

## **PINNT's constitution**

1. The name of the charitable incorporated organisation ("the CIO") is PINNT.
2. The CIO's principal office will be in England.
3. The association is established to relieve people or carers who are living with an illness which requires treatment by intravenous, enteral or artificial nutrition therapy.

The **Objects** of the CIO are:

- **To relieve people who are living with an illness which requires treatment by intravenous or enteral artificial nutrition therapy, and to relieve their carers by *providing or assisting in the provision of support, understanding and information.***

### 4. **Powers:**

The CIO will have power to do anything which is calculated to further its objectives or is conducive or incidental to doing so. In particular, the CIO's powers include the power to:

- i) Borrow money and charge the whole or any part of its property as security for the repayment of money borrowed. The CIO must comply as appropriate with sections 124 and 125 of the Charities Act 2011 if it wishes to mortgage land.
- ii) Borrow, take on lease or in exchange, hire or otherwise acquire any property and maintain and equip it for use.
- iii) Sale, 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.
- iv) When employing and remunerating such staff as necessary for carrying out the work of the CIO, the CIO may employ or remunerate a charity trustee only to the extent that it has been permitted to do so by clause 6 (benefits and payments to the charity trustees and connected persons) and provided it complies with the conditions of those clauses.
- v) 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 conditions that the trustees of a trust are permitted to do so by the Trustee Act 2000.

### 5. **Application of income and money:**

- i) 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 the 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.
- ii) 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 a charity trustee receiving:
  - a) a benefit from the CIO as a beneficiary of the CIO; or
  - b) reasonable and proper remuneration for any goods or services supplied to the CIO.

- iii) 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:**

- i) General provisions:

No charity or trustee or connected person may:

- a) Buy or receive any goods or services from the CIO on terms preferential to those applicable to the members of the public;
- b) Sell good, services, or interest in lane to the CIO;
- c) Be employed or receive any remuneration from the CIO;
- d) Receive any other financial benefit from the CIO

unless the payment of benefits by sub-clause (ii) of this clause or authorised by the Court of the Charity Commission (“the Commission”). In this clause, a “financial benefit” means a benefit, direct or indirect, which is either money or has monetary value.

- ii) Scope and powers permitting trustees or connected persons benefit:

- a) A charity trustee or connected person may receive a benefit from a 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 goods that are supplied in connection with the provision of services, to the CIO where that is permitted in accordance with and subject to conditions in sections 185-188 of the Charities Act 2011.
- c) Subject to sub-clause (iii) 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 not be 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 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 fund-raising activities of the CIO on the same terms as members of the public.

- iii) Payment for supply of goods only – controls:

The CIO and its charity trustees may only rely upon the authority provided by the sub-clause (ii)(c) of this clause if each of the following conditions are 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 the person supplying the goods (“the supplier”).
- b) The amount or the 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 a part of any meeting at which there is a discussion of the proposal to enter into a contract or arrangement with him or her 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 the charity trustees is present at the meeting.

- f) The reason for this decision is recorded by the charity trustees in the Minutes.
  - g) A majority of the charity trustees that are then in office are not in receipt of remuneration payments authorised by clause 6.
- iv) In sub-clauses (ii) and (iii) 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 these shares; or
    - iii) has the right to appoint one or more directors to the Board.
  - b) The “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:

- i) 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
- ii) absent himself or herself from any discussion of the charity trustees in which it is possible 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)
- iii) a charity trustee absenting himself or herself from any discussion in accordance with this clause must not vote or be counted as part of a quorum in any decision of the charity trustee on this 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:**

- i) Admissions of new members:
  - a) Eligibility: membership of the CIO is open to anyone who is interested in furthering its purpose 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 (iii) 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.
  - b) Admission procedure: the charity trustees:
    1. May require applications for membership to be made in any reasonable way that they decide;
    2. Shall if they approve an application for membership notify the applicant of their decision within 21 days;
    3. May refuse an application for membership if they believe it’s not in the best interests of the CIO for them to do so;
    4. Shall, they decide to refuse an application for membership, give the applicant reasons for doing so within 21 days of the decision being taken, and give the applicant the opportunity to appeal against the refusal;
    5. Shall give fair consideration to any such appeal, and shall inform the applicant of their decision and any decision to confirm refusal of application for membership shall be final.

ii) Transfer of membership:

Membership of the CIO cannot be transferred to anyone else except in the case of an individual or corporate body representing an organisation which is not incorporated, whose membership may be transferred by the unincorporated organisation to a new representative. Such transfer of membership does not take effect until the CIO has received written notification of the transfer.

iii) Duty of members:

It is the duty of each member of the CIO to exercise his or her powers as a member of the CIO in the way he or she decides in good faith will be most likely to further the purposes of the CIO.

iv) Termination of membership:

c) Membership of the CIO comes to an end if:

- the member dies or in the case of an organisation (or the representative of an organisation) that organisation ceased to exist; or
- the members sends a notice of resignation to the charity trustees; or
- any sum of money owed by the member to the CIO is not paid in full within six months of it falling due; or
- the charity trustees decide that it is in the best interests of the CIO that the member in question should be removed from membership and pass a resolution to that effect.

d) Before the charity trustees take any decision to remove someone from membership they must:

- inform the member of any reasons why it is proposed to remove him or her or it from membership;
- give the member at least 21 clear days' notice in which to make representations to the charity trustees as to why he, she or it should not be removed from membership;
- at a duly constituted meeting of the charity trustees, consider whether or not the member should be removed from membership;
- consider at that meeting any representations which the member makes as to why the member should not be removed;
- allow the member or the member's representative to make those representations in person at that meeting, if the member so chooses;

v) Membership fees:

The CIO may require members to pay reasonable membership fees to the CIO.

vi) Informal or associate membership:

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 conditions for admission to and termination of membership of any such membership class.

vii) 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 purposes under the Charities Act 2011 general regulations or dissolution regulations.