

**Constitution of**  
**The Counter Fraud Professional Awards Board**

**A Charitable Incorporated Organisation  
(Association Structure)**

**Registered Charity Number 1201280**

Date of Adoption: 07 of December 2022

Last amended: 19 August 2025

**1. Name**

The name of the Charitable Incorporated Organisation is:

**The COUNTER FRAUD PROFESSIONAL AWARDS BOARD (known  
commonly as the “CFPAB”)**

**2. National Location of Principal Office**

The principal office of the CFPAB is in England.

**3. Objects**

The objects for which the CFPAB is established are restricted, for the public benefit, to advancing the education of the public in counter-fraud and thereby promoting and ensuring high professional standards in counter-fraud practice by:

1. Establishing and maintaining professional standards in the delivery of a portfolio of approved professional training programmes in the field of counter-fraud practice, to those engaged in (or training to be engaged in) such work and in line with the core learning aims and syllabi agreed by the CFPAB

2. Overseeing the delivery of approved training programmes by CFPAB Authorised Training Providers (ATPs), considering their quality and effectiveness, in accordance with the rules and requirements stipulated by the CFPAB

3. Ensuring, where appropriate, that approved training programmes are structured so that higher education learning credits can be awarded to successful programme

participants and that in particular a recommended credit rating is communicated to the CFPAB by a relevant higher education institution

4. Formally recognising, by way of professional certification, an individual's successful completion of an approved training programme with the bestowal of the appropriate award

5. Encouraging and fostering the continued professional development (CPD) of CFPAB award holders through the giving of advice, guidance and recognition of CPD activity

6. Promoting professional training programmes for counter-fraud practitioners (or those training to be such practitioners) and working with organisations with an interest in supporting economic security and sound financial management through adopting counter-fraud practices

“Counter-fraud” and “counter-fraud practice” means the practice of protecting the economic well-being and security of the public (including critical national infrastructure, commerce, public and third sector services and individuals) from the threat of fraud and other such cognate threats.

Nothing in this constitution shall authorise an application of the property of the CFPAB 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 CFPAB has power to do anything which is calculated to further its objects or is conducive or incidental to doing so. In particular, the CFPAB 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 CFPAB 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 CFPAB. In exercising this power, the CFPAB 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 CFPAB. The CFPAB may employ or remunerate a Trustee only

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

- (5) deposit or invest funds, employ a professional fund-manager, and arrange for the investments or other property of the CFPAB 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 CFPAB must be applied solely towards the promotion of its objects.

- (a) a Trustee is entitled to be reimbursed from the property of the CFPAB or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the CFPAB
- (b) a trustee may benefit from Trustee indemnity insurance cover purchased at the CFPAB '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 CFPAB may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the CFPAB. This does not prevent a member who is not also a charity Trustee receiving:

- (a) a benefit from the CFPAB as a beneficiary of the CFPAB
- (b) reasonable and proper remuneration for any goods or services supplied to the CFPAB.

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

## **6. Benefits and payments to Trustees and connected persons**

(1) General Provisions

No Trustee or connected person may:

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

- (b) sell goods, services, or any interest in land to the CFPAB
- (c) be employed by, or receive any remuneration from, the CFPAB
- (d) receive any other financial benefit from the CFPAB

unless the payment or benefit is permitted by sub-clause (2) of this clause or authorised by the court, or the prior written consent of the Charity Commission ("the Commission") has been obtained. In this clause, a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.

(2) Scope and powers permitting Trustees' or connected persons' benefits:

- (a) a Trustee or connected person may receive a benefit from the CFPAB as a beneficiary of the CFPAB provided that a majority of the Trustees do not benefit in this way
- (b) a 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 the services, to the CFPAB where that is permitted in accordance with and subject to the conditions in sections 185 – 188 of the Charities Act 2011
- (c) subject to sub-clause (3) of this clause, a Trustee or connected person may provide the CFPAB with goods that are not supplied in connection with services provided to the CFPAB by the charity trustee or connected person
- (d) a Trustee or connected person may receive interest on money lent to the CFPAB at a reasonable and proper rate which must be no more than the Bank of England base rate (also known as the base rate)
- (e) a Trustee or connected person may receive rent for premises let by the trustee or connected person to the CFPAB. The amount of the rent and the other terms of the lease must be reasonable and proper. The trustee concerned shall withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion
- (f) a Trustee or connected person may take part in the normal trading and fundraising activities of the CFPAB on the same terms as a member of the public

(3) Payment for supply of goods only – controls

The CFPAB and its 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 of amount of the payment for the goods is set out in a written agreement between the CFPAB and the 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 Trustees are satisfied that it is in the best interests of the CFPAB to contract with the supplier rather than with someone who is not a Trustee or connected person. In reaching that decision the Trustees must balance the advantages of contracting with a 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 with regard to supply of goods to the CFPAB
- (e) the supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees is present at the meeting
- (f) the reason for their decision is recorded by the Trustees in the minute book or other relevant record within the books and records of the CFPAB
- (g) a majority of the 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 CFPAB” includes any company in which the CFPAB:
  - (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 Trustee must:

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

(b) absent himself or herself from any discussions of the 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 CFPAB and any personal interest (including but not limited to any financial interest)

Any 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 Trustees on the matter.

## **8. Liability of members to contribute to assets of CFPAB if it is wound up**

If the CFPAB is wound up, the members of the CFPAB have no liability to contribute to its assets and no personal responsibility for settling its debts and liabilities.

## **9. Membership of the CFPAB**

(1) Admission of new members

(a) Eligibility

Membership of the CFPAB shall also be deemed as holding membership of the CFPAB Management and Advisory Board (see Scheme of Delegation at Appendix 1) and is open to any organisation in the United Kingdom and Northern Ireland that:

- (i) is incorporated by law, statute or other similar enactment
- (ii) can demonstrate itself as having a significant interest or role in, or influence over, the counter fraud sector
- (iii) has a clear interest in furthering the CFPAB's objects and possesses the resources and capability to do so
- (iv) conducts its business on a non-commercial or not-for-profit basis

Examples of the types of organisations having a significant interest or role in, or influence over the counter fraud sector are:

- (a) a central government department or agency that retains a counter fraud capability, official interest or involvement
- (b) a law enforcement or regulatory agency that specialises in or has a specific remit for countering fraud
- (c) a professional institute, such as a Chartered Institute, or recognised professional representative body; a trade-body, or a membership organisation that either in whole or in part has an official counter fraud interest or involvement

The above examples are not exhaustive but merely illustrate the type of organisation eligible for CFPAB membership. The Trustees will have the final say on membership eligibility, considering the criteria set out above.

It is understood that by applying for membership of the CFPAB, the applicant organisation has indicated in writing to the Board its agreement to become a member and thereby acceptance of the duty of members set out in sub-clause (3) of this clause.

Note that Trustee status automatically confers CFPAB membership on an individual. However, the reverse does not apply in that membership of the CFPAB does not confer Trustee status.

The requirement for member organisations to nominate their representatives for the CFPAB Management and Advisory Board are detailed in the CFPAB's Scheme of Delegation.

#### (b) Admission procedure

The CFPAB::

- (i) may require applications for membership to be made in any reasonable way that it decides
- (ii) shall, if it approves an application for membership, notify the applicant of its decision within one calendar month
- (iii) may refuse an application for membership if it believes that it is in the best interests of the CFPAB to do so
- (iv) shall, if it decides to refuse an application for membership, give the applicant the reasons for doing so, within one calendar

month of the decision being taken, and give the applicant the opportunity to appeal against the refusal; and

- (v) shall give fair consideration to any such appeal, and shall inform the applicant of their decision, but any decision to confirm refusal of the application for membership shall be final

## (2) Transfer of membership

Membership of the CFPAB cannot be transferred to any other organisation or person.

## (3) Duty of members

Membership of the CFPAB confers a single vote on that member. It is the duty of each member of the CFPAB to exercise their authority in good faith; in the way they decide would be most likely to further the purposes of the CFPAB and in accordance with the Scheme of Delegation.

## (4) Termination of Membership

(a) Membership of the CFPAB comes to an end if:

- (i) the member organisation ceases to exist; or
- (ii) the member sends a notice of resignation to the Trustees; or
- (iii) any sum of money owed by the member to the CFPAB is not paid in full within six months of its falling due; or
- (iv) the Trustees decide that it is in the best interests of the CFPAB that the member in question should be removed from membership and pass a resolution to that effect

(b) Before the CFPAB takes any decision to remove an organisation's membership of the Board it must:

- (i) inform the member of the reasons why it is proposed to remove them from membership
- (ii) give the member at least 21 clear days' notice in which to make representations against removal

- (iii) at a duly constituted meeting of the Trustees, consider whether or not the member should be removed from membership
- (iv) consider at that meeting any representations which the member makes as to why the member should not be removed; and
- (v) allow the member, or their appointed representative, to make those representations in person at that meeting, if that member so chooses

#### (5) Membership fee

The CFPAB may require members, or any organisation designated as an “Associate Member” to pay reasonable membership fees to the CFPAB.

#### (6) Associate (non-voting) Membership

- (a) the 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
- (b) 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.

### **10. Members’ decisions**

#### (1) General provisions

Except for those decisions that must be taken in a particular way as indicated in sub-clause (4) of this clause, decisions of the members of the CFPAB may be taken either by vote at a regular meeting of the CFPAB Management and Advisory Board (the “MAB”) as provided in sub-clause (2) of this clause or by written resolution as provided in subclause (3) of this clause.

(2) Taking ordinary decisions by vote

Subject to sub-clause (4) of this clause, any decision of the members of the CFPAB may be taken by means of a resolution at a regular MAB meeting. Such a resolution may be passed by a simple majority of votes cast at the meeting, including votes cast by post or email.

(3) Taking ordinary decisions by written resolution without a regular MAB meeting

(a) Subject to sub-clause (4), a resolution in writing agreed by a simple majority of all the members who would have been entitled to vote upon it had it been proposed at a general meeting should be effective, provided that:

- (i) a copy of the proposed resolution has been sent to all the members eligible to vote; and
- (ii) a simple majority of members present at a meeting or by email, has signified its agreement to the resolution in a document or documents which are received at the CFPAB's 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 regular representative's signature by a statement of their identity accompanying the document, or in such other manner as the CFPAB has specified

(b) the resolution in writing may comprise several copies to which one or more members has signified their agreement

(c) eligibility to vote on the resolution is limited to members who are members of the CFPAB on the date when the proposal is first circulated in accordance with paragraph (a) above.

(d) not less than 25% of non-Trustee members of the CFPAB may request the charity Trustees to make a proposal for decision by the non-Trustee members only

(e) the charity Trustees must within 21 days of receiving such a request comply with it if:

- (i) the proposal is not frivolous or vexatious, and does not involve the publication of defamatory material
- (ii) the proposal is stated with sufficient clarity to enable effect to be given to it if it is agreed by the members; and
- (iii) effect can lawfully be given to the proposal if it is so agreed

(f) sub-clauses (a) to (c) of this clause apply to a proposal made at the request of members

(4) Decisions that must be taken in a particular way

(a) Any decision to remove a Trustee must be taken in accordance with clause 15(2).

(b) Any decision to amend this constitution must be taken in accordance with clause 28 of this constitution (Amendment of Constitution).

(c) Any decision to wind up or dissolve the CFPAB must be taken in accordance with clause 29 of this constitution (Voluntary winding up or dissolution). Any decision to amalgamate or transfer the undertaking of the CFPAB to one or more other Charitable Incorporated Organisation(s) must be taken in accordance with the provisions of the Charities Act 2011.

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

(1) Types of general meeting

There must be an annual general meeting (AGM) of the members of the CFPAB. The first AGM must be held within 18 months of the registration of the CFPAB as a CIO and subsequent AGMs must be held at intervals of not more than 15 months. The AGM must receive the annual statement of accounts (duly audited or examined where applicable), the Trustees' annual report and must elect Trustees as required under clause 13.

Other meetings of the members of the CFPAB shall be conducted by the MAB and in accordance with the Scheme of Delegation.

(2) Calling of meetings

(a) The Trustees:

(i) must call the annual general meeting of the members of the CFPAB in accordance with sub-clause (1) of this clause, and identify it as such in the notice of the meeting; and

(ii) may call any other meeting over and above those of the regular MAB meetings of the members at any time. However, where reasonably possible to do so, these meetings shall follow the form, procedure and stewardship of a regular MAB meeting.

- (b) The Trustees must, within 21 days, call a general non-MAB meeting of the members of the CFPAB if:
  - (i) they receive a request to do so from at least 50% of the members of the CFPAB; and
  - (ii) the request states the general nature of the business to be dealt with at the meeting and is authenticated by the member(s) making the request
- (c) Any such request may include particulars of a resolution that may properly be proposed, and is intended to be proposed, at the meeting
- (d) A resolution may only properly be proposed if it is lawful, and is not defamatory, frivolous or vexatious
- (e) Any meeting called by the Trustees at the request of the members of the CFPAB must be held within 28 days from the date on which it is called
- (f) If the Trustees fail to comply with this obligation to call a meeting at the request of its members, then the members who requested the meeting may themselves call a meeting
- (g) A meeting called in this way must be held not more than 3 months after the date when the members first requested the meeting
- (h) The CFPAB must reimburse any reasonable expenses incurred by the members calling a meeting by reason of the failure of the Trustees to duly call the meeting, but the CFPAB shall be entitled to be indemnified by the Trustees who were considered responsible for such failure. All expenses shall be duly evidenced before they are considered

### (3) Notice of general non-MAB Meetings of Members

- (a) the minimum period of notice required to hold a general non-MAB meeting of the members of the CFPAB 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 at least 75% of the members of the CFPAB.
- (c) The notice of any such meeting must:
  - (i) state the time and date of the meeting
  - (ii) give the address at which the meeting is to take place, or if the meeting is to be held by 'virtual' electronic means

- (iii) give particulars of any resolution which is to be moved at the meeting and of the general nature of any other business to be dealt with at the meeting; and
  - (iv) if a proposal to alter the constitution of the CFPAB is to be considered at the meeting, giving the text of the proposed alteration
- (d) 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
- (e) The proceedings of a meeting shall not be invalidated because a member who was entitled to receive notice of the meeting did not receive it because of accidental omission by the Trustees

#### (4) Chairing of meetings other than MAB meetings

The chairing of MAB meetings is subject to the Scheme of Delegation. With respect to other members' meetings, the person nominated as chair by the Trustees shall preside as chair of the meeting. Failing that, the members of the CFPAB who are present at a general meeting shall elect a chair to preside at the meeting.

## **12. Charity Trustees**

### (1) Functions and duties of charity Trustees

The charity Trustees shall manage the affairs of the CFPAB and may for that purpose exercise all the powers of the CFPAB. It is the duty of each charity trustee:

- (a) to exercise his or her powers and to perform his or her functions as a Trustee of the CFPAB in the way he or she decides in good faith would be most likely to further the purposes of the CFPAB; 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 Trustee of the CFPAB 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 Trustee must be a natural person.
- (b) no one may be appointed as a charity Trustee:
  - if he or she is under the age of 21 years; or
  - if he or she would automatically cease to hold office under the provisions of clause 15(1)(e)
- (c) other than in exceptional cases, a Trustee must have knowledge of and experience in the field of counter fraud and cognate subjects. Determination on whether a prospective trustee has a sufficient level of appropriate knowledge and experience, or whether they represent an exceptional case, shall be determined unanimously by the existing Trustees
- (d) no one is entitled to act as a Trustee whether on appointment or on any re-appointment until he or she has expressly acknowledged, in whatever way the Trustees decide, his or her acceptance of the office of Trustee.

## (3) Number of Trustees

- (a) there should be no fewer than three and no more than ten Trustees. If the number falls below the minimum, the remaining trustee or Trustees may act only to call a meeting of the Trustees or appoint a new Trustee.

## (4) CFPAB Trustees

The CFPAB Charitable Incorporated Organisation Trustees are:

1. Leslie Dobie
2. Peter Darby
3. Alan Doig
4. Phillip Sapey
5. John Rosenbloom

### **13. Appointment of Trustees**

- (1) at the first annual general meeting of the members of the CFPAB all the Trustees shall retire from office
- (2) at every subsequent annual general meeting of the members of the CFPAB, one-third of the Trustees shall retire from office. If the number of Trustees is not three or a multiple of three, then the number nearest to one-third shall retire from office
- (3) the Trustees to retire by rotation shall be those who have been longest in office since their last appointment or reappointment. If any Trustees were last appointed or reappointed on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot
- (4) the vacancies so arising may be filled by the decision of the members at the annual general meeting; any vacancies not filled at the annual general meeting may be filled as provided in sub-clause (5) of this clause
- (5) the members or the Trustees may at any time decide to appoint a new trustee, whether in place of a Trustee who has retired or been removed in accordance with clause 15 (Retirement and removal of charity Trustees), or as an additional Trustee, provided that the limit specified in clause 12(3) on the number of Trustees would not as a result be exceeded;
- (6) A person so appointed by the members shall retire in accordance with the provisions of sub-clauses (2) and (3) of this clause. A person so appointed by the Trustees shall retire at the conclusion of the next annual general meeting after the date of his or her appointment and shall not be counted for the purpose of determining which of the Trustees is to retire by rotation at that meeting

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

The Trustees will make available to each new Trustee, on or before his or her first appointment, a copy of:

- (a) this constitution and any amendments made to it
- (b) the Scheme of Delegation; and

(c) the CFPAB's latest Trustees' annual report and statement of accounts

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

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

- (a) retires by notifying the chair of the Board of Trustees in writing (but only if enough 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 Trustees from all their meetings held within a period of twelve months and the Trustees resolve that his or her office be vacated
- (c) dies
- (d) in the written opinion, given to the chair of the Board of Trustees, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months
- (e) is removed by the members of the CFPAB in accordance with sub-clause (2) of this clause; or is otherwise disqualified from acting as a Trustee by virtue of section 178-180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision)

- (2) A Trustee shall be removed from office if a resolution to remove that Trustee is proposed at a meeting of the members called for that purpose and properly convened in accordance with clause 11, and the resolution is passed by a two-thirds majority of votes cast at the meeting.
- (3) A resolution to remove a Trustee in accordance with this clause shall not take effect unless the individual concerned has been given at least 14 clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been given a reasonable opportunity of making oral and/or written representations to the members

## **16. Reappointment of Trustees**

Any person who retires as a Trustee by rotation or by giving notice to the Board of Trustees is eligible for reappointment.

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

Any decision may be taken either:

- (a) at a meeting of the charity Trustees; or
- (b) by resolution in writing [or electronic form] agreed by a majority of all the 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 Trustees have signified their agreement. Such a resolution shall be effective provided that:
  - (i) a copy of the proposed resolution has been sent, at or as near as reasonably practicable to the same time, to all the Trustees; and
  - (ii) the majority of all of the 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 Trustees have previously resolved, and delivered to the CFPAB at its principal office or such other place as the Trustees may resolve within 28 days of the circulation date

## **18. Delegation by Trustees**

- (1) The Trustees may delegate any of their powers or functions to a committee or committees and, if they do, they must 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. In the case of the CFPAB, certain Trustee functions and powers are delegated to its committee known as the

Management and Advisory Board (MAB) through a Scheme of 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 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 Trustee
  - (b) the acts and proceedings of any committee must be brought to the attention of the Trustees as a whole as soon as is reasonably practicable; and
  - (c) the Trustees shall from time to time review the arrangements which they have made for the delegation of their powers

## **19. Meetings and proceedings of Trustees**

### (1) Calling meetings

- (a) any 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 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 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 Trustees, or the number nearest to one third of the total number of Trustees, whichever is greater, or such larger number as the Trustees may decide from time to time. A 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 chair 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 Trustees in which each participant may communicate with all the other participants
- (b) any Trustee participating at a meeting by suitable electronic means agreed by the Trustees in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting
- (c) meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes

**20. Saving provisions**

- (1) Subject to sub-clause (2) of this clause, all decisions of the Trustees, or of a committee of Trustees, shall be valid notwithstanding the participation in any vote of a 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 Trustee and that Trustee being counted in the quorum, the decision has been made by a majority of the Trustees at a quorate meeting.

- (2) Sub-clause (1) of this clause does not permit a Trustee to keep any benefit that may be conferred upon him or her by a resolution of the

Trustees or of a committee of Trustees if, but for clause (1), the resolution would have been void, or if the trustee has not complied with clause 7 (Conflicts of interest).

## **21. Execution of documents**

- (1) The CFPAB shall execute documents either by signature (original or in electronic form).
- (2) A document is validly executed by signature if it is signed by at least two Trustees.

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

### (1) General

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

## **24. Minutes**

The Trustees must keep minutes of all:

- (1) appointments of officers made by the Trustees
- (2) proceedings at MAB and other general meetings of the CFPAB
- (3) meetings of the Trustees and committees of 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 Trustees otherwise than in meetings.

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

- (1) The 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 accounts, and to the preparation of annual reports and returns. The statements of accounts, reports and returns must be sent to the Charity Commission, regardless of the income of the CFPAB, within 10 months of the financial year end.
- (2) The Trustees must comply with their obligation to inform the Commission within 28 days of any change in the particulars of the CFPAB entered on the Central Register of Charities.

## **26. Rules**

The Trustees may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the CFPAB, 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 CFPAB on request.

## **27. Disputes**

If a dispute arises between members of the CFPAB 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 clauses 224-227 of the Charities Act 2011:

- (1) This constitution can only be amended by a resolution passed by a two-thirds majority of votes cast at an MAB or other general meeting of the members of the CFPAB
- (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 Trustees or members of the CFPAB or persons connected with them, requires the prior written consent of the Charity Commission
- (3) No amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid
- (4) A copy of any resolution altering the constitution, together with a copy of the CFPAB's constitution as amended, must be sent to the Commission within 15 days from the date on which the resolution is passed. 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 CFPAB may be dissolved by resolution of its members. Any decision by the members to wind up or dissolve the CFPAB can only be made:
  - (a) at a general meeting of the members of the CFPAB called in accordance with clause 11 (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 two-thirds 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 CFPAB

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

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

(b) If the resolution does not contain such a provision, the Trustees must  
decide how any remaining assets of the CFPAB 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 CFPAB

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

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

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

(ii) a declaration by the charity Trustees that any debts and other  
liabilities of the CFPAB 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 CFPAB has been or is to be applied prior to  
its dissolution in accordance with this constitution

(b) the Trustees must ensure that a copy of the application is sent within  
seven days to every member and employee of the CFPAB, and to  
any Trustee of the CFPAB who was not privy to the application

(4) If the CFPAB 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 Trustee
- (b) the spouse or civil partner of the Trustee or of any person falling within sub-clause (a) above
- (c) a person carrying on business in partnership with the Trustee or with any person falling within subclause (a) or (b) above
- (d) an institution which is controlled:
  - (i) by the 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 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.

**“Trustee”** means a charity Trustee of the CFPAB.