

**Aim Higher Constitution**

**Registered Charity Number 1169327**

**Constitution** of a Charitable Incorporated Organisation with voting members other than its charity trustees
(‘Association’ Model Constitution)
Date of constitution (last amended): 4th August 2016

**1. Name**
The name of the Charitable Incorporated Organisation (“the CIO”) is  **Aim Higher**

**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].

**Suite 1
The Riverside Building
Livingstone Road
Hessle,
HU13 0DZ**

**3. Object[s]**
The object[s] of the CIO [is][are]
Promoting social inclusion among children and young adults up to the age of 25 with autistic spectrum disorders (ASC) and/or mental health conditions who are socially excluded from society or parts of society, as a result of their disabilities by;

1. empowering families facing ASC and/or mental health and educational barriers;
2. providing education and informative support to enable maximum educational opportunities;
3. raising public awareness of the issues individuals and families of children and young adults up to the age of 25 with ASC and/or mental health conditions in relations to their educational and social exclusion;
4. administrating workshops, forums, advocacy and general support for children and young people and their families affected by ASC and/or mental health conditions;
5. administrating recreational facilities and opportunities for children and young people and their families affected by ASC and/or mental health conditions.

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’s powers include 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
(4) employ and remunerate such staff as are necessary for carrying out the work of the CIO. The CIO may employ or remunerate a charity trustee only to the extent that it is permitted to do so by clause 6 (Benefits and payments to charity trustees and connected persons) and provided it complies with the conditions of those clauses;
(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. This does not prevent a member who is not also a charity trustee receiving:
(a) a benefit from the CIO as a beneficiary of the CIO;
(b) reasonable and proper remuneration for any goods or services supplied to the CIO.
(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, section 185 to 188 of the Charities Act 2011.
(c) Subject to sub-clause (3) of this clause a charity trustee or connected person may provide the CIO with goods that are not supplied in connection with services provided to the CIO by the charity trustee or connected person.
(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”)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”).
the model clause permits a minority of the charity trustees or connected persons to receive payments and other benefits in certain instances (such as for goods and services they supply to the CIO), subject to the stated controls. The option also allows other types of trustee benefit, subject to the Commission’s prior consent.
You may restrict the benefits that the charity trustees will be allowed receive(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
Clause 7 – Conflicts of interest and conflicts of loyalty – The General Regulations provide that a charity trustee of a CIO must not take part in any decision from which they would directly or indirectly benefit personally, unless they cannot reasonably be regarded as having a conflict of interest. This clause reminds the trustees of this requirement and also reflects wider good practice on managing conflicts of interest and conflicts of loyalty. We recommend that you include it. by altering these clauses, but if you later need to undo any of the restrictions it will require the Commission’s consent to do so. Trustees do not have to use these powers just because they have them – we suggest you may find it simpler to keep to the model wording.
None of these options allows the trustees to receive payment for acting as a trustee.
(2)(a) If all of the trustees will benefit from the activities of the CIO (for example, by using facilities available to all inhabitants of the area, such as a community centre), you may wish to substitute the following wording: “A charity 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.’
2(d) The CIO should document the amount of, and the terms of, the trustee’s or connected person’s loan.(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);

**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) Admission of new members
(a) Eligibility
Membership of the CIO is open to anyone who is interested in furthering its purposes, and who, by applying for membership, has indicated his, her or its agreement to become a member and acceptance of the duty of members set out in sub-clause (3) of this clause.
A member may be an individual, a corporate body, or [an individual or corporate body representing] an organisation which is not incorporated.
Notes: Clause 8 – Liability of members -
The constitution states members of the CIO  have no liability to contribute to the assets of the CIO  if it is wound up.
Clause 9 – Membership of the CIO – A CIO must have one or more members.