

Dated

10TH NOVEMBER 2024

CHILTON HALL COMMUNITY CHURCH

**Constitution of a Charitable Incorporated Organisation
whose only voting members are its Charity Trustees**

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1. INTERPRETATION

1.1. In this constitution:

“Charity Trustee”	means a charity trustee of the CIO.
“Church Fellowship”	means the body of believers in the locality of Stowmarket, Suffolk being known as Chilton Hall Community Church
“Connected Person”	means:- <ul style="list-style-type: none">(a) a child, parent, grandchild, grandparent, brother or sister of a Charity Trustee;(b) the spouse or civil partner of a Charity Trustee or any person falling within sub-clause (a) above;(c) a person carrying on business in partnership with the Charity Trustee or with any person falling within (a) or (b);(d) an institution which is controlled:-<ul style="list-style-type: none">(i) by the Charity Trustee or any Connected Person falling within (a), (b) or (c); or(ii) by two or more persons falling within sub-clause (d)(i), when taken together;(e) a body corporate in which:-<ul style="list-style-type: none">(i) the Charity Trustee or any Connected Person falling within (a), (b) or (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.
“Communications Provisions”	means the Communications Provisions in the General Regulations.
“Dissolution Regulations”	means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012.
“General Regulations”	means the Charitable Incorporated Organisations (General) Regulations 2012.
“Objects”	means the charitable objects of the CIO set out in clause 4.
“Spiritual Leadership”	means the pastors and elders who are responsible for (and are recognised by the Church Fellowship as being responsible for) the spiritual leadership of the Church Fellowship.
“Statement of Faith”	means the Statement of Faith which appears in the Schedule to this Constitution.

2. NAME

The name of the Charitable Incorporated Organisation is Chilton Hall Community Church ("the CIO").

3. 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.

4. OBJECTS

The Object of the CIO is, for the public benefit, the advancement of the Christian faith in particular (but without limitation) by providing worship, prayer and Christian teaching.

5. POWERS

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

- 5.1. work in co-operation with churches and other Christian charities;
- 5.2. 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;
- 5.3. buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- 5.4. 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;
- 5.5. 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 7 (Benefits and payments to Charity Trustees and Connected Persons) and provided it complies with the conditions of that clause;
- 5.6. 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; and
- 5.7. do anything else within the law which is incidental and conducive to the Objects.

6. APPLICATION OF INCOME AND PROPERTY

- 6.1. The income and property of the CIO must be applied solely towards the promotion of the Objects.

- 6.2. 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.
- 6.3. 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.
- 6.4. None of the income or property of the CIO may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the CIO.
- 6.5. Nothing in this clause shall prevent a Charity Trustee or Connected Person receiving any benefit or payment which is authorised by Clause 7.

7. BENEFITS AND PAYMENTS TO CHARITY TRUSTEES AND CONNECTED PERSONS

7.1. General Provisions

7.1.1. In furtherance of the Objects and subject always to the provision in clause 7.1.2.1, the CIO may provide benefits to the Charity Trustees and to Connected Persons where those benefits are the same as or similar to benefits provided to other beneficiaries of the CIO.

7.1.2. No Charity Trustee or Connected Person may:

7.1.2.1. buy or receive any goods or services from the CIO on terms preferential to those applicable to members of the public;

7.1.2.2. sell goods, services or any interest in land to the CIO;

7.1.2.3. be employed by, or receive any remuneration from, the CIO;

7.1.2.4. receive any other financial benefit from the CIO

unless the payment or benefit is permitted by clause 7.2 or clause 7.3 or is authorised by the court or the prior written consent of the Charity Commission has been obtained. In this clause, a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.

7.2. Scope and powers permitting Charity Trustees' or Connected Person's benefits

7.2.1. A Charity Trustee or Connected Person may receive a benefit from the CIO as a beneficiary of the CIO in accordance with clause 7.1.1.

7.2.2. A Charity Trustee or Connected Person may enter into a contract for the supply of services and/or goods 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.

- 7.2.3. Subject to clause 7.3 a Charity Trustee or Connected Person may be employed (other than as a Charity Trustee) by the CIO.
- 7.2.4. 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).
- 7.2.5. A Charity Trustee or Connected Person may receive rent for premises let by the Charity Trustee or Connected Person to the CIO. The amount of the rent and 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.
- 7.2.6. 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.

7.3. Payment for employment – controls

The CIO and its Charity Trustees may only rely upon the authority provided by clause 7.2.3 if each of the following conditions is satisfied:-

- 7.3.1. the terms of the employment are set out in a written agreement between the CIO and the Charity Trustee or Connected Person who is the employee ("the employee");
- 7.3.2. the remuneration or other sums paid to the employee do not exceed an amount that is reasonable in all the circumstances;
- 7.3.3. the other Charity Trustees are satisfied that it is in the best interests of the CIO to employ the employee rather than 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 (especially the loss of any Charity Trustee's services as a result of dealing with the Charity Trustee's conflict of interest);
- 7.3.4. the employee is absent from the part of any meeting at which there is discussion of his/her employment or remuneration or any matter concerning the contract, his/her performance in the employment or his/her performance of the contract, any proposal to enter into any other contract or arrangement with him/her or to confer any benefit upon him/her or of any other matter relating to payment or the conferring of any benefit to him/her;
- 7.3.5. the employee does not vote on any such matter and is not counted when calculating whether a quorum of Charity Trustees is present at the meeting;
- 7.3.6. the reason for their decision is recorded by the Charity Trustees in the minute book; and

- 7.3.7. a majority of the Charity Trustees then in office are not in receipt of remuneration or payments authorised by clause 7 and for clarification remuneration or payment of a Connected Person is only deemed to be remuneration or payment of a Charity Trustee where it might result in a Charity Trustee obtaining a benefit.
- 7.4. The provisions in clauses 7.2 and 7.3 on the making of payments and the granting of benefits by the CIO to Charity Trustees shall also extend to payments made to Charity Trustees by any company in which the CIO:-
 - 7.4.1. holds more than 50% of the shares; or
 - 7.4.2. controls more than 50% of the voting rights attached to the shares; or
 - 7.4.3. has the right to appoint one or more of the directors to its board.

8. CONFLICTS OF INTEREST AND LOYALTY

- 8.1. A Charity Trustee must:
 - 8.1.1. declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the CIO or in any transaction or arrangement entered into by the CIO which has not previously been declared; and
 - 8.1.2. 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).
- 8.2. 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.

9. 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.

10. CHARITY TRUSTEES

10.1. Functions and duties of Charity Trustees

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:

- 10.1.1. to exercise his or her powers and to perform his or her functions in his or her capacity as a Charity Trustee in the way he or she decides in good faith would be most likely to further the purposes of the CIO; and
- 10.1.2. to exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to:

- 10.1.2.1. any special knowledge or experience that he or she has or holds himself or herself out as having; and
- 10.1.2.2. 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.

10.2. Eligibility for trusteeship

- 10.2.1. Every Charity Trustee must be a natural person.
- 10.2.2. No individual may be appointed as a Charity Trustee of the CIO:
 - 10.2.2.1. if he or she is under the age of 18 years; or
 - 10.2.2.2. if he or she would automatically cease to hold office under the provisions of clause 13.1.
- 10.2.3. 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.

10.3. Number of Charity Trustees

- 10.3.1. There must be at least three Charity Trustees. If the number falls below this minimum, the remaining Charity Trustee or Charity Trustees may act only to appoint a new Charity Trustee.
- 10.3.2. There is no maximum number of Charity Trustees that may be appointed.

10.4. First Charity Trustees

The first Charity Trustees are:-

- 10.4.1. Alan Lancaster;
- 10.4.2. Linda Ottewell; and
- 10.4.3. Jonathan David Steed.

11. APPOINTMENT OF CHARITY TRUSTEES

- 11.1. Apart from the first Charity Trustees, unless the Charity Trustees decide otherwise every Charity Trustee must be appointed by a resolution passed at a properly convened meeting of the Charity Trustees.
- 11.2. In selecting individuals for appointment as Charity Trustees, the Charity Trustees must have regard to the skills, knowledge and experience needed for the effective administration of the CIO.

- 11.3. All Charity Trustees must subscribe and adhere to, in belief and lifestyle, the Statement of Faith.
- 11.4. The spiritual governance and leadership of the Church Fellowship for the purposes of which the CIO has been established shall remain with the Spiritual Leadership and to the extent to which the Charity Trustees are not synonymous with the Spiritual Leadership their powers shall be confined to the proper management and administration of the CIO in accordance with the provisions of this Constitution and in furtherance of the Objects and in so doing they shall have full and proper regard to the Spiritual Leadership provided always that they shall not act outside their powers as conferred by this Constitution and by general law.

12. INFORMATION FOR NEW CHARITY TRUSTEES

The Charity Trustees will make available to each new Charity Trustee, on or before his or her first appointment:

- 12.1. a copy of this constitution and any amendments made to it; and
- 12.2. a copy of the CIO's latest Charity Trustees' Annual Report and statement of accounts.

13. RETIREMENT AND REMOVAL OF CHARITY TRUSTEES

- 13.1. A Charity Trustee ceases to hold office if he or she:
 - 13.1.1. resigns 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;
 - 13.1.2. is absent without the permission of the Charity Trustees from all their meetings held within a period of six months and the Charity Trustees resolve that his or her office be vacated;
 - 13.1.3. dies;
 - 13.1.4. in the reasonable opinion of the other Charity Trustees, becomes incapable of fulfilling his or her duties and responsibilities as a Charity Trustee because of illness or injury and the other Charity Trustees resolve that he or she be removed as a Charity Trustee;
 - 13.1.5. 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);
 - 13.1.6. ceases to be a member of the CIO; or
 - 13.1.7. is removed for good and sufficient reason by a resolution passed by at least 75% of the Charity Trustees present and voting at a properly convened meeting of the Charity Trustees after inviting the views of the Charity Trustee concerned and considering the matter in the light of any such views including (without limitation) if he or she ceases in the

reasonable opinion of the other Charity Trustees to subscribe and adhere to, in belief and lifestyle, the Statement of Faith.

13.2. Any person retiring as a Charity Trustee is eligible for re-appointment.

14. TAKING OF DECISIONS BY CHARITY TRUSTEES

Any decision of the Charity Trustees may be taken either:

- 14.1. at a meeting of the Charity Trustees; or
- 14.2. by resolution in writing or electronic form agreed by a majority of all of the Charity Trustees, which may comprise either a single document or several documents containing the text of the resolution in like form. Such a resolution shall be effective provided that:
 - 14.2.1. a copy of the proposed resolution has been sent, at or as near as reasonably practicable to the same time, to all of the Charity Trustees; and
 - 14.2.2. the majority of all of the Charity Trustees have 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 manner as the Charity Trustees have previously resolved and delivered to the CIO at its principal office or such other place as the Charity Trustees may resolve within 28 days of the circulation date.

15. DELEGATION BY CHARITY TRUSTEES

- 15.1. 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.
- 15.2. The power in clause 15.1 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:
 - 15.2.1. a committee may consist of two or more persons but at least one member of each committee must be a Charity Trustee;
 - 15.2.2. 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
 - 15.2.3. the Charity Trustees shall from time to time review the arrangements which they have made for the delegation of their powers.

16. MEETING OF CHARITY TRUSTEES

16.1. Calling meetings

- 16.1.1. The Charity Trustees must hold at least three meetings each calendar year.
- 16.1.2. Any Charity Trustee may call a meeting of the Charity Trustees.
- 16.1.3. Subject to clause 16.1.1, the Charity Trustees shall decide how their meetings are to be called and what notice is required.

16.2. 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 10 minutes after the time of the meeting, the Charity Trustees present may appoint one of their number to chair that meeting.

16.3. Procedure at meetings

- 16.3.1. No decision shall be taken at a meeting of the Charity Trustees unless a quorum is present at the time when the decision is taken. The quorum is two Charity Trustees or the number nearest to one third of the total number of Charity Trustees, whichever is 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.
- 16.3.2. Questions arising at a meeting shall be decided by a majority of those eligible to vote.
- 16.3.3. In the case of an equality of votes, the chair shall have a second or casting vote.

16.4. Participation in meetings by electronic means

- 16.4.1. A meeting may be held by suitable electronic means agreed by the Charity Trustees in which each participant may communicate with the other participants.
- 16.4.2. 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.
- 16.4.3. Meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes.

For the purposes of clause 16 "suitable electronic means" includes telephone, video conferencing or other communications equipment.

17. MEMBERSHIP OF THE CIO

17.1. 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.

17.2. Any Charity Trustee who ceases to be a Charity Trustee automatically ceases to be a member of the CIO.

18. DECISIONS WHICH MUST BE MADE BY THE MEMBERS OF THE CIO

18.1. Any decision to:

18.1.1. amend the constitution of the CIO;

18.1.2. amalgamate the CIO with, or transfer its undertakings to, one or more other CIOs, in accordance with the Charities Act 2011; or

18.1.3. wind up or dissolve the CIO (including transferring its business to any other charity)

must be made by a resolution of the members of the CIO (rather than a resolution of the Charity Trustees).

18.2. Decisions of the members may be made either:

18.2.1. by resolution at a general meeting; or

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

18.3. Any decision specified in clause 18.1 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 75% majority of those members voting at a general meeting or to be agreed by all members in writing.

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

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

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

18.4.3. The resolution in writing may comprise several copies to which one or more members have signified their agreement. Eligibility to vote on the

resolution is limited to members who are members of the CIO on the date when the proposal is first circulated.

19. GENERAL MEETINGS OF MEMBERS

19.1. Calling of general meetings of members

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).

19.2. Notice of general meetings of members

- 19.2.1. The minimum period of notice required to hold a general meeting of the members of the CIO is 14 days.
- 19.2.2. Except where a specified period of notice is strictly required by another clause in this constitution, by the Charities Act 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.
- 19.2.3. Proof that an envelope containing a notice was properly addressed, prepaid and posted or that an electronic form of notice was properly addressed and sent shall be conclusive evidence that the notice was given. Notice shall be deemed to be given 48 hours after it was posted or sent.

19.3. Procedure at general meeting of members

The provisions in clauses 16.2 to 16.4 governing the chairing of meetings, procedure at meetings and participation in meetings by electronic means also apply to any general meeting of the members with all references to Charity Trustee to be taken as reference to members.

20. SAVING PROVISIONS

- 20.1. Subject to clause 20.2, 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:
 - 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 or otherwise; or
 - 20.1.4. for whom there is a technical defect in their appointment as a Trustee of which the Charity Trustees were unaware at the time;

if, without the vote of the Charity Trustee and that Charity Trustee being counted in the quorum, the decision has been made by a majority of the Charity Trustees at a quorate meeting.

- 20.2. Clause 20.1 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 clause 20.1, the resolution would have been void, or if the Charity Trustee has not complied with clause 8 (Conflicts of Interest and Conflicts of Loyalty).

21. EXECUTION OF DOCUMENTS

- 21.1. The CIO shall execute documents by signature.
- 21.2. A document is validly executed by signature if it is signed by at least two of the Charity Trustees.

22. USE OF ELECTRONIC COMMUNICATIONS

22.1. General

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

- 22.1.1. 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;
- 22.1.2. any requirements to provide information to the Commission in a particular form or manner.

22.2. 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 purpose so long as the communication is authenticated in a manner which is satisfactory to the CIO.

22.3. By the CIO

- 22.3.1. Any member or Charity Trustee of the CIO by providing the CIO with his or her email address or similar is taken to have agreed to receive communications from the CIO in electronic form at that address, unless the member has indicated to the CIO his or her unwillingness to receive such communications in that form.
- 22.3.2. The Charity Trustees may, subject to compliance with any legal requirements, by means of publication on its website:
- 22.3.2.1. provide the members with the notice referred to in clause 19.2 (Notice of general meetings of members);

- 22.3.2.2. give Charity Trustees notice of their meetings in accordance with clause 16.1 (Calling meetings); and
- 22.3.2.3. submit any proposal to the members or Charity Trustees for decision by written resolution in accordance with the CIO's powers under clause 19.3 (Procedure at general meeting of members) or clause 14.2 (Taking of Decisions by Charity Trustees).
- 22.3.3. The Charity Trustees must:-
 - 22.3.3.1. take reasonable steps to ensure that members and Charity Trustees are promptly notified of the publication of any such notice or proposal; and
 - 22.3.3.2. send any such notice or proposal in hard copy form to any member or Charity Trustee who has not consented to receive communications in electronic form.

23. KEEPING OF REGISTERS

The CIO must comply with its obligations under the General Regulations in relation to the keeping of and provisions of access to a (combined) register of its members and Charity Trustees.

24. MINUTES

The Charity Trustees must keep minutes of all:

- 24.1. appointments of officers made by the Charity Trustees;
- 24.2. proceedings at general meetings of the CIO;
- 24.3. meetings of the Charity Trustees and committees of Charity Trustees including:
 - 24.3.1. the names of the Charity Trustees present at the meeting;
 - 24.3.2. the decisions made at the meetings;
 - 24.3.3. where appropriate the reasons for the decisions; and
- 24.4. decisions made by the Charity Trustees otherwise than in meetings.

25. ACCOUNTING RECORDS, ACCOUNTS, ANNUAL REPORTS AND RETURNS, REGISTER MAINTENANCE

- 25.1. The Charity Trustees must comply with the requirements of the Charities Act 2011 with regard to the keeping of accounting records, preparation and scrutiny of statements of account and the preparation of annual reports and returns. The statements of account, reports and returns must be sent to the Charity Commission, regardless of the income of the CIO, within 10 months of the financial year end.

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

26. RULES

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 bye laws must not be inconsistent with any provision of this constitution. Copies of any such rules or bye laws currently in force must be made available to any member of the CIO on request.

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:

- 28.1. This constitution can only be amended:
- 28.1.1. by resolution agreed in writing by all members of the CIO; or
 - 28.1.2. 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).
- 28.2. Any alteration of clause 4 (Objects), clause 29 (Voluntary winding up or dissolution) or 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.
- 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 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.

29. VOLUNTARY WINDING UP OR DISSOLUTION

- 29.1. As provided by the Dissolution Regulations, the CIO may be dissolved by resolution of its members. Any decision by the members to wind up or dissolve the CIO can only be made:
- 29.1.1. at a general meeting of the members of the CIO called in accordance with clause 19 (General meetings of members), of which not less than 14 days' notice has been given to those eligible to attend and vote:

- 29.1.1.1. by a resolution passed by a 75% majority of those voting, or
 - 29.1.1.2. by a resolution passed by decision taken without a vote and without any expression of dissent in response to the question put to the general meeting; or
 - 29.1.2. by a resolution agreed in writing by all members of the CIO.
- 29.2. Provided that the CIO's debts or other liabilities have been settled or otherwise provided for in full:
 - 29.2.1. Any resolution for the winding up of the CIO or for the dissolution of the CIO without winding up may contain a provision directing how any remaining assets of the CIO shall be applied.
 - 29.2.2. If the resolution does not contain such a provision the Charity Trustees must decide how any remaining assets of the CIO shall be applied.
 - 29.2.3. In either case the remaining assets must be applied for charitable purposes the same as or similar to those of the CIO.
- 29.3. The CIO must observe the requirements of the Dissolution Regulations in applying to the Commission for the CIO to be removed from the Register of Charities and in particular:
 - 29.3.1. the Charity Trustees must send with their application to the Commission:
 - 29.3.1.1. a copy of the resolution passed by the members of the CIO;
 - 29.3.1.2. a declaration by the Charity Trustees that any debts and other liabilities of the CIO have been settled or otherwise provided for in full;
 - 29.3.1.3. 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; and
 - 29.3.2. 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 who was not privy to the application.
- 29.4. If the CIO is to be wound up or dissolved in any other circumstances the provisions of the Dissolution Regulations must be followed.

SCHEDULE

Statement of Faith

We believe in...

1. The one true God who lives eternally in three persons—the Father, the Son and the Holy Spirit.
2. The love, grace and sovereignty of God in creating, sustaining, ruling, redeeming and judging the world.
3. The divine inspiration and supreme authority of the Old and New Testament Scriptures, which are the written Word of God—fully trustworthy for faith and conduct.
4. The dignity of all people, made male and female in God's image to love, be holy and care for creation, yet corrupted by sin, which incurs divine wrath and judgement.
5. The incarnation of God's eternal Son, the Lord Jesus Christ—born of the Virgin Mary; truly divine and truly human, yet without sin.
6. The atoning sacrifice of Christ on the cross: dying in our place, paying the price of sin and defeating evil, so reconciling us with God.
7. The bodily resurrection of Christ, the first fruits of our resurrection; his ascension to the Father, and his reign and mediation as the only Saviour of the world.
8. The justification of sinners solely by the grace of God through faith in Christ.
9. The ministry of God the Holy Spirit, who leads us to repentance, unites us with Christ through new birth, empowers our discipleship and enables our witness.
10. The Church, the body of Christ both local and universal, the priesthood of all believers—given life by the Spirit and endowed with the Spirit's gifts to worship God and proclaim the gospel, promoting justice and love.
11. The personal and visible return of Jesus Christ to fulfil the purposes of God, who will raise all people to judgement, bring eternal life to the redeemed and eternal condemnation to the lost, and establish a new heaven and new earth.

In light of the Equality Act 2010, we clarify our doctrine as follows. We follow the teaching of the Bible that all sexual practices outside heterosexual marriage of one man and one woman are sinful and wrong. This includes bigamy, adultery and pre-marital sexual relations (see Genesis 2:24, Exodus 20:14, Matthew 19: 4-6, Acts 15: 20), homosexual practices (see Romans 1:26-28, 1 Corinthians 6:9-11 and 1 Timothy 1:8-10) and pornography (see Matthew 5:28- 29). The Bible teaches us that the love of God extends to all people regardless of their actions but it also teaches that we must not be actively or passively complicit in sin (see 1 Timothy 5:22 and 1 Samuel 2) and that faith without works is dead (see James 2:17). It is, therefore, part of our doctrine that we in no way condone, promote, assist or encourage any of these practices. This includes, but is not limited to, the hiring out of premises or facilities for activities organised by third parties.