

# WIMBLEDON PHILOSOPHICAL SOCIETY CIO

## DRAFT CONSTITUTION

### 1. Name

1.1 The name of the Charitable Incorporated Organisation ("the CIO") is Wimbledon Philosophical Society CIO.

### 2. Principal Office

2.1 The principal office of the CIO shall be in England and Wales. 2.2 The trustees may determine the specific address of the principal office and may change it at any time. 2.3 Any change of address shall be notified to the Charity Commission.

### 3. Values and Ethos

3.1 The CIO is guided by values of intellectual curiosity, open mindedness, kindness, consideration, and friendliness. 3.2 These values inform the conduct of members and trustees.

### 4. Charitable Objects

4.1 The objects of the CIO are, for the public benefit: 4.1.1 To advance education in philosophy, ethics, and related disciplines. 4.1.2 To promote citizenship and community development through dialogue and public engagement. 4.1.3 To advance arts, culture, and heritage through philosophical engagement.

### 5. Powers

5.1 The CIO has power to do anything lawful to further its objects. 5.2 These powers include (but are not limited to): 5.2.1 organising events, talks, and discussions; 5.2.2 publishing materials; 5.2.3 raising funds; 5.2.4 applying for grants; 5.2.5 cooperating with other organisations; 5.2.6 acquiring and disposing of property; 5.2.7 employing staff or contractors where necessary.

### 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 trustee may only receive a benefit from the CIO if it is authorised by charity law. 6.3 Trustees may be reimbursed for reasonable expenses properly incurred.

#### 6.4 Payment for Services

6.4.1 The CIO may pay a charity trustee, or a person connected with a charity trustee, for services supplied to the CIO that are **not trustee duties**, provided that: (a) the trustees have determined that the services are necessary and in the best interests of the CIO; (b) the remuneration is reasonable and proportionate to the service provided; (c) the trustee concerned takes no part in any discussion or decision relating to the payment; (d) the arrangement complies with the Charities Act 2011 and any relevant Charity Commission guidance; (e) a written agreement is made setting out the nature of the services and the basis of remuneration.

6.4.2 Nothing in this clause permits a charity trustee to receive payment for acting as a trustee.

## **7. Liability of Members**

7.1 The liability of members is limited to such amount as may be due in respect of any unpaid subscriptions.

## **8. Membership**

### **8.1 Eligibility**

8.1.1 Membership is open to any individual who supports the CIO's objects and agrees to uphold its values.

### **8.2 Admission**

8.2.1 The trustees may not unreasonably refuse membership. 8.2.2 The trustees may require reasonable information to assess eligibility.

### **8.3 Register of Members**

8.3.1 The CIO must keep a register of members containing names and contact details. 8.3.2 The register must be kept securely and in compliance with data protection law.

### **8.4 Termination of Membership**

8.4.1 Membership ends if the member resigns. 8.4.2 Membership ends if subscriptions remain unpaid after reasonable notice. 8.4.3 Membership may be terminated for conduct incompatible with the CIO's values. 8.4.4 Members have a right of appeal to an independent panel appointed by the trustees.

### **8.5 Membership Disputes**

8.5.1 Any dispute relating to membership shall be resolved by the trustees. 8.5.2 Trustees must act fairly and give the member an opportunity to be heard.

## **9. Conduct**

9.1 Members must behave respectfully and must not engage in bullying, harassment, discrimination, intimidation, or criminal behaviour. 9.2 Trustees may take action where conduct breaches the CIO's values.

### **9.3 Safeguarding**

9.3.1 The CIO shall maintain a safeguarding policy setting out procedures for preventing and responding to harm, abuse, or misconduct. 9.3.2 Members, trustees, volunteers, and participants must comply with this policy. 9.3.3 The safeguarding policy shall be reviewed regularly and updated as necessary.

## **10. Charity Trustees**

10.1 The CIO must have at least three trustees. 10.2 Trustees are elected at the AGM for three-year terms. 10.3 Trustees must meet eligibility requirements under the Charities Act 2011. 10.4 Trustees must declare conflicts of interest. 10.5 Trustees must comply with Charity Commission guidance and reporting requirements. 10.6 The CIO must maintain a register of trustees.

## **10.7 Resignation of Trustees**

10.7.1 A trustee may resign at any time by giving written notice to the CIO. 10.7.2 The resignation takes effect upon receipt of the notice unless a later date is specified. 10.7.3 The trustees may appoint a replacement trustee to serve until the next AGM. 10.7.4 The CIO must notify the Charity Commission of the change and update the register of trustees. 10.7.5 The CIO must continue to meet the legal minimum of three trustees.

## **11. Conflict of Interest Rules**

11.1 Trustees must declare any conflict of interest. 11.2 A conflicted trustee must withdraw from relevant discussions and decisions. 11.3 All conflicts must be recorded in the minutes.

## **12. Trustee Meetings and Finance**

12.1 Quorum: two trustees or one third of trustees, whichever is greater. 12.2 Decisions are made by consensus or majority vote. 12.3 The Chair has a casting vote. 12.4 Minutes must be kept. 12.5 Meetings may be held electronically.

### **12.6 Financial**

12.6.1 Annual accounts and reports shall be prepared for each financial year in accordance with the Charities Act 2011 and relevant Charity Commission guidance.

## **13. Delegation**

13.1 Trustees may delegate tasks to committees or individuals. 13.2 Delegated powers must be recorded in writing. 13.3 Trustees remain responsible for delegated decisions.

## **14. Members' Meetings**

14.1 The CIO must hold an AGM annually. 14.2 SGMs may be called by trustees or 10% of members. 14.3 Quorum: 10 members or 10% of membership. 14.4 Written resolutions are permitted. 14.5 Meetings may be held online or in hybrid form. 14.6 Notices may be sent electronically.

### **14.7 Notice of AGM**

14.7.1 At least 21 days' notice shall be given of the Annual General Meeting. 14.7.2 The notice shall specify the date, time, place, and business of the meeting and may be sent electronically.

### **14.8 Business of the AGM**

14.8.1 The business of the Annual General Meeting shall include: (a) receipt of the annual report and accounts; (b) appointment or re-appointment of trustees; (c) consideration of any resolutions submitted in accordance with this constitution; (d) appointment of an independent examiner (if required); (e) any other business specified in the notice of the meeting.

## **15. Amendments to the Constitution**

15.1 Amendments require a 75% majority of members voting. 15.2 Charity Commission consent is required where amendments affect: 15.2.1 the objects; 15.2.2 trustee benefit clauses; 15.2.3 dissolution provisions.

## **16. Dissolution**

16.1 The CIO may be dissolved by a 75% majority vote. 16.2 Trustees must settle all debts and liabilities. 16.3 Remaining assets must be transferred to one or more charities with similar objects. 16.4 Final accounts must be prepared. 16.5 The Charity Commission must be notified.

## **17. Interpretation**

17.1 Any dispute about interpretation shall be resolved by the trustees unless referred to a general meeting. 17.2 Charity Commission guidance shall be used where relevant.