

# CONSTITUTION

**The Religious Society of Friends (Quakers) in  
Wales and the Marches -  
Cymdeithas Grefyddol y Cyfeillion (Crynwyr)  
yng Nghymru a'r Gororau  
Charitable Incorporated Organisation**

version  
**32**

14-02-2024

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## **CONSTITUTION**

### **The Religious Society of Friends (Quakers) in Wales and the Marches - Cymdeithas Grefyddol y Cyfeillion (Crynwyr) yng Nghymru a'r Gororau Charitable Incorporated Organisation**

#### **Charitable Incorporated Organisation (CIO) with members other than its Trustees**

**Registered charity number:**

**Date of constitution (last amended):**

#### **1. Name of the CIO**

The name of the Charitable Incorporated Organisation ("the CIO") is the Religious Society of Friends (Quakers) in Wales and the Marches - Cymdeithas Grefyddol y Cyfeillion (Crynwyr) yng Nghymru a'r Gororau Charitable Incorporated Organisation.

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

The principal office of the CIO is in Wales.

#### **3. Object of the CIO**

The object of the CIO is the furtherance of the general religious and charitable purposes of the Religious Society of Friends (Quakers) in Britain.

To that end, the CIO's income and property are used solely to further its object by work such as:

1. strengthening the life and witness of Quakers in the Constituent Bodies of the CIO;
2. spreading the message of Quakers and interpreting and developing the thought and practice of the Religious Society of Friends;
3. undertaking Quaker service for the relief of suffering at home and abroad;
4. funding Quaker concerns in the Constituent Bodies of the CIO;
5. providing for the pastoral care of individual Members and Attenders of the Constituent Bodies including assistance to those in need and for education;
6. maintaining and developing Quaker meeting houses as places for public worship and from which to carry our witness into the world;
7. administering and maintaining the organisation of the Constituent Bodies and contributing to the support of Britain Yearly Meeting.

8. facilitating contact between Quakers of all ages, and providing opportunities for training and mutual support for those with special responsibilities, in conjunction with its Constituent Bodies and other Quaker bodies;
9. working with other churches and ecumenical and interfaith groups in Wales and the Marches;
10. representing the views of the Religious Society of Friends to the Senedd and the wider community, and other public and voluntary organisations in Wales and the Marches and beyond especially those concerned with social witness, peace and interfaith relations;
11. responding to issues which relate to living in a bilingual society, including outreach in Wales and commissioning, translating and publishing Quaker material in the Welsh language, in furtherance of the above object; and
12. representing Wales to Britain Yearly Meeting and liaising with its committees and departments where appropriate.

#### **4. Powers of the CIO**

The CIO has power to do anything which is calculated to further its object or is conducive or incidental to doing so. In particular (but without limitation) the CIO's powers include power to:

1. raise funds by donations, legacies or otherwise;
2. deposit and invest funds not immediately required for the CIO's objects in or upon such investments, securities or other property as the Trustees think fit in accordance with legal constraints and the Ethical Testimonies of the Religious Society of Friends;
3. arrange for the investments or other property of the CIO to be held in the name of a nominee, in such manner as the Trustees think fit;
4. employ a professional fund-manager;
5. buy, take on lease or in exchange, hire or otherwise acquire any property, and to maintain and equip it for use;
6. sell, lease or otherwise dispose of all or any part of the property belonging to the CIO (but in exercising this power, the CIO must comply as appropriate with sections 117 and 119-123 of the Charities Act 2011);
7. borrow money;
8. charge the whole or any part of its property as security for the repayment of the money borrowed (but the CIO must comply as appropriate with sections 124 and 125 of the Charities Act 2011 if it wishes to mortgage land);
9. set aside income as reserves;
10. co-operate with other organisations and churches in Wales and beyond in furtherance of the CIO's object;
11. establish or support trusts or institutions formed for charitable purposes within the CIO's object;
12. employ and remunerate such staff (including the payment of pensions) as are necessary for carrying out the work of the CIO; (but the CIO may employ or remunerate a Trustee only to the

extent that it is permitted to do so by clause 6 (Benefits and payments to Trustees and connected persons) and provided it complies with the conditions of that clause);

- 13.obtain and pay for goods and services;
- 14.reimburse reasonable expenses, including those of the Trustees, incurred when acting on behalf of the CIO;
- 15.open and operate bank accounts and authorise any of the CIO's Constituent Bodies or committees to open bank accounts, and to appoint signatories in accordance with such safeguards as the Trustees consider appropriate;
- 16.trade in the course of carrying out the objects of the CIO and carry on any other trade which is not expected to give rise to taxable profits; and
- 17.incorporate and acquire subsidiary organisations.

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

1. The income and property of the CIO must be applied solely towards the promotion of the objects.
  - a. A Trustee is entitled to be reimbursed from the property of the CIO or may pay out of such property reasonable expenses properly incurred by them when acting on behalf of the CIO.
  - b. A 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. This does not prevent a member who is not also a Trustee:
  - a. receiving a benefit from the CIO as a beneficiary of the CIO;
  - b. buying or receiving goods and/or services from the CIO on reasonable and proper terms;
  - c. selling goods, services or any interest in land to the CIO on reasonable and proper terms;
  - d. being employed by, or receiving remuneration from, the CIO on reasonable and proper terms;
  - e. receiving 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);
  - f. receiving rent for premises let by the member or connected person to the CIO. The amount of rent and the other terms of the lease must be reasonable and proper; or
  - g. taking part in the normal trading and fundraising activities on the same terms as members of the public.

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

## **6. Benefits and payments to Trustees of the CIO and connected persons**

### **1. General provisions**

No 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 prior written consent of the Charity Commission (“the 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.

### **2. Scope and powers permitting Trustees’ or connected persons’ benefits**

- a. A Trustee or connected person may receive a benefit from the CIO as a beneficiary provided that it is available generally to the beneficiaries of the CIO.
- b. A Trustee or connected person may receive payment for goods or services supplied 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. A 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). The CIO should document the amount of, and the terms of, the Trustee’s or connected person’s loan.
- d. A 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 Trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- e. A 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. In this clause 6:**

- 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 31 (Glossary).

## **7. Conflicts of interest and conflicts of loyalty of Trustees of the CIO**

A Trustee must:

1. declare the nature and extent of any interest, direct or indirect, which they have 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 themselves from any discussions of the Trustees in which it is possible that a conflict of interest will arise between their duty to act solely in the interests of the CIO and any personal interest (including but not limited to any financial interest).

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

## **8. Liability of members to contribute to the assets of the 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. Membership of the CIO**

1. The membership of the CIO consists of, and is limited to, all members of the Constituent Area Meetings from time to time. The rules for membership of Constituent Area Meetings are set out in Appendix 1.
2. A person will cease to be a member of the CIO if they cease to be a member of a Constituent Area Meeting. If they move to an Area Meeting that is not a Constituent Area Meeting, then their membership of the CIO will cease when the receiving Area Meeting minutes their acceptance of the transfer.
3. The CIO will appoint a person to maintain a register of members. This register will set out for each current member, their name, address and the date on which they became members of the CIO. In order that the register of members can be kept up to date, all Area Meeting minutes regarding membership must be forwarded to the person responsible for maintaining the CIO register within 7 days. The register must be updated as soon as possible after the minute is agreed.
4. Attenders are not members and their details are not included in the register of members.
5. It is the duty of each member of the CIO to exercise their powers as a member of the CIO in the way they decide in good faith would be most likely to further the purposes of the CIO.
6. A member of the CIO may be an employee of the CIO.

## **10. Meetings for Church Affairs of the CIO and its Constituent Bodies.**

### **1. General Procedures**

- a. The business and activities of the CIO and its Constituent Bodies, and in particular the way decisions are reached at meetings, shall at all times be conducted in accordance with Quaker Business Method set out below.
- b. Meetings for church affairs, in which the Religious Society of Friends conducts its business, are meetings for worship based on silence, carrying the expectation that God's guidance can be discerned if members are truly listening together and to each other. The unity that is sought depends on the willingness of all to seek the truth in each other's utterances. There is no voting in the meetings, because the Religious Society of Friends believes that this would emphasise the divisions between differing views and inhibit the process of seeking to know the right way forward, the will of God as expressed in the sense of the meeting.
- c. The Clerk of the meeting bears the final responsibility for preparing the business, conducting the meeting and drafting the minutes of the meeting. Minutes are drafted by the Clerk (or someone assisting them) during the course of the meeting, but the final decision about whether the minute represents the sense of the meeting is the responsibility of the meeting itself, not of the Clerk.
- d. This way of conducting meetings and coming to decisions is known (and referred to herein) as the Quaker Business Method. It is described in full in the Book of Discipline.

### **2. Decisions that must be taken in a particular way**

- a. The business and activities of the CIO shall at all times be conducted in accordance with the provisions of the current edition of the Book of Discipline.
- b. Any decision to remove a Trustee must be taken in accordance with clause 15(2).
- c. Any decision to amend this constitution must be taken in accordance with clause 27.
- d. Any decision to wind up or dissolve the CIO must be taken in accordance with clause 28.
- e. Any decision to amalgamate or transfer the undertaking of the CIO to one or more other CIOs must be taken in accordance with the provisions of the Charities Act 2011 or subsequent relevant legislation.

## **11. General meetings of members of the CIO**

### **1. Types of General Meeting**

- a. There must be an Annual General Meeting (AGM) of the members of the CIO.
- b. General meetings of the CIO are open to all members of the CIO. Attenders may be present with the permission of the Clerk of their Constituent Body.
- c. AGMs must be held at intervals of not more than 15 months unless the Trustees determine that this cannot practicably be complied with due to exceptional circumstances. The AGM must:



- (i) receive the annual statement of accounts (duly audited or examined where applicable) and the Trustees' annual report;
  - (ii) appoint an auditor or independent examiner as applicable; and
  - (iii) appoint Trustees as required under clause 13.
- d. Other General Meetings of the members of the CIO may be held at any time.
- e. All General Meetings must be held in accordance with the following provisions.

## **2. Calling General Meetings**

- a. The Trustees:
- (i) must call the Annual General Meeting of the members of the CIO in accordance with sub-clause (1) of this clause, and identify it as such in the notice of the meeting; and
  - (ii) may call any other General Meeting of the members at any time.
- b. The Trustees must, within 21 days, call a General Meeting of the members of the CIO if:
- (i) they receive a written request in the form of a minute of one of the Constituent Bodies of the CIO; and
  - (ii) the request states the general nature of the business to be dealt with at the meeting.
- c. Any such request may only properly be proposed if it is lawful, and is not defamatory, frivolous or vexatious.
- d. Any General Meeting called by the Trustees following a minuted request from a Constituent Body of the CIO, must be held within 28 days from the date on which the request is received by the Trustees.
- e. If the Trustees fail to comply with this obligation to call a General Meeting at the request of that Constituent Body, then the clerk of that Constituent Body may themselves call a General Meeting of the CIO.
- f. A General Meeting called in this way must be held not more than 3 months after the date when the minuted request was received by the Trustees.

## **3. Notice of General Meetings**

- a. The Trustees, or, as the case may be, the clerk of whichever Constituent Body has called the meeting, must normally give at least 14 clear days' notice of any General Meeting to all of the members, and to any Trustee of the CIO who is not a member of the CIO. The means to be used to give notice of General Meetings are set out in Clause 21.
- b. The notice of any General Meeting must:
- (i) state the time and date of the meeting;
  - (ii) give the address at which the meeting is to take place and/or the online link for an electronic or hybrid meeting;
  - (iii) give particulars of the business of the meeting;
  - (iv) if a proposal to alter the constitution of the CIO is to be considered at the meeting, include the text of the proposed alteration;

- (v) include, with the notice for the AGM, the annual statement of accounts and Trustees' annual report, details of persons nominated for appointment or re-appointment as Trustee, or under clause 21 (Use of electronic communication), details of where the information may be found.
- 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. Where notice is sent by post, it shall be deemed to be received 48 hours after it was posted. Where notice is sent by electronic form (for example, by email), it shall be deemed to be received on the same day it was sent.
- d. The proceedings of a meeting shall not be invalidated because a member who was entitled to receive notice of the meeting did not receive it because of accidental omission by the CIO.

#### **4. Clerking of General Meetings**

The clerks of the Constituent Bodies of the CIO shall form a clerking team who shall prepare the business of any General Meeting and appoint one of their number to clerk the meeting, with support from other members of the team.

#### **5. Quorum at General Meetings**

- a. No business may be transacted at any meeting of the CIO unless a quorum is present when the meeting starts. The quorum for the General Meetings of the CIO shall be at least two members from each Constituent Body. The clerks of each Constituent Body may use between meeting procedures to identify members of the CIO to attend the General Meeting.
- b. If at any time during the meeting a quorum ceases to be present, the meeting may discuss issues and make recommendations to the Trustees but may not make any decisions. If decisions are required which must be made by a meeting of the members, the meeting must be adjourned.

#### **6. Taking Decisions at General Meetings**

See Clause 10 (1) for details of Quaker Business Method for use at all meetings.

#### **7. Adjournment**

The clerk of a meeting may with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), or where in their view significant technical problems are impeding participation in the meeting, adjourn the meeting to another time and/or place. No business may be transacted at an adjourned meeting except business which could properly have been transacted at the original meeting.

## **12. Trustees of the CIO**

### **1. Functions and duties of Trustees**

The Trustees shall manage the affairs of the CIO and may for that purpose exercise all the powers of the CIO. In doing so they shall at all times be guided by the Book of Discipline. It is the duty of each Trustee:

- a. to exercise their powers and to perform their functions as a Trustee of the CIO in the way they decide 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 they have or holds themselves out as having; and
  - (ii) if they act as a 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**

Trustees must be members of the Religious Society of Friends and will normally be appointed from the membership of the Constituent Bodies. If they are appointed as clerk of a Constituent Body or become an employee of the CIO their role as a Trustee will automatically cease.

## **3. Number of Trustees of the CIO**

The Nominations Committee in consultation with all Constituent Bodies, shall bring forward the names of members of the Religious Society of Friends to be appointed as Treasurer of the CIO and not fewer than 4 and up to 14 other members of the Religious Society of Friends as Trustees.

## **4. First Trustees**

The first Trustees of the CIO are:

Jeffrey Beatty;

Jeremy Brignell-Thorp;

Patricia Bridgewater;

Gwyneth Hewitson; and

Iona Lyons.

## **13. Appointment of Trustees of the CIO**

1. The appointment of Trustees shall be made at a meeting of the membership of the CIO, normally the AGM, which shall appoint nominees brought forward by the Nominations Committee to act as Trustees.
2. A Nominations Committee of the CIO, consisting of the Convenors of Nominations Committees, or another appointed representative of each Constituent Body shall co-ordinate nominations to serve as Trustees of the CIO and nominations for other roles as required.
3. The Nominations Committee in consultation with all Constituent Bodies shall bring forward nominations to be appointed as Treasurer of the CIO and not fewer than 4 and up to 14 others as Trustees. At least one Friend shall be appointed from each Constituent Body. In making these nominations the Nominations Committee shall take into account the need to ensure

geographical representation, diversity, a balance of skills and experience on the Trustee body and to enable succession planning.

4. For the procedure for the appointment of the clerk to Trustees see Clause 18 (5).
5. For the procedure for the appointment of the clerk of the CIO see Clause 11 (4).
6. Trustee appointments may be made for any term of up to four years. A Trustee may be reappointed to a further term of up to four years to give an unbroken term of service as a Trustee of the CIO normally not exceeding eight years. That Trustee cannot then normally be reappointed as a Trustee of the CIO until two years have elapsed after the end of the last period of service in that capacity unless the nominations committee determine that there are exceptional circumstances related to the best interests of the Charity. For the purposes of interpreting this clause, references to “years” are approximate, noting that the appointment and retirement of Trustees typically occurs at the annual General Meeting, which is not at exactly the same time in each year.
7. If a Trustee is released from service for any reason Trustees shall have the power to co-opt until the next General Meeting, when a name will be brought to the meeting as a nomination from Trustees for appointment at that meeting.
8. Amendment to these appointment arrangements may be made by the AGM according to the provision in Clause 25 of this Constitution.

#### **14. Information for new Trustees**

The Trustees will make available to each new charity Trustee, on or before their first appointment:

1. a copy of this constitution and any amendments made to it; and
2. a copy of the CIO's latest Trustees' annual report and statement of accounts.

#### **15. Retirement and removal of Trustees**

1. A Trustee ceases to hold office if they:
  - a. die;
  - b. cease to be eligible for trusteeship in accordance with clause 12; or
  - c. are 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).
  - d. A Trustee may notify the CIO in writing that they wish to resign. Normally they continue serving until they are released at the next General Meeting. However, if the other Trustees decide that the resignation should take immediate effect, they can agree a minute explaining this, which is then presented to the next General Meeting.
2. Trustees can also suggest to the General Meeting that a Trustee is released from service if:
  - a. they are determined by the Trustees of the CIO to no longer be a fit or suitable person to carry out the duties of a Trustee:

- b. the Trustees consider that the Trustee has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months; or
  - c. they are absent without the permission of the charity Trustees from all their meetings held within a period of nine months and the Trustees resolve that their office be vacated.
3. A Trustee shall be removed from office if such a decision is taken at a General Meeting of the members called for that purpose and properly convened in accordance with clause 11. The General Meeting will minute that this is the will of the meeting, noting that a decision to remove a 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 this matter will be before the meeting, specifying the circumstances alleged to justify removal from office, and has been given a reasonable opportunity of making oral and/or written representations to the members of the CIO.

#### **16. Taking of decisions by Trustees**

Any decision must be taken using the Quaker Business Method (see Clause 10 (1)) either:

- 1. at a physical meeting of the Trustees; or
- 2. by electronic means (see Clause 21); or
- 3. at a hybrid meeting.

#### **17. Delegation by Trustees of the CIO**

- 1. The Trustees may delegate any of their powers or functions to a committee including one or more Trustees but the terms of any such delegation must be recorded by minute.
- 2. The Trustees may impose conditions when delegating, including the conditions that:
  - a. the relevant powers are to be exercised exclusively by the committee to which they are delegated;
  - b. no expenditure may be incurred except in accordance with a budget previously agreed with the Trustees.
  - c. the Trustees may revoke or alter a delegation.
- 3. All acts and proceedings of any such committee must be fully and promptly reported to the Trustees.
- 4. Delegation of day-to-day management powers. In the case of delegation of the day-to-day management of the CIO to a chief executive or other manager or managers:
  - a. the delegated power shall be to manage the CIO by implementing the policy and strategy adopted by and within a budget approved by the Trustees and (if applicable) to advise the Trustees in relation to such policy, strategy and budget;
  - b. the Trustees shall provide any manager with a description of the manager's role and the extent of the manager's authority; and

- c. any manager must report regularly to the Trustees on the activities undertaken in managing the CIO and provide them regularly with management accounts which are sufficient to explain the financial position of the CIO.
5. Delegation of investment management. The Trustees may delegate the management of investments to a Financial Expert or Experts provided that:
- a. the investment policy is set down in writing for the Financial Expert or Experts by the Trustees;
  - b. timely reports of all transactions are provided to the Trustees;
  - c. the performance of the investments is reviewed regularly with the Trustees;
  - d. the Trustees are entitled to cancel the delegation arrangement at any time;
  - e. the investment policy and the delegation arrangements are reviewed regularly;
  - f. all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
  - g. the Financial Expert or Experts must not do anything outside the powers of the Trustees.

#### **18. Meetings and proceedings of the Trustees of the CIO**

1. In conducting their meetings, the Trustees shall follow Quaker Business Method (see clause 10.1).
2. Minutes are to be made in the meeting and accepted and signed in accordance with Quaker Business Method. The Trustees shall keep minutes of the proceedings at meetings of the Trustees and of any sub-committee.
3. The Trustees shall hold at least two meetings each year. A special meeting of the Trustees may be called at any time by the clerk to the Trustees or by any two Trustees upon not less than four days' notice being given to the other Trustees of the matters to be discussed. This period of notice may be waived with the consent of all Trustees.
4. A meeting may be held by suitable electronic means agreed by the Trustees in which each participant may communicate with all the other participants (see clause 21).
5. Trustees shall take forward the name of one of their number to be appointed as clerk of Trustees by a General Meeting, normally the AGM.
6. 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 Trustees present may appoint one of their number to clerk that meeting.
7. A quorum for Trustees' meetings shall be half of the current number of Trustees.
8. The Trustees shall report to the membership of the CIO at least once a year normally at the AGM. They shall also refer any major decisions such as those involving the acquisition, disposal or major alteration of land or buildings to a meeting of the membership of the CIO. Where the matter requires urgent action to avoid causing further damage or expense, the Trustees may act before putting the matter to a meeting. They should explain their actions to members of the CIO, at the earliest possible opportunity.

9. The Trustees may from time to time make and alter arrangements for the conduct of their business, the summoning and conduct of their meetings and the custody of documents. No rule may be made which is inconsistent with this governing document.

## **19. Saving provisions**

1. Subject to sub-clause (2) of this clause, all decisions of the Trustees, or of a committee of Trustees, shall be valid notwithstanding the participation in any decision of a Trustee:
  - a. who was disqualified from holding office;
  - b. who had previously retired or who had been obliged by the constitution to vacate office;
  - c. who was not entitled to take part in the decision on the matter, whether by reason of a conflict of interest or otherwise;if, without the participation in the decision of that Trustee and that Trustee being counted in the quorum, the decision has been made by the Trustees at a quorate meeting.
2. Sub-clause (1) of this clause does not permit a Trustee to keep any benefit that may be conferred upon them by a resolution of the Trustees or of a committee of Trustees if, but for sub-clause (1), the resolution would have been void, or if the Trustee has not complied with clause 7 (Conflicts of interest).

## **20. Execution of documents by Trustees of the CIO**

The CIO shall execute documents by signature of at least two of the Trustees.

## **21. Use of electronic communications by members of the CIO including Trustees**

### **1. General**

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

- a. The requirement in the Communications Provisions 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 in the Communications Provisions to provide information to the Commission in a particular form or manner.
- c. meetings held by electronic means must comply with rules for meetings, including clerking and the taking of minutes.
- d. Any member or Trustee participating at a meeting by suitable electronic means agreed by the Trustees in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting (and for the avoidance of doubt this constitution shall not be taken to preclude the participation of a person, including in the quorum and decision-making, using those means).
- e. A meeting may be held by suitable electronic means agreed by the Trustees in which each participant may communicate with all the other participants.



## **2. To the CIO**

Any member or 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.

## **3. By the CIO**

- a. Any member or Trustee of the CIO, by providing the CIO with their 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 their unwillingness to receive such communications in that form.
- b. The Trustees may, subject to compliance with any legal requirements, by means of publication on its website
  - (i) provide the members with the notice referred to in clause 11(3) (Notice of General Meetings);
  - (ii) give Trustees notice of their meetings in accordance with clause 18(3) (Calling meetings);
- c. The Trustees must:
  - (i) provide the members with the notice referred to in clause 11(3) (Notice of General Meetings);
  - (ii) take reasonable steps to ensure that members and charity Trustees are promptly notified of the publication of any such notice or proposal;
  - (iii) send any such notice or proposal in hard copy form to any member or Trustee who has not consented to receive communications in electronic form.

## **22. Keeping of Registers of the CIO**

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

## **23. Trustee Minutes**

The Trustees must keep minutes of all:

1. appointments of officers made by the Trustees;
2. proceedings at General Meetings of the CIO;
3. meetings of the Trustees and committees of Trustees including:
  - a. the names of the Trustees present at the meeting;
  - b. the decisions made at the meetings; and
  - c. where appropriate the reasons for the decisions;
4. decisions made by the Trustees otherwise than in meetings.

## **24. Accounting records, accounts, annual reports and returns, register maintenance**

1. The Trustees must ensure that an annual report and statement of accounts for the CIO is prepared in compliance with current charities legislation and presented to a General Meeting, normally the AGM, in a timely manner after the end of the financial year for consideration and acceptance.
2. The Trustees shall submit an annual report, annual statement of accounts and annual return to the Charity Commission in compliance with current legislation.
3. The Trustees must inform the Commission within 28 days of any change in the particulars of the CIO entered on the Central Register of Charities.

## **25. Rules of the CIO**

The Trustees may from time to time make such reasonable and proper rules or bye-laws 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.

## **26. Disputes between members of the CIO**

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 arranged by the CIO, then in consultation with the Recording Clerk of the Religious Society of Friends, before resorting to litigation.

## **27. Amendment of constitution**

As provided by clauses 224-227 of the Charities Act 2011:

1. This constitution can only be amended by a General Meeting of the membership of the CIO, normally the AGM, and recorded by minute of the meeting.
2. Any alteration of clause 3 (Object), clause 28 (Voluntary winding up or dissolution), this clause, or of any provision where the alteration would provide authorisation for any benefit to be obtained by Trustees or members of the 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 any resolution altering the constitution, together with a copy of the CIO's constitution as amended, must be sent to the Commission within 15 days from the date on which the resolution is passed.

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

If at a General Meeting of the CIO it is decided that it is necessary or advisable to dissolve the CIO or to amalgamate with another Quaker body the Trustees shall have the power to realise any assets held by or on behalf of the CIO. Any assets remaining after the satisfaction of any proper debts and liabilities shall be given or transferred to Britain Yearly Meeting, or to some other charitable institution or institutions having objects similar to that of the CIO. The CIO must observe the requirements of the Dissolution Regulations, including in applying to the Commission for the CIO to be removed from the Register of Charities.

## **29. Guidance**

In the exercise of its powers and in all matters relating to its administration, the CIO (as part of the Religious Society of Friends) and its Trustees shall be guided by The Book of Discipline and its future revisions and shall follow its provisions, in so far as the same are not inconsistent with the terms of this constitution.

## **30. Background and addition of Area Meetings**

This CIO was formed with effect from the Effective Date by the merger of five charities;

1. The Religious Society of Friends (Quakers) in Britain, North Wales Area Meeting, Registered Charity Number 1134209;
2. South Wales Area Quaker Meeting, Registered Charity Number 1134539;
3. Southern Marches Area Quaker Meeting, Registered Charity Number 1134528;
4. Mid Wales Area Quaker Meeting, Excepted Charity;
5. Crynwyr Cymru – Quakers in Wales (CCQW) . Registered Charity Number 1137935.

Historical financial and other information regarding these charities can be obtained through the Custodian of Records (Archivist) of the relevant constituent meeting.

Other Area Meetings including those created by the above Area Meetings may become Constituent Area Meetings and consequently Constituent Bodies of this CIO by the agreement of a General Meeting.

## **31. GLOSSARY OF TERMINOLOGY USED IN THIS DOCUMENT**

**Attender means** a person who is not in formal membership of the Religious Society of Friends but who regularly attends its Meetings for Worship.

**Area Meetings** are the main local meetings for church affairs. They have the responsibility of admitting new members into the Religious Society of Friends and of terminating membership, and the duty of keeping appropriate records of membership.

The **Book of Discipline** means the book of Christian Discipline of the Religious Society of Friends (Quakers) in Britain and shall include not only the current edition but also (where the context so admits) all subsequent revisions.

**Britain Yearly Meeting of the Religious Society of Friends (Quakers)**, more commonly known as, **Britain Yearly Meeting**, refers to the centrally held and managed policy, property, employment and work of the Religious Society of Friends. It is referred to herein as Britain Yearly Meeting.

The **Charitable Incorporated Organisation (or CIO)** constituted by this document is the CIO referred to in clause 1.

**Chair** see Clerk.

**Clerk** The clerk of any Quaker meeting bears the final responsibility for preparing the business, conducting the meeting and drafting the minutes of the meeting. In this constitution it is generally used synonymously with Chair. The clerk may be assisted by a clerking team.

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

**Connected person** means:

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

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

**Constituent Area Meeting** means one of the Area Meetings which with **Crynwyr Cymru – Quakers in Wales**, make up the constituent bodies of the CIO (subject to any additions agreed under clause 30).

**Constituent Body** means one of the Constituent Area Meetings and Crynwyr Cymru – Quakers in Wales which make up the CIO.

**Crynwyr Cymru – Quakers in Wales (CCQW)** has responsibilities delegated to it by Britain Yearly Meeting to represent and advance the life and witness of Quakers within Wales. It consists of all Friends who live in Wales or who are Members in Local Meetings within Wales. Provision is made for members of other Meetings and Attenders to be present at meetings.

**Cymar** is the informal name of the Charitable Incorporated Organisation, in both Welsh and English.

**Discernment** is the term used in the Quaker Business Method to describe the process by which Quaker meetings take decisions. This is summarised in Clause 10(1) of this Constitution.

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

**Effective Date** is the effective date resolved upon by the Trustees for the merger referred to in clause 30.

**Ethical Testimonies** have traditionally been listed as equality, justice, peace, simplicity and truth, but is now taken to include a concern for the environment and sustainability. They form a part of what it is to be Quaker.

**Financial Expert** is an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000.

**Friends/Quakers.** Members of the Religious Society of Friends are historically known as Friends and this term is used by and amongst Friends. Friends are also known as Quakers. These two words are virtually synonymous depending upon the context.

**General Meeting** means a general meeting of the members of the CIO.

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

The **Marches** is used in this document to describe those English counties which lie along the border with Wales.

**Meeting for Worship** means a gathering of people for the purpose of worship. Other churches might use the word service.

The **Recording Clerk** is the senior member of staff employed by Britain Yearly Meeting

The **Religious Society of Friends (Quakers) in Britain (BYM)**, or more commonly **Quakers in Britain**, refers to the church in Britain, the Channel Islands and the Isle of Man, in its entirety, including all its local meetings for worship and its constituent meetings for church affairs, as well as all their work. It is referred to herein as **the Religious Society of Friends**.

**Trustee** means a charity trustee of the CIO.

## **Footnotes**

### **Book of Discipline**

The most up to date version of the text is currently available on line at <https://qfp.quaker.org.uk>

The current edition is Quaker Faith and Practice Fifth edition (London) 2013, subject to subsequent revisions. Amendments can be agreed by Britain Yearly Meeting in the years between new editions of the book being published.

## **Appendix 1 – Area Meetings**

### **1. Requirements for membership of an Area Meeting**

Membership is open to anyone who supports, and is committed to, furthering the purposes of the Religious Society of Friends, who worships with Quakers in the constituent Area Meetings.

### **2. Application for membership of an Area Meeting**

- (a) If a person wishes to become a member of an Area Meeting, this is communicated to the clerk of the Area Meeting in writing (letter or email) and the matter will be brought to its next business meeting.
- (b) A person becomes a member when a minute to this effect is agreed by Area Meeting.
- (c) A member will be appointed to notify the applicant within 21 days and to welcome them into the organisation.
- (d) In the unusual situation that the Area Meeting decides that it is not appropriate for the person to become a member, they will be informed within 21 days of the meeting of the reasons why the decision was made.

### **3. Transfer of membership from one Area Meeting to another**

If a member moves home to another Area Meeting, they are encouraged to ask for their membership to be transferred to the new Area Meeting. They become a member of the new Area Meeting when the acceptance of transfer of membership is minuted by the receiving Area Meeting.

### **4. Termination of membership of an Area Meeting**

- (a) Membership is not transferable to another person and terminates when the Friend dies.
- (b) If a Friend wishes to terminate their membership, they should inform the Area Meeting clerk in writing. Their membership ceases when the Area Meeting minutes that they are no longer in membership.
- (c) If a member has not been involved in the life of their Area Meeting for some time, it may be appropriate to ask them to confirm that they wish to remain as members of the organisation and allow them a period of 28 days (running from the date of issue of notice) to provide that confirmation. If a member fails to provide confirmation that they do wish to remain a member (either in writing or by email or by attending meeting for worship), their membership can be terminated at the next meeting and recorded in the minutes.
- (d) If a member's conduct or publicly expressed opinions are so much at variance with the principles of the Religious Society of Friends that the spiritual bond has been

broken their membership can be terminated at the next Area Meeting and recorded in the minutes of the meeting.

5. **Appeal against decisions regarding membership**

There may be a few occasions where a Friend is still dissatisfied with any Area Meeting's decision about their membership, even after local Friends have tried to explain the reasoning. If a member is dissatisfied with a decision about their membership, they can appeal in writing against the decision to the Religious Society of Friends (Quakers) in Britain.