

# JENNINGS COMMUNITY BOXING ACADEMY

England & Wales · Charity number 1199507

## Details

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Other names	JENNINGS GYM
Status	Registered
Legal form	CIO
Registered	2022-06-30
Register	<a href="#">View on the Charity Commission register</a>

## Contact

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**Address** BIZSPACE LTD Unit 25-27 Jennings Gy  
Coppull Enterprise Centre  
Mill Lane  
Coppull  
Chorley  
PR7 5BW

**Phone** 07903966638

**Email** [Jenningsgym@yahoo.com](mailto:Jenningsgym@yahoo.com)

## Activities

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**Objects:** THE OBJECT OF THE CIO IS:THE PROMOTION OF COMMUNITY PARTICIPATION IN HEALTHY RECREATION FOR THE BENEFIT OF PEOPLE LIVING IN THE NORTH WEST OF ENGLAND IN PARTICULAR BY THE PROVISION OF FACILITIES FOR PARTICIPATION IN AMATEUR BOXING.TO ADVANCE IN LIFE AND RELIEVE THE NEEDS OF YOUNG PEOPLE THROUGH:A) THE PROVISION OF RECREATIONAL AND LEISURE TIME ACTIVITIES PROVIDED IN THE INTEREST OF SOCIAL WELFARE, DESIGNED TO IMPROVE THEIR CONDITIONS OF LIFE.B) PROVIDING SUPPORT AND ACTIVITIES WHICH DEVELOP THEIR SKILLS, CAPACITIES AND CAPABILITIES TO ENABLE THEM TO PARTICIPATE IN SOCIETY AS MATURE AND RESPONSIBLE INDIVIDUALS.

**Activities:** Boxing gym aimed at disadvantaged and under represented people within Lancashire. The gym promotes health and fitness through the sport of boxing.Situated at Coppull Spinning Mill Enterprise Centre Mill Ln PR7 5BW.

## Classification

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- **How:** Provides Buildings/facilities/open Space, Provides Services, Provides Advocacy/advice/information
- **What:** Education/training, The Advancement Of Health Or Saving Of Lives, Disability, The Prevention Or Relief Of Poverty, Amateur Sport, Economic/community Development/employment, Recreation
- **Who:** Children/young People, Elderly/old People, People With Disabilities, Other Charities Or Voluntary Bodies, Other Defined Groups, The General Public/mankind

## Geography

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- Lancashire
- Wigan

## Finances

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Period end	Income	Expenditure	Assets	Employees
2025-03-31	£15,528	£18,524	-	-
2024-03-31	£25,571	£21,994	-	-
2023-03-31	£25,571	£21,994	-	-

## Trustees

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Name	Role	Appointed
Neil David Aspinall	Chair	2018-01-01
David Jennings		2018-01-01
Martin Grime		2025-04-11
Michael Jennings		2018-01-01
Taye Joseph		2026-04-01

**JENNINGS COMMUNITY BOXING ACADEMY**

England & Wales - Charity number 1199507

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# Accounts

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## **JCBA Charity Impact Statement 2024-2025**

The year 2024-2025 has been very much a case of continuation of the work we did in 2023-2024, in that we have continued to provide inclusive and targeted activities based around boxing with a very healthy set of numbers attending.



Groups we have engaged:

### **Referred School Pupils**

We currently support approximately 40 children from various schools across Lancashire. These pupils, all of whom are on Education, Health and Care Plans (EHCPs), engage in a diverse range of activities including boxing, fishing, and cooking. Through these programmes, they work towards and achieve GB Boxing awards and AQA unit awards.

### **Military Veterans**

Over the past year, we have partnered with veterans' groups from across the county. We provide dedicated training sessions at the gym, supporting between 20 and 30 veterans each week.

### **Alcohol and Drug Rehabilitation**

In partnership with a hospital in Blackburn, we facilitate free rehabilitation classes every Tuesday. These sessions consistently see between 10 and 15 attendees.

### **Community Youth Provision**

We provide three voluntary classes per week for young people aged 8 to 25. This includes a dedicated beginners' class every Thursday which attracts roughly 30 participants.

In total, our charity and voluntary programmes see upwards of 200 individuals 'through the door' every single week.

Income has primarily been through membership and subscriptions with funding from Chorley Council and the groups we engage.

The demand for our services has outstripped our current capacity; as such, we are finalising plans to move to a larger unit. However, funding will be needed to achieve this in 2026.

The gym is still run by volunteers and self-employed trainers. However, we are looking into funding for a paid employee to support the trainers in the delivery and expansion of the services we offer.

We have continued to maintain close ties and connections with local youth groups and organisations, consolidating our offer within under-represented communities.

2026 will be a year of expansion into a bigger facility with enhanced educational opportunities and the capacity to increase both the number of projects we run and the number of people we support.

Neil, Mick, Dave and Martin

## Jennings Community Boxing Academy

Accounts for 1st April 2024 to 31st March 2025

Code	Name	1 Apr 24 - 31 Mar 25	
		Debit	Credit
1200	Bank Account	0.00	2,994.51
4900	Other income	0.00	15,528.90
5000	Cost of Sales - Goods	1,783.66	0.00
7100	Rent	14,016.00	0.00
7110	Water Rates	200.00	0.00
7200	Electricity	1,410.93	0.00
7430	Entertainment	244.85	0.00
7540	Internet Charges	539.40	0.00
7630	Business Insurance	328.57	0.00
		<b>18,523.41</b>	<b>18,523.41</b>

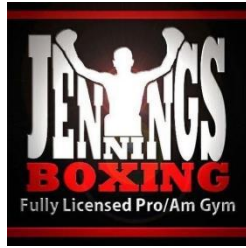
**JENNINGS COMMUNITY BOXING ACADEMY**

England & Wales - Charity number 1199507

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# Accounts

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Jennings Gym  
Charity Number 1199507  
Unit 25-27 Coppull Enterprise Centre  
Mill Ln  
Coppull  
PR7 5BW

### **Gym Overview**

Jennings Community Boxing Academy also known as Jennings Gym was set up by Ex Professional Boxer Michael Jennings and Professional Coach David Jennings in 2013, it became a constituted community group in 2015 and gained Charity status in 2023.

The gym is run by Michael and David as coaches along with trustees and has two distinct “arms” a professional boxing gym primarily run by Michael with full coaching support from David and a community offer primarily run by David with support from Michael.

Central to the gyms ethos is the promotion and general health and wellbeing of its service users and of course the coaching and professional progression of its boxers, this is achieved through pro boxing and coaching sessions, community led health and fitness classes and targeted provision such youth referrals along with bespoke group sessions.

### **The Trustees and Volunteers include:**

Neil Aspinall - Chairman and acting Treasurer & Secretary  
David Jennings - Vice Chairman and Coach, Safeguarding  
Michael Jennings - Trustee and Head Coach

We have recruited Martin Grime and Matty Palmer who will soon become trustees eventually taking responsibilities of secretary and treasurer, both are local teachers and who will become responsible for safeguarding, policies and procedures although at a recent audit the Council was fully satisfied that all safeguarding provisions, policies and procedures were in place, the gym fully complies with Governing body rules and regulations.

The gym is currently reliant by volunteers with no salaried staff and only paid session work by adult boxers within the gym, Michael and David do not currently take an income from the gym apart from basic expenses.

### **Turnover**

Currently turnover is £25,000 based on April 2024 accounts submitted to The Charity Commission and is running on a break even basis.

External funding is currently limited to sponsorship, project funding and paid session work via other community groups such as Chorley’s Inspire Youth Zone, the vast majority of income is via subscriptions and membership.

### **Location**

We have moved the gym on two occasions as a result of an increase in general demand both within the community and from professional and aspiring professional boxers.

Initially located in Chorley the gym was eventually moved into Coppull Enterprise Centre on a long term lease. The centre was previously a large cotton spinning mill and in 2017 we relocated to a larger unit in the mill again due to an increase in demand on our services.

### **Community Background**

We work within the Borough of Chorley and surrounding areas such as Coppull, Adlington, Horwich, Brindle and Clayton Le Woods however we have increasingly seen demand for the community and professional arms within Lancashire including Blackpool, Preston, Morecambe, Burnley, Nelson and towns within the Greater Manchester area such as Wigan, Hulton and Standish.

All these areas feature high on the 2019 Indices of Deprivation with 16.7% (36,322) of children aged 0-15 living in income deprived families, and 11.2% (74,890) living in employment deprived areas, the Fylde and East Lancashire all featuring within the UK's top 10 of areas of deprivation as well as some Wards within Chorley.

With this in mind our community offer has seen a steady increase in demand as the gym becomes more prominent and known within all the above areas, this has also been reflected in the number of aspiring boxers and links with other professional boxing gyms, local councils and authorities.

### **Our Current Community Offer (What We Do)**

The gym is open Monday to Friday between 9am and 7.30pm generally closed late morning to mid afternoon, the morning is generally handed over to the development of aspiring and pro boxers however due to capacity and lack of space it is shared with other projects which is not ideal.

### **Classes and Sessions**

- Monday - Friday 9.30am - 2.30pm we run classes for young people referred to us by local schools, the young people have been referred as an alternative to exclusion due to emotional issues and difficulties in engaging in mainstream classes.

We currently have provision for 10 young people with roughly 50% having Special Educational Needs and Educational Passports and are considered having Social, Emotional and Mental Health difficulties as well as being known within the youth justice system.

Classes and sessions focus on health and wellbeing, social awareness and as a way of improving self esteem and a sense of citizenship all through boxing as a diversionary activity although there is no "contact" boxing involved, young people are taught and encouraged to cook healthy yet cheap meals in our basic kitchen for everyone and encouraged to do the same at home.

We did have a small allotment to grow our own vegetables however Covid meant we gave back the tenancy.

David will sign post young people to other youth services where appropriate and regular feedback sessions are arranged with the referring school on progress.

- Open evening sessions for young people are available Monday, Wednesday, Thursday and Friday between 5.15pm and 7.30pm with a regular contingent of 40 young people per session many of which fall within the community background areas previously mentioned. *It is important to note here that no young person will be prevented from taking part due to financial restrictions as such up to 25% of the young people access the sessions for free with all equipment provided such as gloves, gum shields and boots.*

- Adult Drug and Alcohol Rehabilitation sessions run on Tuesdays between 5pm and 6pm, we offer up to 5 places per session however there has been an increase in demand since Covid19 Lockdown.

- Funded Service Veterans sessions for up to 10 veterans run on Thursday between 6pm and 7.30pm.

- We provide a coach to the local Inspire Youth Zone in Chorley which is attended by up to 20 young people every Wednesday, Inspire are invoiced monthly and 100% of the payment is made to the coach we supply.

- Mixed ability “drop in sessions” are offered Tuesday and Thursday evenings for 18+ years and open for anyone to attend and we regularly achieve our maximum 30 participants, *again our policy is that the inability to pay is not a barrier to taking part.*

- We have also on occasions provided adhoc bespoke sessions for young people referred to us by the Police in particular young people engaged in low level anti social behaviour and generally considered “at risk”, the demand for these sessions varies throughout the year.

- Although not a set fixture in our calendar we have offered holiday club provision to young people and families on low income with a hot meal provided when funding is available.

- Our professional and aspiring boxer sessions run every morning between 9am and 11am.

### **Challenges**

As we hope can be seen we offer a wide range of classes and sessions which are community based however we have reached our capacity for numbers and demand on the equipment and assets and as a result a “bottle neck” has become problematic with demand exceeding our current capacity.

Demand on equipment has meant that much of what we own has become “tired” and has reached the end of its life but more importantly the gym space has become overcrowded with sessions overlapping and increasing demand on the assets we have.

This has had a direct impact on the “professional” arm in that we believe we are currently not providing the best chances and opportunities for our pro and aspiring boxers in fact it has become difficult to accommodate those young people and adults who would like to transition and progress in the sport from the community offer to the aspiring boxer offer with spaces at a premium.

Part of the gym and boxing life is aimed at local “shows” with opportunities for our boxers to demonstrate their skills in a competitive ring and environment and for young people and their families to enjoy an evening of boxing however there are no facilities currently on offer which are affordable within our Borough as such we are missing out on valuable income and opportunities unless we hire a space (which we have in the past) outside of our current area.

The gym currently breaks even financially with funding and sponsorship being difficult to obtain due to not having a dedicated funding “officer” although we have always aspired to try.

### **Opportunities and Current Priorities Going Forward**

The owners of the mill have offered us a much larger space almost taking up a full floor of the spinning mill, they have pledged to waive the rent for a determined number of years based on how much is invested in the refurbishment of the unit by either the gym or its funders.

The space is currently in a state of disrepair as such we have engaged the services of an architect who is currently drawing up plans with a view to obtaining quotes on the work needed to bring the space up to specification and in line with the wants and needs of all our service users, we are also in the progress of evaluating and costing our asset needs.

We anticipate the opportunity to increase our current capacity four fold with the obvious benefit of engaging more community service users overall and widening what we offer to the community.

We hope funding will be available to completely replace and increase the number of assets such as boxing equipment, boxing rings and exercise equipment, zones within the unit can be assigned to projects and sessions enabling more users to access the facilities without any “competition” for space or equipment.

Whilst we offer accreditation through England Boxing for both coaches and young people we would like to provide young people with a “learning zone” where we can offer full accreditation within the sport of boxing but also other educational provision such as The Young Peoples Arts Award and bespoke sessions delivered by external professionals in areas such as healthy eating, crime prevention, citizenship and peri teacher led curriculum support, the space can also be used by boxers wishing to take coaching qualifications and accreditation.

The new space will give us the opportunity to put on local and regional shows which will bring in valuable income for the charity.

The increase in demand and ability to service that demand will need and provide an opportunity to increase the number of volunteers and coaches which would act as a pathway to employment, education and training for many especially young people given the educational platform via the “learning zone” we plan on having.

In hindsight we have realized the current way the gym and charity is run that is relying on volunteers and the unpaid work of Michael and David, this approach has served its purpose and is not sustainable long term and as such this needs to be addressed even though it is counter intuitive for both of them, if the planned growth and move is to mean a sustainable future the vision has to include provision for wages by way of session fees funded or otherwise for coaching and community work.

There is an opportunity now for us to build on the success of the gym from a charity, community aspect and professionally within the sport of boxing and beyond, we have a vision of providing an holistic approach to the sport of boxing and what it offers from healthier lifestyles and mental health to accreditation, education and a pathway to become a competitive boxer, raising the profile of boxing and sport in general within our local and wider community, with this in mind we have identified three current objectives but not restricted to to equip us for the challenges and opportunities ahead and which we would also welcome help to achieve, these are;

- Strategic Planning.
- Funding.
- Marketing and PR.

Jennings Boxing Gym has achieved so much with limited funds but what it has achieved has been through the time, dedication and dogged determination of Michael and David and everyone who provides them with their time and support.

The gym has developed a reputation and a proven track record of delivering a wide range of community led projects as well as huge success within its professional boxers and title wins which only inspire the young people and adults to get involved and take part and with our vision to increase capacity and the gyms assets we are determined to build on that success.

Neil for Dave, Michael and Jennings Gym



## Receipts and payments accounts

For the period from	4/30/2023	To	4/30/2024
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### Section A Receipts and payments

	Unrestricted funds to the nearest £	Restricted funds to the nearest £	Endowment funds to the nearest £	Total funds to the nearest £
<b>A1 Receipts</b>				
Subscriptions	21,711	-	-	21,711
Grants LCC	650	-	-	650
Sponsorships	2,500	-	-	2,500
Tournament Income	710	-	-	710
	-	-	-	-
	-	-	-	-
	-	-	-	-
<b>Sub total(Gross income for AR)</b>	<b>25,571</b>	<b>-</b>	<b>-</b>	<b>25,571</b>
<b>A2 Asset and investment sales, (see table).</b>				
	-	-	-	-
	-	-	-	-
<b>Sub total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total receipts</b>	<b>25,571</b>	<b>-</b>	<b>-</b>	<b>25,571</b>
<b>A3 Payments</b>				
Rent	14,016	-	-	14,016
Electricity	3,548	-	-	3,548
Telephony	410	-	-	410
Internet/Netflix	184	-	-	184
Insurance	330	-	-	330
Heater Fuel	445	-	-	445
Affiliation Fees	220	-	-	220
Staff Fees and Expenses	1,404	-	-	1,404
Repairs (Heater)	1,308	-	-	1,308
Misc and Other	129	-	-	129
<b>Sub total</b>	<b>21,994</b>	<b>-</b>	<b>-</b>	<b>21,994</b>
<b>A4 Asset and investment purchases, (see table)</b>				
	-	-	-	-
	-	-	-	-
<b>Sub total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total payments</b>	<b>21,994</b>	<b>-</b>	<b>-</b>	<b>21,994</b>
<b>Net of receipts/(payments)</b>	<b>3,577</b>	<b>-</b>	<b>-</b>	<b>3,577</b>
A5 Transfers between funds	-	-	-	-
A6 Cash funds last year end	-	-	-	-
<b>Cash funds this year end</b>	<b>3,577</b>	<b>-</b>	<b>-</b>	<b>3,577</b>

# Section B Statement of assets and liabilities at the end of the period

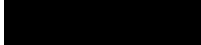
Categories	Details	Unrestricted funds to nearest £	Restricted funds to nearest £
<b>B1 Cash funds</b>	Total cash funds	3,577	-
		-	-
		-	-
	<b>Total cash funds</b>	<b>3,577</b>	<b>-</b>
	(agree balances with receipts and payments account(s))	OK	OK
<b>B2 Other monetary assets</b>	<b>Details</b>	<b>to nearest £</b>	<b>to nearest £</b>
	None	-	-
		-	-
		-	-
		-	-
		-	-
		-	-
<b>B3 Investment assets</b>	<b>Details</b>	<b>Fund to which asset belongs</b>	<b>Cost (optional)</b>
	None		-
			-
			-
			-
			-
<b>B4 Assets retained for the charity's own use</b>	<b>Details</b>	<b>Fund to which asset belongs</b>	<b>Cost (optional)</b>
	None		-
			-
			-
			-
			-
			-
			-
			-
<b>B5 Liabilities</b>	<b>Details</b>	<b>Fund to which liability relates</b>	<b>Amount due (optional)</b>
	None		-
			-
			-
			-
			-

Signed by one or two trustees on behalf of all the trustees

Signature

Print Name


**CC16a**



**Last year**

**to the nearest £**

N/A
N/A
N/A
N/A
N/A
N/A
N/A
N/A
N/A
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**Endowment funds**  
to nearest £

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OK

**Endowment funds**  
to nearest £

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**Current value**  
(optional)

-
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-
-

**Current value**  
(optional)

-
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-

**When due**  
(optional)


Date of  
approval




## Receipts and payments accounts

For the period from	4/30/2023	To	4/30/2024
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### Section A Receipts and payments

	Unrestricted funds to the nearest £	Restricted funds to the nearest £	Endowment funds to the nearest £	Total funds to the nearest £
<b>A1 Receipts</b>				
Subscriptions	21,711	-	-	21,711
Grants LCC	650	-	-	650
Sponsorships	2,500	-	-	2,500
Tournament Income	710	-	-	710
	-	-	-	-
	-	-	-	-
	-	-	-	-
<b>Sub total(Gross income for AR)</b>	<b>25,571</b>	<b>-</b>	<b>-</b>	<b>25,571</b>
<b>A2 Asset and investment sales, (see table).</b>				
	-	-	-	-
	-	-	-	-
<b>Sub total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total receipts</b>	<b>25,571</b>	<b>-</b>	<b>-</b>	<b>25,571</b>
<b>A3 Payments</b>				
Rent	14,016	-	-	14,016
Electricity	3,548	-	-	3,548
Telephony	410	-	-	410
Internet/Netflix	184	-	-	184
Insurance	330	-	-	330
Heater Fuel	445	-	-	445
Affiliation Fees	220	-	-	220
Staff Fees and Expenses	1,404	-	-	1,404
Repairs (Heater)	1,308	-	-	1,308
Misc and Other	129	-	-	129
<b>Sub total</b>	<b>21,994</b>	<b>-</b>	<b>-</b>	<b>21,994</b>
<b>A4 Asset and investment purchases, (see table)</b>				
	-	-	-	-
	-	-	-	-
<b>Sub total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total payments</b>	<b>21,994</b>	<b>-</b>	<b>-</b>	<b>21,994</b>
<b>Net of receipts/(payments)</b>	<b>3,577</b>	<b>-</b>	<b>-</b>	<b>3,577</b>
A5 Transfers between funds	-	-	-	-
A6 Cash funds last year end	-	-	-	-
<b>Cash funds this year end</b>	<b>3,577</b>	<b>-</b>	<b>-</b>	<b>3,577</b>

# Section B Statement of assets and liabilities at the end of the period

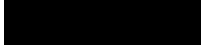
Categories	Details	Unrestricted funds to nearest £	Restricted funds to nearest £
<b>B1 Cash funds</b>	Total cash funds	3,577	-
		-	-
		-	-
	<b>Total cash funds</b>	<b>3,577</b>	<b>-</b>
	(agree balances with receipts and payments account(s))	OK	OK
<b>B2 Other monetary assets</b>	<b>Details</b>	to nearest £	to nearest £
	None	-	-
		-	-
		-	-
		-	-
		-	-
		-	-
<b>B3 Investment assets</b>	<b>Details</b>	Fund to which asset belongs	Cost (optional)
	None		-
			-
			-
			-
			-
<b>B4 Assets retained for the charity's own use</b>	<b>Details</b>	Fund to which asset belongs	Cost (optional)
	None		-
			-
			-
			-
			-
			-
			-
			-
			-
<b>B5 Liabilities</b>	<b>Details</b>	Fund to which liability relates	Amount due (optional)
	None		-
			-
			-
			-
			-

Signed by one or two trustees on behalf of all the trustees

Signature

Print Name


**CC16a**



**Last year**

**to the nearest £**

N/A
N/A
N/A
N/A
N/A
N/A
N/A
N/A
N/A
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**Endowment funds**  
to nearest £

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OK

**Endowment funds**  
to nearest £

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**Current value (optional)**

-
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-
-
-

**Current value (optional)**

-
-
-
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-
-
-
-
-

**When due (optional)**


Date of  
approval


**JENNINGS COMMUNITY BOXING ACADEMY**

England & Wales - Charity number 1199507

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# Accounts

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**Jennings Gym**  
**Committee members' annual report**  
**for the year ended 30/04/2024**

**Main address**

Units 25-27 Coppull Enterprise Zone Mill Lane PR7 5AW.

**Committee members**

Neil Aspinall

David Jennings

Michael Jennings

**Bankers**

Natwest Market Street Account 21624747

**Governance and management**

The group is managed by volunteers and the committee with compliance with Governance and its Constitution.

**Aims and objectives**

To improve the lives of members and the community we serve through the sport of boxing with educational opportunities working with local Council and other organisations including local schools and community groups.

**Summary of the main achievements during the period**

The gym has developed its community ties with local schools offering diversionary and referral activities for referred young people. Funding has helped deliver these services and activities in particular from Inspire Youth Zone and others although the vast majority of activities are offered for free as volunteers.

We have worked with veterans and young people with special educational needs.

Signed on behalf of the committee:

Signed \_\_\_\_Neil Aspinall\_\_\_\_\_ Date 04/07/2024  
Name, Chair



## Receipts and payments accounts

For the period from	4/30/2023	To	4/30/2024
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### Section A Receipts and payments

	Unrestricted funds to the nearest £	Restricted funds to the nearest £	Endowment funds to the nearest £	Total funds to the nearest £
<b>A1 Receipts</b>				
Subscriptions	21,711	-	-	21,711
Grants LCC	650	-	-	650
Sponsorships	2,500	-	-	2,500
Tournament Income	710	-	-	710
	-	-	-	-
	-	-	-	-
	-	-	-	-
<b>Sub total (Gross income for AR)</b>	<b>25,571</b>	<b>-</b>	<b>-</b>	<b>25,571</b>
<b>A2 Asset and investment sales, (see table).</b>				
	-	-	-	-
	-	-	-	-
<b>Sub total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total receipts</b>	<b>25,571</b>	<b>-</b>	<b>-</b>	<b>25,571</b>
<b>A3 Payments</b>				
Rent	14,016	-	-	14,016
Electricity	3,548	-	-	3,548
Telephony	410	-	-	410
Internet/Netflix	184	-	-	184
Insurance	330	-	-	330
Heater Fuel	445	-	-	445
Affiliation Fees	220	-	-	220
Staff Fees and Expenses	1,404	-	-	1,404
Repairs (Heater)	1,308	-	-	1,308
Misc and Other	129	-	-	129
	-	-	-	-
<b>Sub total</b>	<b>21,994</b>	<b>-</b>	<b>-</b>	<b>21,994</b>
<b>A4 Asset and investment purchases, (see table)</b>				
	-	-	-	-
	-	-	-	-
<b>Sub total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total payments</b>	<b>21,994</b>	<b>-</b>	<b>-</b>	<b>21,994</b>
<b>Net of receipts/(payments)</b>	<b>3,577</b>	<b>-</b>	<b>-</b>	<b>3,577</b>
<b>A5 Transfers between funds</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>A6 Cash funds last year end</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Cash funds this year end</b>	<b>3,577</b>	<b>-</b>	<b>-</b>	<b>3,577</b>

# Section B Statement of assets and liabilities at the end of the period

Categories	Details	Unrestricted funds to nearest £	Restricted funds to nearest £
<b>B1 Cash funds</b>	Total cash funds	3,577	-
		-	-
		-	-
	<b>Total cash funds</b>	<b>3,577</b>	<b>-</b>
	(agree balances with receipts and payments account(s))	OK	OK

	Details	Unrestricted funds to nearest £	Restricted funds to nearest £
<b>B2 Other monetary assets</b>	None	-	-
		-	-
		-	-
		-	-
		-	-
		-	-

	Details	Fund to which asset belongs	Cost (optional)
<b>B3 Investment assets</b>	None		-
			-
			-
			-
			-

	Details	Fund to which asset belongs	Cost (optional)
<b>B4 Assets retained for the charity's own use</b>	None		-
			-
			-
			-
			-
			-
			-
			-
			-

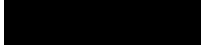
	Details	Fund to which liability relates	Amount due (optional)
<b>B5 Liabilities</b>	None		-
			-
			-
			-
			-

Signed by one or two trustees on behalf of all the trustees

Signature

Print Name


**CC16a**



**Last year**

**to the nearest £**

N/A
N/A
N/A
N/A
N/A
N/A
N/A
N/A
N/A
-

-
-

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**Endowment funds**  
to nearest £

-
-
-
-

OK

**Endowment funds**  
to nearest £

-
-
-
-
-
-

**Current value (optional)**

-
-
-
-
-

**Current value (optional)**

-
-
-
-
-
-
-
-
-

**When due (optional)**


Date of  
approval


# **Constitution of a Charitable Incorporated Organisation whose only voting members are its charity trustees (‘Foundation’ model constitution)**

Date of constitution (last amended):

.....28/06/2022.....

## **1. Name**

The name of the Charitable Incorporated Organisation (“the CIO”) is  
**Jennings Community Boxing Academy. (JCBA).**

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

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

**Unit 25-27 Coppull Enterprise Centre Mill Lane Coppull PR7 5AW**

## **3. Object[s]**

The object of the CIO is:

**The promotion of community participation in healthy recreation for the benefit of people living in the North West of England in particular by the provision of facilities for participation in amateur boxing.**

**To advance in life and relieve the needs of young people through:**

*The provision of recreational and leisure time activities provided in the interest of social welfare, designed to improve their conditions of life.*

*Providing support and activities which develop their skills, capacities and capabilities to enable them to participate in society as mature and responsible individuals.*

Nothing in this constitution shall authorise an application of the property of the CIO for the purposes which are not charitable in accordance with [section 7 of the Charities and Trustee Investment (Scotland) Act 2005] and [section 2 of the Charities Act (Northern Ireland) 2008]

## **4. Powers**

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 has power to:

(1) borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed.

The CIO must comply as appropriate with sections 124 and 125 of the Charities Act 2011, if it wishes to mortgage land;

(2) buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;

(3) sell, lease or otherwise dispose of all or any part of the property belonging to the CIO. In exercising this power, the CIO must comply as appropriate with sections 117 and 119-123 of the Charities Act 2011;

(4) employ and remunerate such staff as are necessary for carrying out the work of the CIO. The CIO may employ or remunerate a charity trustee only to the extent that it is permitted to do so by clause 6 (Benefits and payments to charity trustees and connected persons) and provided it complies with the conditions of that clause;

(5) deposit or invest funds, employ a professional fund-manager, and arrange for the investments or other property of the CIO to be held in the name of a nominee, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000.

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

(1) The income and property of the CIO must be applied solely towards the promotion of the objects.

(a) A charity trustee is entitled to be reimbursed from the property of the CIO or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the CIO.

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

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

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

## **6. Benefits and payments to charity trustees and connected persons**

### **(1) General provisions**

No charity trustee or connected person may:

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

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

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

(d) receive any other financial benefit from the CIO;

unless the payment or benefit is permitted by sub-clause (2) of this clause or authorised by the court or the 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 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 of goods that are supplied in connection with the provision of services, to the CIO where that is permitted in accordance with, and subject to the conditions in, sections 185 to 188 of the Charities Act 2011.

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

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

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

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

### **(3) Payment for supply of goods only – controls**

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

(a) The amount or maximum amount of the payment for the goods is set out in a written agreement between the CIO and the charity trustee or connected person supplying the goods (“the supplier”).

(b) The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.

(c) The other charity trustees are satisfied that it is in the best interests of the CIO to contract with the supplier rather than with someone who is not a charity trustee or connected person. In reaching that decision the charity trustees must balance the advantage of contracting with a charity trustee or connected person against the disadvantages of doing so.

(d) The supplier is absent from the part of any meeting at which there is 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.

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

(a) “the CIO” includes any company in which the CIO:

(i) holds more than 50% of the shares; or

(ii) controls more than 50% of the voting rights attached to the shares; or

(iii) has the right to appoint one or more directors to the board of the company;

(b) “connected person” includes any person within the definition set out in clause [30] (Interpretation);

## **7. Conflicts of interest and conflicts of loyalty**

A charity trustee must:

(1) declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the CIO or in any transaction or arrangement entered into by the CIO which has not previously been declared; and

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

(3) 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.

## **9. Charity trustees**

### **(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:

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

(b) to exercise, in the performance of those functions, such

care and skill as is reasonable in the circumstances having regard in particular to:

- (i) any special knowledge or experience that he or she has or holds himself or herself out as having; and,
- (ii) if he or she acts as a charity trustee of the CIO in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.

## **(2) Eligibility for trusteeship**

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

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

- if he or she is under the age of 16 years; or
- if he or she would automatically cease to hold office under the provisions of clause [12(1)(e)].

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

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

## **(3) Number of charity trustees**

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

(b) The maximum number of charity trustees is twelve. The charity trustees may not appoint any charity trustee if as a result the number of charity trustees would exceed the maximum.

## **(4) First charity trustees**

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

David Jennings, Michael Jennings, Neil Aspinall..... [for [4] years]

Tracy Jennings..... [for [3] years]

## **10. Appointment of charity trustees**

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

(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. Information for new charity trustees**

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

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

## **12. Retirement and removal of charity trustees**

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

- (a) retires by notifying the CIO in writing (but only if enough charity trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings);
- (b) is absent without the permission of the charity trustees from all their meetings held within a period of six months and the trustees resolve that his or her office be vacated;
- (c) dies;
- (d) in the written opinion, given to the company, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- (e) is disqualified from acting as a charity trustee by virtue of sections 178-180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).

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

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

## **13. Taking of decisions by charity trustees**

Any decision may be taken either:

- at a meeting of the charity trustees; or
- by resolution in writing [or electronic form] agreed by 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 to which the majority of all of the charity trustees has signified their agreement. Such a resolution shall be effective provided that:
  - 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
  - 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 who have previously resolved, and delivered to the CIO at its principal office or such other place as the trustees may resolve [within 28 days of the circulation date].

- the majority of all of the charity trustees has 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 other manner as the charity trustees have previously resolved, and delivered to the CIO at its principal office or such other place as the trustees may resolve [within 28 days of the circulation date].

#### **14. Delegation by charity trustees**

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

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

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

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

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

. the majority of all of the charity trustees has 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 other manner as the charity

## **15. Meetings of charity trustees**

### **(1) Calling meetings**

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

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

### **(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.

### **(3) Procedure at meetings**

(a) No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken. The quorum is 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.

(b) Questions arising at a meeting shall be decided by a majority of those eligible to vote.

[(c) In the case of an equality of votes, the person who chairs the meeting shall have a second or casting vote.]

### **(4) Participation in meetings by electronic means**

(a) A meeting may be held by suitable electronic means agreed by the charity trustees in which each participant may communicate with all the other participants.

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

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

## **16. Membership of the CIO**

(1) The members of the CIO shall be its charity trustees for the time being. The only persons eligible to be members of the CIO are its charity trustees. Membership of the CIO cannot be transferred to anyone else.

(2) Any member and charity trustee who ceases to be a charity trustee automatically ceases to be a member of the CIO.

## **[17. Informal or associate (non-voting) membership**

(1) The charity trustees may create associate or other classes of non-voting membership, and may determine the rights and obligations of any such members (including payment of membership fees), and the conditions for admission to, and termination of membership of any such class of members.

(2) Other references in this constitution to “members” and “membership” do not apply to non-voting members, and non-voting members do not qualify as members for any purpose under the Charities Acts, General Regulations or Dissolution Regulations.]

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

(1) Any decision to:

- (a) amend the constitution of the CIO;
- (b) amalgamate the CIO with, or transfer its undertaking to, one or more other CIOs, in accordance with the Charities Act 2011;
- (c) wind up or dissolve the CIO (including transferring its business to any other charity)

must be made by a resolution of the members of the CIO (rather than a resolution of the charity trustees).

(2) Decisions of the members may be made either:

- (a) by resolution at a general meeting; or
- (b) by resolution in writing, in accordance with sub-clause (4) of this clause.

(3) Any decision specified in sub-clause (1) of this clause must be made in accordance with the provisions of clause [28] (amendment of constitution), clause [29] (Voluntary winding up or dissolution), or the provisions of the Charities Act 2011, the General Regulations or the Dissolution Regulations as applicable. Those provisions require the resolution to be agreed by a 75% majority of those members voting at a general meeting, or agreed by all members in writing.

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

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

(b) the required majority of members has signified its agreement to the resolution in a document or documents which are received at the principal office within the period of 28 days beginning with the circulation date.

The document signifying a member’s agreement must be authenticated by their signature, by a statement of their identity accompanying the document, or in such other manner as the CIO has specified.

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

## **19. General meetings of members**

### **(1) Calling of general meetings of members**

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

### **(2) Notice of general meetings of members**

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

(b) 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.

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

### **(3) Procedure at general meetings of members**

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

## **20. Saving provisions**

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

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

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

(2) Sub-clause (1) of this clause does not permit a charity trustee

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

## **21. Execution of documents**

- (1) The CIO shall execute documents either by signature or by affixing its seal (if it has one)
- (2) A document is validly executed by signature if it is signed by at least two of the charity trustees.
- (3) If the CIO has a seal:
  - (a) it must comply with the provisions of the General Regulations; and
  - (b) the seal must only be used by the authority of the charity trustees or of a committee of charity trustees duly authorised by the charity trustees. The charity trustees may determine who shall sign any document to which the seal is affixed and unless otherwise so determined it shall be signed by two charity trustees.

## **22. Use of electronic communications**

### **[(1) General]**

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

- (a) the requirement to provide within 21 days to any member on request a hard copy of any document or information sent to the member otherwise than in hard copy form;
- (b) any requirements to provide information to the Commission in a particular form or manner.

## **23. Keeping of Registers**

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

## **24. Minutes**

The charity trustees must keep minutes of all:

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

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

(1) The charity trustees must comply with the requirements of the Charities Act 2011 with regard to the keeping of accounting records, to the preparation and scrutiny of statements of account, and to the preparation 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.

(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:

(1) This constitution can only be amended:

(a) by resolution agreed in writing by all members of the CIO; or

(b) by a resolution passed by a 75% majority of those voting at a general meeting of the members of the CIO called in accordance with clause 19 (General meetings of members).

(2) Any alteration of clause 3 (Objects), clause [29] (Voluntary winding up or dissolution), this clause, or of any provision where the alteration would provide authorisation for any benefit to be

obtained by charity trustees or members of the CIO or persons connected with them, requires the prior written consent of the Charity Commission.

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

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

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

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

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

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

(ii) by a resolution passed by decision taken without a vote and without any expression of dissent in response to the question put to the general meeting; or

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

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

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

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

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

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

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

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

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

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

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

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

### **30. Interpretation**

In this constitution:

**“connected person”** means:

(a) a child, parent, grandchild, grandparent, brother or sister of the charity trustee;

(b) the spouse or civil partner of the charity trustee or of any person falling within sub-clause (a) above;

(c) a person carrying on business in partnership with the charity trustee or with any person falling within subclause

(a) or (b) above;

(d) an institution which is controlled –

(i) by the charity trustee or any connected person falling within sub-clause (a), (b), or (c) above; or

(ii) by two or more persons falling within sub-clause

(d)(i), when taken together

(e) a body corporate in which –

(i) the charity trustee or any connected person falling within sub-clauses (a) to (c) has a substantial interest; or

(ii) two or more persons falling within sub-clause

(e)(i) who, when taken together, have a substantial interest.

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

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

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

The **“Communications Provisions”** means the Communications Provisions in [Part 9, Chapter 4] of the General Regulations.

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

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

## **Appendix**

The following provisions do not form part of the 'Foundation' model constitution but are available as options under clauses 19 (General meetings of members) and 22 (Use of electronic communications). For CIOs intending to include these powers in their constitutions, we recommend that you use the following wording. Notes on these clauses are included with the explanatory notes accompanying the clauses in the model.

### **General meetings of members**

#### **(4) Proxy voting**

(a) Any member of the CIO may appoint another person as a proxy to exercise all or any of that member's rights to attend, speak and vote at a general meeting of the CIO.

Proxies must be appointed by a notice in writing (a "proxy notice") which:

- (i) states the name and address of the member appointing the proxy;
- (ii) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
- (iii) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the CIO may determine; and
- (iv) is delivered to the CIO in accordance with the constitution and any instructions contained in the notice of the general meeting to which they relate.

(b) The CIO may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

(c) Proxy notices may (but do not have to) specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

(d) Unless a proxy notice indicates otherwise, it must be treated as:

- (i) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
- (ii) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

### **Notes**

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(e) A member who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the CIO by or on behalf of that member.

(f) An appointment under a proxy notice may be revoked by delivering to the CIO a notice in writing given by or on behalf of the member by whom or on whose behalf the proxy notice was given.

(g) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

(h) If a proxy notice is not signed or authenticated by the member appointing the proxy, it must be accompanied by written evidence that the person who signed or authenticated it on that member's behalf had authority to do so.

#### **(5) Postal Voting**

(a) The CIO may, if the charity trustees so decide, allow the members to vote by post or electronic mail ("email") to elect charity trustees or to make a decision on any matter that is being decided at a general meeting of the members.

(b) The charity trustees must appoint at least two persons independent of the CIO to serve as scrutineers to supervise the conduct of the postal/email ballot and the counting of votes.

(c) If postal and/or email voting is to be allowed on a matter, the CIO must send to members of the CIO not less than [21] days before the deadline for receipt of votes cast in this way:

(i) a notice by email, if the member has agreed to receive notices in this way under clause [22] (Use of electronic communications), including an explanation of the purpose of the vote and the voting procedure to be followed by the member, and a voting form capable of being returned by email or post to the CIO, containing details of the resolution being put to a vote, or of the candidates for election, as applicable;

(ii) a notice by post to all other members, including a written explanation of the purpose of the postal vote and the voting procedure to be followed by the member; and a postal voting form containing details of the resolution being put to a vote, or of the candidates for election, as applicable.

(d) The voting procedure must require all forms returned by post to be in an envelope with the member's name and signature, and nothing else, on the outside, inside another envelope addressed to 'The Scrutineers for [name of CIO]', at the CIO's principal office or such other postal address as is specified in the voting procedure.

(e) The voting procedure for votes cast by email must require the member's name to be at the top of the email, and the email must be authenticated in the manner specified in the voting procedure.

(f) Email votes must be returned to an email address used only for this purpose and must be accessed only

by a scrutineer.

(g) The voting procedure must specify the closing date and time for receipt of votes, and must state that any votes received after the closing date or not complying with the voting procedure will be invalid and not be counted.

(h) The scrutineers must make a list of names of members casting valid votes, and a separate list of members casting votes which were invalid. These lists must be provided to a charity trustee or other person overseeing admission to, and voting at, the general meeting. A member who has cast a valid postal or email vote must not vote at the meeting, and must not be counted in the quorum for any part of the meeting on which he, she or it has already cast a valid vote. A member who has cast an invalid vote by post or email is allowed to vote at the meeting and counts towards the quorum.

(i) For postal votes, the scrutineers must retain the internal envelopes (with the member's name and signature). For email votes, the scrutineers must cut off and retain any part of the email that includes the member's name. In each case, a scrutineer must record on this evidence of the member's name that the vote has been counted, or if the vote has been declared invalid, the reason for such declaration.

(j) Votes cast by post or email must be counted by all the scrutineers before the meeting at which the vote is to be taken. The scrutineers must provide to the person chairing the meeting written confirmation of the number of valid votes received by post and email and the number of votes received which were invalid.

(k) The scrutineers must not disclose the result of the postal/email ballot until after votes taken by hand or by poll at the meeting, or by poll after the meeting, have been counted. Only at this point shall the scrutineers declare the result of the valid votes received, and these votes shall be included in the declaration of the result of the vote.

(l) Following the final declaration of the result of the vote, the scrutineers must provide to a charity trustee or other authorised person bundles containing the evidence of members submitting valid postal votes; evidence of members submitting valid email votes; evidence of invalid votes; the valid votes; and the invalid votes.

(m) Any dispute about the conduct of a postal or email ballot must be referred initially to a panel set up by the charity trustees, to consist of two trustees and two persons independent of the CIO. If the dispute cannot be satisfactorily resolved by the panel, it must be referred to the Electoral Reform Services.

## **Use of electronic communications**

### **(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.

### **(3) By the CIO**

(a) 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.

(b) The charity 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 19(2) (Notice of general meetings);

(ii) give charity trustees notice of their meetings in accordance with clause 15(1) (Calling meetings); [and

(iii) submit any proposal to the members or charity trustees for decision by written resolution or postal vote in accordance with the CIO's powers under clause 18 (Members' decisions), 18(4) (Decisions taken by resolution in writing), or [[the provisions for postal voting] (if you have included this optional provision, please insert the correct clause number here)].

(c) The charity trustees must –

(i) take reasonable steps to ensure that members and charity trustees are promptly notified of the publication of any such notice or proposal; and

(ii) 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.