) 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 those clauses.

4.5) 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 the 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. Page 1 of 11 Andover Trees United Constitution

5) APPLICATION OF INCOME AND PROPERTY

5.1) The income and property of the CIO must be applied solely towards the promotion of the aims and objectives.

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 condition in, section 189 of the Charities Act 2011.

5.2) 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. This does not prevent a member who is not also a Charity Trustee receiving:

a) a benefit from the CIO as a beneficiary of the CIO.

b) reasonable and proper remuneration for any goods or services supplied to the CIO.

5.3) Nothing in this clause shall prevent a Charity Trustee or connected person receiving any benefit or payment which is authorized by Clause 6.

6) BENEFITS AND PAYMENTS TO CHARITY TRUSTEE AND CONNECTED PERSONS.

6.1) General provisions

No Charity Trustee or connected person may:

a) Buy or receive any goods or service 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. In this clause a financial benefit means a benefit direct or indirect which is either money or has a monetary value.

6.2) 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 a majority of the trustees do not benefit in this way.

b) A Charity Trustee or connected person may enter into a contract for the supply of services, or 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.

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

f) 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. Page 2 of 11

g) 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.

6.3) 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 discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the CIO.

e) The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of 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.

7) CONFLICTS OF INTEREST AND CONFLICTS OF LOYALTY

A Charity Trustee must:

i) declare the nature and extent of any interest, direct or indirect, which he or she has 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

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

Any Charity Trustee absenting himself or herself from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the 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. Page 3 of 11 Andover Trees United

9) MEMBERSHIP OF THE CIO

9.1) Admission of new members

a) Eligibility

Membership shall be open to anyone who supports the aims and objectives of the Group and who by applying for membership has indicated his /her agreement to becoming a member. The CIO will not discriminate on the grounds of gender, race, colour, ethnic or national origin, sexuality, disability, religious or political belief, marital status or age in line with equal opportunities.

b) Admission procedure

The Charity trustees:

- i) may require applications for membership to be made in any reasonable way that they decide.
- ii) will notify members of their responsibilities, via a membership pack.

9.2) Transfer of membership

Membership of the CIO cannot be transferred to anyone else.

9.3) Duty of members

It is the duty of each member of the CIO to exercise his or her powers as a member of the CIO in the way he or she decides in good faith would be most likely to further the purposes of the CIO. All members will be notified of the AGM and will be eligible to vote at the AGM if they are an active member.

An active member is someone who has supported or contributed to at least one activity that furthers the aims and objectives of the CIO during the year prior to the AGM.

9.4) Membership Fees

The CIO may require members to pay reasonable membership fees to the CIO.

9.5) Associate (non-voting) membership

- a) The Charity Trustees may create associate or other classes of non-voting membership and may determine the rights and obligation of any such members (including payment of membership fees) and the condition for admission to and termination of membership of any such class of members.
- b) Other references in this constitution to members 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) TERMINATION OF MEMBERSHIP

Membership of the CIO comes to an end if:

- a) The member dies.
- b) The member sends a notice of resignation to the Charity Trustees.
- c) Any member of the CIO may resign his / her membership by providing the Secretary with written notice or by unsubscribing from the electronic communication system.
- d) The Charity Trustees may expel someone from membership, provided that it is in the best interest of the Group to do so, and the member is given the right to be heard by the Committee before the decision is made. They can be accompanied by a friend.

In compliance with the Data Protection Act the CIO will not share any members' details, without the members' permission. Page 4 of 11 Andover Trees United Constitution

11) MEMBERS' DECISIONS

11.1) General provision

Decisions of the members of the CIO will 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.

12) CHARITY TRUSTEES

12.1) Functions and Duties.

Charity Trustees are the people who serve on the governing body. Charity Trustees have, and must accept, ultimate responsibility for directing the affairs of the CIO, and ensuring that it is solvent, well-run, and meeting the needs for which it has been set up.

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

a) to exercise his or her powers and to perform his or her function 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.

12.2) Number of Trustees

There must be no less than five and no more than twelve charity trustees.

The first Charity Trustees of the CIO are: -

Barbara Long

Wendy Davis

Fiona Taylor

Len Gates

Daniel Lobb

Ray Bryant

Alexandra Ricketts

13) APPOINTMENT OF CHARITY TRUSTEES

a) At each annual general meeting of the members of the CIO all Charity Trustees will be elected.

b) The Charity Trustees will hold office for a period of up to one year and may be re-elected at future Annual General Meetings.

c) Any vacancies not filled at the annual general meeting may be filled by co-option by the Charity Trustees.

d) The members of the Charity Trustees may at any time decide to appoint a new Charity Trustee, whether in place of a Charity Trustees who has retired or been removed in accordance with clause 14.4 or as an additional trustee, provided the limit specified in clause 12.2 on the number of trustees would not as a result be exceeded.

14) RETIREMENT AND REMOVAL OF CHARITY TRUSTEES

14.1) 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 within a period of six months and the trustees resolve that his or her office be vacated.

c) dies. Page 5 of 11 Andover Trees United Constitution

d) in the written opinion, given to the CIO, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a trustee and may remain so for more than 3 months.

e) is removed by the members of the CIO in accordance with sub-clause (2) of this clause or
f) is disqualified from acting as a Charity Trustee by virtue of section 178-180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).

14.2) A Charity 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 [22] and the resolution is passed by a 75% majority of votes cast at the meeting.

14.3) A resolution to remove a Charity Trustee in accordance with this clause shall not take effect unless the individual concerned has been given at least 14 clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been given a reasonable opportunity of making oral and/or written representation to the members of the CIO.

15) OFFICERS

The Charity Trustees must appoint a Treasurer (who need not be a Charity Trustee) and may appoint other officers with special responsibilities such as

- a) The Chairman
- b) The Secretary
- c) Any additional officers the Charity Trustees deems necessary.

16) DELEGATION BY CHARITY TRUSTEES

16.1) The Charity Trustees may delegate any of their powers or functions to a committee or committees, and, if they do, they must determine the terms and conditions on which the delegation is made. The Charity Trustees may at any time alter those terms and conditions, or revoke the delegation.

16.2) 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: all Charity Trustees are ex-officio members of such committees.

- 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 it 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

17) MEETINGS AND PROCEEDINGS OF CHARITY TRUSTEES

The purpose of meetings shall be to enable the Charity Trustees to manage the affairs of the CIO

17.1) Calling Meetings

- a) Any Charity Trustee may call a meeting of the Charity Trustees.
- b) The Charity Trustees shall meet a minimum of 4 and up to 12 times a year. Page 6 of 11 Andover

c) The Charity Trustees will decide how their meeting will be called and what notice is required.

17.2) 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 appointed, or if the person appointed is unwilling to preside or is not present within 10 minutes after the time of the meeting, the charity trustees present may appoint one of their number to chair that meeting.

17.3) Procedure of meetings

a) Meetings may also include a representative(s) of the committees and sub-committees appointed by the Charity Trustees, any outside specialist knowledge as required and any employed staff.

b) No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken, The quorum is one half (50%) of the total numbers of Charity Trustees or 3 Charity Trustees, whichever is greater or such larger number as the Charity Trustees may decide from time to time. A meeting may continue when it is not quorate but no binding decisions may be made.

c) A majority of those present must be in agreement in order to pass a motion which has been proposed and seconded by Charity Trustees present at the meeting. In the event of a tied vote, the Chairman or an appointed deputy is to have the deciding vote.

d) A designated deputy may chair the meeting in the absence of the chairman. All meetings must be minuted and minutes must be accessible to all interested parties in an appropriate format.

e) The notice of any meeting must state the time, date and address where the meeting is to take place. And give particulars of any resolution to be moved at the meeting and the general nature of any business to be dealt with at the meeting.

17.4) Participation in meeting 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 other participants.

b) Any Charity Trustees participating at a meeting by suitable electronic means agreed by the Charity Trustees in which a participant or participants may communicate with all other shall qualify as being present at the meeting.

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

18) MEMBERS' INDEMNIFICATION OF CHARITY TRUSTEES

In pursuance of the authority vested in the Charity Trustees by members of the CIO, the Charity Trustees are entitled to be indemnified by the members of the CIO against any liabilities properly incurred by them or any one of them on behalf of CIO, wherever the contract is of a duly authorised nature or could be assumed to be of a duly authorised nature and entered into on behalf of the CIO.

The limit of any individual member's indemnity in this respect shall be a sum equal to one year's subscription at the then current rate of that category of membership unless the Charity Trustees has been authorised to exceed such limit by a General Meeting of the CIO. Page 7 of 11 Andover Trees

19) ANCILLARY POWERS

The Charity Trustees may on behalf of the CIO determine that property (including interests in land) may be acquired, if the Charity Trustees properly consider that to do so would assist the CIO in achieving its aims and objectives.

20) CONTRACTUAL LIABILITY

The Charity Trustees shall endeavour to ensure the following clause is incorporated in every contract, lease, license or other agreement entered into by the Charity Trustees of the CIO. "The liability of the Charity Trustees for the performance of any contractual or further obligation undertaken by them on behalf of the CIO shall be limited to the assets of the CIO"

21) GENERAL MEETINGS OF MEMBERS

21.1) Types of general meeting

There must be an annual general meeting (AGM) of the members of the CIO. The first AGM must be held within 18 months of the registration of the CIO. Subsequent AGMs must be held at intervals of not more than 15 months.

21.2) AGM

- a) The Charity Trustees must call the Annual General Meeting of the members of the CIO.
- b) The AGM shall take place no later than three months after the end of the financial year. At least fourteen (14) days' notice must be given before the meeting takes place.
- c) The AGM must receive the annual statement of accounts (duly audited or examined where applicable) and the trustees annual report and must elect the Charity Trustees as required by clause 13.
- e) All active members (see clause 9.3) are entitled to vote at the AGM. Voting at the AGM shall be made by a show of hands on a majority basis and decisions made on a majority basis. In the case of a tied vote, the Chairman or an appointed deputy shall have the deciding vote on matters that do not directly affect the Chairman.

21.3) General meetings

a) Calling general meetings

The Charity Trustees may call any other general meeting of the members of the CIO at any time. All members shall be given at least fourteen (14) days' notice via email or other stated preferred means of communication, when a meeting is due to take place, unless it is deemed as an emergency.

Members may request a general meeting. The Charity Trustees must, within 21 days, call a general meeting of the members if:

- i) they receive a request to do so from at least 10% of the members of the CIO; and
- ii) 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.
- iii) any general meeting called by the Charity Trustees at the request of the members of the CIO must be held within 28 days of the date on which it is called.
- iv) if the charity trustees fail to comply with this 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. Page 8 of 11 Andover Trees United Constitution
- v) a general meeting called in this way must be held not more than 3 months after the date when the members first requested the meeting.

b) Notice of general meetings

At least fourteen (14) days' notice must be given before the meeting takes place. The notice must state the time, date and address at which the meeting is to take place.

c) Chairing of general meetings

The person nominated as chair by the charity trustees under clause 17.2) shall, if present at the general meeting and willing to act, preside as chair of the meeting. Subject to that, the members of the CIO who are present at a general meeting shall elect a chair to preside at the meeting.

d) Quorum at general meetings

No business may be transacted at a general meeting of the members of the CIO unless a quorum is present when the meeting starts. The quorum for general meetings shall be the greater of [5%] of or [5] voting members.

If members have called the meeting and a quorum is not present within 15 minutes of the start, the meeting will be closed.

If the meeting has been called in any other way and a quorum is not present within 15 minutes of the start time, the Chair must adjourn the meeting. The date, time and place at which the meeting will resume must be notified to the CIO's members at least 7 clear days in advance.

If a quorum is not present within 15 minutes of the start of the resumed meeting, the member or members present at the meeting constitute a quorum.

If a quorum ceases to be present during the meeting, discussion may continue, recommendations may be made but no decisions may be taken.

e) Voting at general meetings

Any decision at a general meeting other than i) removal of a trustee ii) amendment to the constitution [see clause 26.1)] iii) dissolution of the CIO [see clause 27.1)] shall be taken by a simple majority of votes cast at the meeting by show of hands.

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

22) MINUTES

The Charity Trustees must keep minutes of all:

- a) appointment of officers made by the Charity Trustees
- b) proceedings at general meetings of the CIO
- c) meetings of the Charity Trustees and Committees of Charity Trustees including:
 - i) the names of the Trustees present at the meeting;
 - ii) the decisions made at the meetings; and
 - iii) where appropriate, the reasons for the decisions
- d) decisions made by the Charity Trustees otherwise than in meetings

23) USE OF ELECTRONIC COMMUNICATIONS**23.1) To the CIO**

Any member or Charity Trustee of the CIO may communicate electronically with the CIO to an address specified by the CIO for the purposes, so long as the communication is authenticated in a manner which is satisfactory to the CIO. Page 9 of 11 Andover Trees United Constitution

23.2) By the CIO

- a) Any member of Charity Trustee of the CIO, providing the CIO with his or her email address,

is taken to have agreed to receive communication from the CIO in electronic form at that address, unless the member has indicated to the CIO his or her unwillingness to receive such communication in that form.

24) KEEPING OF REGISTERS

The CIO must comply with its obligation under the General Regulations in relation to the keeping of and provision of access to, registers of its' members and Charity Trustees

25) FINANCE – INCLUDING ACCOUNTING RECORDS, ACCOUNTS, ANNUAL REPORTS AND RETURNS, REGISTER MAINTENANCE

25.1) Any money acquired by the CIO, including donations, contributions and bequests, shall be paid into an account operated by the Treasurer in the name of Andover Trees United. All funds must be applied to the aims and objectives of the CIO and for no other purpose.

25.2) Bank accounts shall be opened in the name of Andover Trees United. Any deeds, cheques etc. relating to Andover Trees United's bank account shall be signed by at least two (2) of the four account signatories.

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

25.4) All records of income/expenditure shall be the responsibility of the Treasurer who may authorise specific members to incur expenditure for a specific purpose and who will be accountable to ensure funds are utilised effectively and that the CIO stays within budget. Official accounts shall be maintained by the Treasurer, and will be examined annually by an independent accountant who is not a member of the CIO. An annual financial report shall be presented at the AGM.

25.5) The CIO's accounting year shall run from 01 April to 31 March.

26) ALTERATION OF THE CONSTITUTION

Changes to the Constitution may be made at an Annual General Meeting or a General Meeting of the CIO.

26.1) Any changes to this constitution must be agreed by a majority vote of at least 75% of the CIO members present at the Annual General Meeting or a General Meeting of members and will be effective immediately. This will be recorded in the minutes of the meeting.

26.2) Proposed amendments to this constitution of the CIO must be conveyed to the registered address of the CIO, formally in writing. The Charity Trustees shall then decide on the date of a special general meeting to discuss such proposals, giving members at least four weeks (28 days) notice. Page 10 of 11 Andover Trees United Constitution

27) DISSOLUTION

27.1) As provided by the Dissolution Regulation the CIO may be dissolved, if deemed necessary, by the members at a general meeting, called in accordance with clause (21.3) of which no less than 14 days' notice has been given to those eligible to attend and vote, by a resolution passed by 75% majority of those voting.

27.2) Any assets or remaining funds after debts have been paid shall be returned to their providers or transferred to local charities or similar groups with charitable objects at the discretion of the Charity Trustees.

27.3) The CIO must observe the requirements of the Dissolution Regulations in applying to the Charity Commission for the CIO to be removed from the Register of Charities.

a) A copy of the passed resolution, the Charity Trustees declaration that's debts and liabilities have been settled and a statement by the Charity Trustees of how remaining assets and funds have been disposed of will be sent to the Charity Commission.

b) The Charity Trustees must ensure that a copy of the application is sent within seven days to every member, employee, and Charity Trustee of the CIO who was not privy to the application. Page 11 of 11 Andover Trees United Constitution

Amendments to the ATU constitution version 11 are hereby agreed at an Extraordinary Meeting held at The Lunar Hare, Andover on May 31st 2016 by Members whose signatures appear below representing 60% or more of those present in accordance with item 11.1 in the ATU constitution.

The new constitution to be known as version 12.

Signatures of Members Present on May 31st 2016