

Constitution

of

The National Muslim War Memorial Trust

Signed on behalf of the first Trustees

[Redacted]

Signature

[Redacted]

Name: Lord Sheikh

Position: Chair of trustees

Chair of Trustees

19th December 2020

(Date)



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The National Muslim War Memorial Trust

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The National Muslim War Memorial Trust

Constitution of a Charitable Incorporated Organisation whose only voting members are its Trustees

1. Name

The name of the charitable incorporated organisation ("the CIO") is The National Muslim War Memorial Trust.

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.

3. Objects

3.1 The objects of the CIO are for the public benefit:

3.1.1 the erection and maintenance of a public national war memorial to commemorate the services of Muslim personnel to Britain's armed forces during the two World Wars and subsequent conflicts; and

3.1.2 to advance the education of the public, in particular but without limitation, in the contributions of Muslims to Britain's armed forces in all aspects relating to their role, service and sacrifice during the two World Wars and subsequent conflicts.

4. Powers

The CIO has power to do anything which is calculated to further its objects or is conducive or incidental to doing so. In particular, but without limitation, the CIO has power to:

4.1 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 the Charities Act 2011 if it wishes to mortgage land);

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

4.3 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 the Charities Act 2011);

4.4 employ and remunerate such staff as are necessary for carrying out the work of the CIO (the CIO 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 that clause);

4.5 deposit funds and invest funds not immediately required for the CIO's objects in or upon such investments, securities or other property as the Trustees think fit;

- 4.6 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 such manner as the Trustees think fit;
- 4.7 trade in the course of carrying out the objects of the CIO and carry on any other trade which is not expected to give rise to taxable profits;
- 4.8 incorporate and acquire subsidiary companies to carry on any trade; and
- 4.9 impose restrictions, which may be revocable or irrevocable, on the use of any property of the CIO, including (without limitation) by creating permanent endowment.

5. Application of income and property

- 5.1 The income and property of the CIO must be applied solely towards the promotion of its objects.
- 5.2 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 unless the payment is permitted by clause 6.

6. Benefits and payments to Trustees and Connected Persons

6.1 General provisions

No Trustee or Connected Person may:

- 6.1.1 sell goods, services, or any interest in land to the CIO;
- 6.1.2 be employed by, or receive any remuneration from, the CIO; and/or
- 6.1.3 receive any other financial benefit from the CIO,

unless:

- (a) the payment or benefit is permitted by clause 6.2 or authorised by the court or the Charity Commission; and
- (b) the Trustee concerned (including, in the case of a Connected Person, the Trustee to whom the Connected Person is connected) has complied with clause 16.1.

6.2 A Trustee or Connected Person may receive the following benefits from the CIO:

- 6.2.1 A Trustee or Connected Person may receive a benefit from the CIO as a beneficiary of the CIO.
- 6.2.2 A Trustee or Connected Person may be paid reasonable and proper remuneration by the CIO for any goods or services supplied to the CIO on the instructions of the Trustees (excluding, in the case of a Trustee, the service of acting as a Trustee and services performed under a contract of employment with the CIO) provided that this provision may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is a Connected Person in relation to that Trustee).

- 6.2.3 A Trustee or Connected Person may receive interest on money lent to the CIO at a reasonable and proper rate.
- 6.2.4 A Trustee or Connected Person may receive reasonable and proper rent for premises let by the Trustee or Connected Person to the CIO.
- 6.2.5 A 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.
- 6.2.6 A 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.
- 6.2.7 A 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.

provided that where benefits are conferred under Clause 6.2, Clause 16 (Conflicts of Interest) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit.

- 6.3 In clause 6.2 "the CIO" includes any company in which the CIO:
 - 6.3.1 holds more than 50% of the shares; or
 - 6.3.2 controls more than 50% of the voting rights attached to the shares; or
 - 6.3.3 has the right to appoint one or more directors to the board of the company.

7. Liability of Members to contribute to the assets of the CIO if it is wound up

- 7.1 If the CIO is wound up, each Member of the CIO is liable to contribute to the assets of the CIO such amount (but not more than £1) as may be required for payment of the debts and liabilities of the CIO contracted before that person ceases to be a member, for payment of the costs, charges and expenses of winding up, and for adjustment of the rights of the contributing members among themselves.
- 7.2 In clause 7.1 "Member" includes any person who was a member of the CIO within 12 months before the commencement of the winding up.
- 7.3 But subject to that, the Members of the CIO have no liability to contribute to its assets if it is wound up, and accordingly have no personal responsibility for the settlement of its debts and liabilities beyond the amount that they are liable to contribute.

8. Trustees

8.1 *Functions and duties of Trustees*

The 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 Trustee:

- 8.1.1 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
- 8.1.2 to exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances, having regard in particular:
 - (a) to any special knowledge or experience that he or she has or purports to have; and
 - (b) if he or she acts as a 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.

8.2 ***Eligibility for trusteeship***

No one may be appointed as a Trustee if he or she is under the age of 18 years.

8.3 ***Number of Trustees***

- 8.3.1 There must be at least three Trustees. If the number falls below this minimum, the remaining Trustee or Trustees may act only to call a meeting of the Trustees, or appoint a new Trustee.
- 8.3.2 The maximum number of Trustees is 8. The Trustees may not appoint any Trustees if as a result the number of Trustees would exceed the maximum.

8.4 ***First Trustees***

The first Trustees of the CIO are:

Lord Sheikh, Mohamed Itaf Sheikh

Lord Lexden, Alistair Cooke,

Major General (Retd) Charles Sebastian Fattorini

Mr Makhdum (Mak) Ali Chishty

Mr Mohammed Amin

9. ***Appointment and automatic retirement of Trustees***

- 9.1 Any person who is willing to act as a Trustee, and who would not be disqualified from acting under the provisions of clause 11, may be appointed to be a Trustee by a decision of the Trustees.

9.2 ***Automatic retirement***

- 9.2.1 Each Trustee shall retire from office at the third Annual Retirement Meeting following the commencement of his or her term of office.
- 9.2.2 The retirement takes effect at the conclusion of the meeting.

9.2.3 The Annual Retirement Meeting shall be the meeting of the Trustees at which the accounts of the CIO are adopted.

9.3 **Maximum term**

9.3.1 Retiring Trustees may be reappointed but, subject to clause 9.3.2, a Trustee who has served for two consecutive terms of office must take a break from office and may not be reappointed until the earlier of:

- (a) the anniversary of the commencement of his or her break from office; and
- (b) the Annual Retirement Meeting following the Annual Retirement Meeting at which his or her break from office commenced.

9.3.2 In exceptional circumstances, the Trustees may by a majority decision of at least two-thirds of the Trustees present, pass a resolution to permit a Trustee to serve an additional term of three years in office (in addition to the two consecutive terms of office served) (an “**Additional Term**”). The Trustee shall retire at the end of the Additional Term.

9.4 If the retirement of a Trustee under clause 9.2 causes the number of Trustees to fall below that set out in clause 8.3.1 then the retiring Trustee shall remain in office until a new appointment is made.

10. **Information for new Trustees**

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

- 10.1 a copy of this constitution and any amendments made to it; and
- 10.2 a copy of the CIO's latest trustees' annual report and statement of accounts.

11. **Disqualification, retirement and removal of Trustees**

A Trustee ceases to hold office if:

- 11.1 he or she retires by notifying the CIO in writing (but only if two Trustees will remain in office when the notice of resignation takes effect);
- 11.2 he or she fails to attend three consecutive quorate or inquorate meetings of the Trustees and the Trustees resolve that he or she be removed for this reason;
- 11.3 the Trustees reasonably believe that he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;
- 11.4 he or she is disqualified under the Charities Act 2011 from acting as a Trustee;
- 11.5 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been

afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Trustees; or

11.6 he or she ceases to be a Member of the CIO.

12. Chair

The Trustees may appoint one of their number to be the Chair of the Trustees for such term of office as they determine and may at any time remove him or her from that office.

13. Taking of decisions by Trustees

13.1 Any decision of the Trustees may be taken either:

13.1.1 at a meeting of the Trustees called and held in accordance with clause 14; or

13.1.2 by a majority resolution taken in accordance with clause 15.

14. Meetings of Trustees

14.1 *Calling meetings*

14.1.1 Two Trustees may call a Trustees' meeting.

14.1.2 A Trustees' meeting must be called by at least seven Clear Days' notice unless a majority of the Trustees agree.

14.1.3 In deciding on the date and time of any Trustees' meeting, the Trustees calling or requesting the Secretary to call the meeting must try to ensure, subject to the urgency of any matter to be discussed at the meeting, that as many Trustees as practicable are likely to be available to participate.

14.1.4 Notice of Trustees' meetings must be given to each Trustee in writing.

14.1.5 Every notice calling a Trustees' meeting must specify:

(a) the place, day and time of the meeting;

(b) the general nature of the business to be considered at such meeting; and

(c) if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

14.2 *Chairing of Trustees' meetings*

The Chair of the Trustees, if any, or in his or her absence another Trustee nominated by the Trustees present shall preside as chair of each Trustees' meeting.

14.3 *Procedure at Trustees' meetings*

14.3.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

14.3.2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than two, and unless otherwise fixed it is two or one-third of the total number of Trustees, whichever is the greater.

14.3.3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision to:

- (a) appoint further Trustees; or
- (b) remove a Trustee in accordance with clause 11.2;

provided that all Trustees for the time being are present at such Trustees' meeting where the decisions in clauses 14.3.3(a) or 14.3.3(b) are made.

14.4 Questions arising at a meeting shall be decided by a majority of the Trustees present and voting.

14.5 In the case of an equality of votes, the chair of the meeting shall have a second or casting vote.

This does not apply if, in accordance with the constitution, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

14.6 ***Participation in meetings by electronic means***

14.6.1 Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:

- (a) the meeting has been called and takes place in accordance with the constitution; and
- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing).

14.6.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.

15. **Majority decisions without a meeting**

15.1 The Trustees may, in the circumstances outlined in this clause, make a majority decision without holding a Trustees' meeting, if:

- 15.1.1 a Trustee has become aware of a matter on which the Trustees need to take a decision;
- 15.1.2 that Trustee has taken all reasonable steps to make all the other Trustees aware of the matter and the decision;
- 15.1.3 the Trustees have unanimously agreed by writing (including without limitation by Electronic Means, such as by email or by telephone) for the decision to be taken without a meeting;

- 15.1.4 the Trustees have had a reasonable opportunity to communicate their views on the matter and the decision to each other; and
 - 15.1.5 a majority of the Trustees vote in favour of a particular decision on that matter;
- a decision of the Trustees may be taken by majority and shall be as valid and effectual as if it had been taken at a Trustees' meeting duly convened and held.
- 15.2 Trustees participating in the taking of a majority decision otherwise than at a Trustees' meeting in accordance with this clause:
 - 15.2.1 may be in different places, and may participate at different times; and
 - 15.2.2 may communicate with each other by any means.
 - 15.3 No decision shall be taken by the Trustees in accordance with this clause unless a quorum participates in the decision-making process. The quorum for Trustees' decision-making in accordance with this clause shall be the same as the quorum for Trustees' meetings as set out in clause 14.3.2.
 - 15.4 The Chair, or such other Trustee as shall be appointed by the Trustees shall be the chair of the process of decision-making in accordance with this clause. The process shall include:
 - 15.4.1 circulation of the proposed decision with an indication of the time period for discussion and the date by which Trustees are asked to cast their votes;
 - 15.4.2 the nomination of a person to whom all Trustee's votes must be communicated;
 - 15.4.3 if a majority of the Trustees vote in favour of the decision, the nominated person shall communicate the decision to all the Trustees and the date of the decision shall be the date of the communication from the nominated person confirming formal approval; and
 - 15.4.4 the nominated person must prepare a minute of the decision in accordance with clause 32.3.
 - 15.5 In the case of an equality of votes in any decision-making process in accordance with this clause, the chair shall be entitled to a casting vote in addition to any other vote he or she may have. But this does not apply if, in accordance with this constitution, the chair or specified Trustee is not to be counted as participating in the decision-making process for quorum, voting or agreement purposes.

16. Trustee interests and management of conflicts of interest

16.1 *Declaration of interests*

A Trustee must declare the nature and extent of:

- 16.1.1 any direct or indirect material interest which he or she has in a proposed transaction or arrangement with the CIO; and

16.1.2 any direct or indirect interest or any duty which he or she has which conflicts or may conflict with the interests of the CIO or his or her duties to the CIO.

16.2 ***Participation in decision-making***

If a Trustee's interest or duty cannot reasonably be regarded as giving rise to a conflict of interest or a conflict of duties with or in respect of the CIO, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process. For the avoidance of doubt, the following transactions or arrangements shall be presumed as not reasonably likely to give rise to a conflict of interest provided all of the Trustees have the same interest:

16.2.1 approval of trustee expenses policies;

16.2.2 payment of premiums for trustee indemnity insurance;

16.2.3 receipt by a Trustee in his or her capacity as beneficiary of the charity of benefits which are available generally to all beneficiaries.

16.3 If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the CIO, he or she must:

16.3.1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;

16.3.2 not be counted in the quorum for that part of the process; and

16.3.3 withdraw during the vote and have no vote on the matter.

16.4 ***Register of Trustees' interests***

The Trustees must cause a register of Trustees' interests to be kept.

17. Trustees may delegate

17.1 Subject to this constitution, the Trustees may delegate any of their powers or functions to any committee.

17.2 Subject to this constitution, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the CIO to any person or committee.

17.3 Any delegation by the Trustees may be:

17.3.1 by such means;

17.3.2 to such an extent;

17.3.3 in relation to such matters or territories; and

17.3.4 on such terms and conditions,

as they think fit.

- 17.4 The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.
- 17.5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.
- 17.6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the CIO for such purposes and on such conditions as they determine.

18. Committees

- 18.1 In the case of delegation to committees:
 - 18.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);
 - 18.1.2 the composition of any committee shall be entirely in the discretion of the Trustees and may include such of their number (if any) as the resolution may specify;
 - 18.1.3 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee must appoint a secretary for that purpose;
 - 18.1.4 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and
 - 18.1.5 no committee shall knowingly incur expenditure or liability on behalf of the CIO except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.
- 18.2 The meetings and proceedings of any committee shall be governed by the provisions of this constitution regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any regulations made by the Trustees.

19. Delegation of day to day management powers

In the case of delegation of the day to day management of the CIO to a chief executive or other manager or managers:

- 19.1 the delegated power shall be to manage the CIO by implementing the policy and strategy adopted by and within a budget approved by the Trustees and (if applicable) to advise the Trustees in relation to such policy, strategy and budget;
- 19.2 the Trustees shall provide any manager with a description of his or her role and the extent of his or her authority; and

19.3 any manager must report regularly to the Trustees on the activities undertaken in managing the Trustees and provide them regularly with management accounts which are sufficient to explain the financial position of the CIO.

20. Delegation of investment management

The Trustees may delegate the management of investments to a Financial Expert or Experts provided that:

20.1 the investment policy is set down in writing for the Financial Expert or Experts by the Trustees;

20.2 timely reports of all transactions are provided to the Trustees;

20.3 the performance of the investments is reviewed regularly with the Trustees;

20.4 the Trustees are entitled to cancel the delegation arrangement at any time;

20.5 the investment policy and the delegation arrangements are reviewed regularly;

20.6 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and

20.7 the Financial Expert or Experts must not do anything outside the powers of the Trustees.

21. Membership of the CIO

21.1 The Members of the CIO shall be its Trustees for the time being. The only persons eligible to be Members of the CIO are its Trustees. Membership of the CIO cannot be transferred to anyone else.

21.2 A Member and Trustee who ceases to be a Trustee automatically ceases to be a Member of the CIO.

22. Associate membership

22.1 The Trustees may create classes of associate membership, and may determine the rights and obligations of any such associate members (including payment of membership fees), and the conditions for admission to, and termination of membership of any such class of members, and alter those rights, obligations and conditions at any time.

22.2 Associate members shall be non-voting members and will not be Members of the CIO for any purpose.

23. Decisions which must be made by the Members of the CIO

Any decision to:

23.1 amend the constitution of the CIO;

23.2 amalgamate the CIO with, or transfer its undertaking to, one or more other charitable incorporated organisations, in accordance with the Charities Act 2011; or

23.3 wind up the CIO voluntarily 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 Trustees).

23.4 Each Member of the CIO must exercise the powers which they have in their capacity as Member in the way that they decide, in good faith, would be most likely to further the objects of the CIO.

24. Members' decisions

24.1 *General provisions*

Decisions of the Members of the CIO may be taken either:

24.1.1 by means of a resolution passed by vote at a general meeting (in accordance with clause 24.2); or

24.1.2 by means of a written resolution (as provided in clause 24.3).

24.2 *Taking decisions at a meeting*

Any decision of the Members of the CIO may be taken by means of a resolution passed by a 75% majority of those Members voting at a general meeting (including votes cast by postal ballot, and proxy votes).

24.3 *Taking decisions by written resolution*

24.3.1 The Members of the CIO may make decisions by resolution in writing agreed to by all of the Members of the CIO.

24.3.2 The conditions set out in Schedule 1 to this constitution shall apply to written resolutions of the Members.

24.3.3 *Members' resolutions and conflicts of interest*

24.3.4 A Trustee who would benefit personally, whether directly or indirectly, from a transaction or arrangement into which a CIO proposes to enter must not take part in any decision of the Members whether or not to enter into that transaction or arrangement.

24.3.5 Clause 24.3.4 does not apply where the transaction or arrangement proposed to be entered into by the CIO cannot reasonably be regarded as likely to give rise to a conflict of interest.

25. General meetings of Members

25.1 *Calling of general meetings of Members*

Any two Trustees may call a general meeting of the Members of the CIO for the purpose of discharging any business which must by law be discharged by a resolution of the Members of the CIO as specified in clause 23.

25.2 Notice of general meetings of Members

25.2.1 At least 14 Clear Days' notice of a general meeting of the Members of the CIO must be given to all of the Members of the CIO.

25.2.2 If not less than 90% of all of the Members of the CIO who are entitled to vote at the meeting agree, any resolution may be proposed and passed at the meeting even though the requirements of clause 25.2.1 have not been met.

25.2.3 The notice of any general meeting must:

- (a) state the place, date and time and date of the meeting; and
- (b) 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.

25.2.4 Clause 36.4 shall apply when determining when notice of a general meeting is received.

25.3 Procedure at general meetings of Members

The provisions of Schedule 2 shall apply to procedure at general meetings.

26. Validity of Trustee actions

All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.

27. Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

28. Patrons

The Trustees may appoint and remove any individual(s) as patron(s) of the CIO on such terms as they shall think fit.

29. Secretary

A secretary may be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them.

30. Contracts and documents

30.1 Contracts may be made either:

30.1.1 on behalf of the CIO, by a person acting under the express or implied authority of the CIO; or

30.1.2 by the CIO, in writing under its seal (if it has one).

30.2 Documents may be executed by the CIO either:

30.2.1 by being signed by at least two of the Trustees; or

30.2.2 by the affixing of the CIO's seal (if it has one).

30.3 If the CIO has a seal:

30.3.1 The CIO must have its name engraved in legible characters on the seal.

30.3.2 The seal must only be used by the authority of the Trustees or of a committee of Trustees duly authorised by the Trustees.

30.3.3 The Trustees may determine who shall sign any document to which the seal is affixed and unless otherwise determined it shall be signed by two Trustees.

30.4 A CIO may, by instrument executed as a deed, empower a person, either generally or in respect of specific matters, as its attorney to execute deeds or other documents on its behalf.

31. 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 Trustees.

32. Minutes

The Trustees must keep minutes of all:

32.1 appointments of officers made by the Trustees;

32.2 proceedings at general meetings of the CIO;

32.3 meetings of the Trustees and committees of Trustees, including:

32.3.1 the names of the Trustees present at the meeting;

32.3.2 the decisions made at the meetings; and

32.3.3 where appropriate the reasons for the decisions;

32.4 resolutions and decisions made by the Trustees and members of the CIO otherwise than in meetings.

33. Accounting records, accounts, annual reports and returns, register maintenance

33.1 The Trustees must comply with the requirements of the Charities Act 2011 with regard to the keeping of accounting records, the preparation and scrutiny of statements of accounts, and 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 CIO, within 10 months of the financial year end.

33.2 The Trustees must inform the Charity Commission within 28 days of any change in the particulars of the CIO entered on the Central Register of Charities.

34. 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 CIO, but such rules or bye laws must not be inconsistent with any provision of this constitution.

35. 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.

36. Communications

36.1 *Communications to the CIO*

36.1.1 Any Member or Trustee of the CIO may send documents or information to the CIO:

- (a) by hand; or
- (b) by post,

by sending it to the principal office or any other address specified by the CIO for this purpose.

36.1.2 Any Member or Trustee of the CIO may send documents or information to the CIO in Electronic Form or by Electronic Means (for example by email), provided that:

- (a) In the case of documents or information sent in Electronic Form, the CIO has agreed (generally or specifically) to receive documents or information in that form (and has not revoked that agreement), or is treated as having agreed to receive documents or information in that form under clause 36.3.
- (b) Documents or information sent by Electronic Means must be sent to either:
 - (i) an address specified by the CIO for the purpose; or
 - (ii) an address to which clause 36.3 applies.

- (c) Communications sent by Electronic Means must be authenticated in a manner which is satisfactory to the CIO.

36.2 ***Communications by the CIO***

36.2.1 The CIO may send documents or information to any Member or Trustee of the CIO by hand or by post, by handing it to them or by sending it to:

- (a) an address specified for the purpose by the intended recipient; or
- (b) their address as shown in the CIO's combined register of Members or Trustees; or
- (c) where the CIO is unable to obtain an address falling within clauses 36.2.1(a) or 36.2.1(b), the intended recipient's last address known to the CIO.

36.2.2 The CIO may send or supply documents or information to any Member or Trustee of the CIO in Electronic Form or by Electronic Means (including by email or by making it available on a website), provided that:

- (a) the intended recipient has agreed (generally or specifically) to receive documents or information in that form or by such means (and has not revoked that agreement); or
- (b) (in the case of documents or information sent in Electronic Form) the intended recipient is treated as having agreed to receive documents or information in that form or by such means under clause 36.2.3; or
- (c) (in the case of documents or information made available via a website) the intended recipient is treated as having agreed to receive documents or information in that manner under paragraph 10 of Schedule 3 of the General Regulations.

36.2.3 Any Member or Trustee of the CIO, by virtue of becoming a Member of the CIO and 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.

36.2.4 When communicating any notice or proposal via a website, the Trustees must take reasonable steps to ensure that Members and Trustees are promptly notified of the publication of any such notice or proposal.

36.3 ***CIO's deemed agreement to electronic communications***

If the CIO sends or supplies documents or information to another person in Electronic Form:

36.3.1 the CIO is treated as having agreed to accept a response in Electronic Form; and

36.3.2 where the document or information is sent or supplied by the CIO by Electronic Means from an electronic address, or the CIO has given such an address in the document or information (subject to any limitations specified when providing that address), the CIO is treated as having agreed to the response being sent by Electronic Means to that address.

36.4 **Deemed delivery**

36.4.1 Where any document or information is sent or supplied by the CIO to the Trustees or the Members of the CIO:

- (a) where it is sent by post it is deemed to be received 48 hours after it is posted;
- (b) where it is sent or supplied by Electronic Means (for example by email) it is deemed to be received on the same day that it is sent;
- (c) where it is sent or supplied by means of a website, it is deemed to be received:
 - (i) when the material is first made available on the website; or
 - (ii) if later, when the intended recipient received (or is treated as having received) notice of the fact that the material is available on the website.

36.4.2 The intended recipient of a document or information may agree generally or specifically with the CIO that it is deemed to be received within a shorter period than that specified in clause 36.4.1.

37. **Amendment of constitution**

37.1 This constitution can be amended by a resolution of the Members passed in accordance with this constitution.

37.2 Amendments to the constitution do not take effect until they have been registered by the Charity Commission in accordance with the Act.

37.3 In accordance with section 226 of the Charities Act 2011, any alteration of clause 3 (Objects), clause 38 (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 CIO or persons connected with them, requires the prior written consent of the Charity Commission.

37.4 The power of the CIO to amend its constitution is not exercisable in any way which would result in the CIO's ceasing to be a charity.

37.5 A copy of any resolution altering the constitution, together with a copy of the CIO's constitution as amended, must be sent to the Charity 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.

38. **Voluntary winding up or dissolution**

38.1 The Members of the CIO may pass a resolution in accordance with this constitution to the effect that the CIO should be wound up voluntarily or that an application should be made to the Charity Commission for the dissolution of the CIO.

- 38.2 Subject to the payment of all the CIO's debts:
- 38.2.1 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.
- 38.2.2 If the resolution does not contain such a provision, the Trustees must decide how any remaining assets of the CIO shall be applied.
- 38.2.3 In either case the remaining assets must be applied for charitable purposes which are the same as or similar to those of the CIO.
- 38.3 If the CIO is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

39. Interpretation

- 39.1 In this constitution:
- 39.1.1 "Annual Retirement Meeting" has the meaning conferred on it by clause 9.2;
- 39.1.2 "Trustee" means a Trustee of the CIO;
- 39.1.3 "CIO" means The National Muslim War Memorial Trust;
- 39.1.4 "Clear Days" means in relation to the period of a notice, means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
- 39.1.5 "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 clause 39.1.5(a) above;
 - (c) a person carrying on business in partnership with the Trustee or with any person falling within clauses 39.1.5(a) or 39.1.5(b) above;
 - (d) an institution which is controlled:
 - (i) by the Trustee or any Connected Person falling within clauses 39.1.5(a), 39.1.5(b), or 39.1.5(c) above; or
 - (ii) by two or more persons falling within clause 39.1.5(d)(i), when taken together; and
 - (e) a body corporate in which:
 - (i) the Trustee or any Connected Person falling within clauses 39.1.5(a), 39.1.5(b) or 39.1.5(c) has a substantial interest; or

- (ii) two or more persons falling within clause 39.1.5(e)(i) who, when taken together, have a substantial interest.

For the purposes of this clause 39.1.5:

- (i) "child" includes a stepchild and an illegitimate child;
- (ii) a person living with another as that person's husband or wife is to be treated as that person's spouse;
- (iii) where two people of the same sex are not civil partners but live together as if they were, each of them is to be treated as the civil partner of the other;
- (iv) a person controls an institution if the person is able to secure that the affairs of the institution are conducted in accordance with the person's wishes;
- (v) any person has a substantial interest in a body corporate if the person or institution in question:
 - is interested in shares comprised in the equity share capital of that body of a nominal value of more than one-fifth of that share capital, or
 - is entitled to exercise, or control the exercise of, more than one-fifth of the voting power at any general meeting of that body.

39.1.6 "Dissolution Regulations" means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012;

39.1.7 "Financial Expert" means an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;

39.1.8 "General Regulations" means the Charitable Incorporated Organisations (General) Regulations 2012;

39.1.9 "Members of the CIO" means the members of the CIO for the purposes of the Act, the General Regulations and the Dissolution Regulations; and

39.1.10 a "poll" means a counted vote or ballot, usually (but not necessarily) in writing.

39.2 A reference to a document or information being sent or supplied in Electronic Form is to a document or information sent by Electronic Means (such as by email or fax) or by any other means while in an electronic form (such as a computer disc sent by post).

39.3 A reference to a document or information being sent or supplied by Electronic Means is to a document or information sent and received by means of electronic equipment for the processing or storage of data and entirely transmitted, conveyed and received by wire, by radio or optical means or by other electromagnetic means.

39.4 Any reference in this constitution to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.

Schedule 1 - Written resolutions of the Members of the CIO

1. A copy of the proposed written resolution must be sent to all the Members eligible to vote.
2. All of the Members must signify their agreement to the resolution in a document or documents which are received by the CIO at the principal office or such address (including an electronic address) as may be specified for the purpose by the Trustees within the period of 28 days (or such other period as the Trustees shall decide) beginning with the date on which the proposal is first circulated.
3. The written resolution takes effect once all the agreement of all of the Members has been received by the CIO at the principal office or an address specified in accordance with paragraph 2 above. If the agreement of all of the Members is not received within the 28 day period (or such other period specified by the Trustees) the proposed resolution will lapse.
4. 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.
5. The written resolution may comprise several copies to which one or more Members has signified their agreement.
6. 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.

Schedule 2 - General meetings

1. Chairing of general meetings

- 1.1 The Chair of the Trustees or in his or her absence some other Trustee nominated by the Trustees shall, if present at the general meeting and willing to act, preside as chair of the meeting.
- 1.2 If neither the Chair of the Trustees nor any Trustee nominated in accordance with paragraph 1.1 of this Schedule is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to chair the meeting and, if there is only one Trustee present and willing to act, he or she shall be chair of the meeting.

2. Quorum at general meetings

- 2.1 No business other than the appointment of the chair of the meeting may be transacted at any general meeting unless a quorum is present when the meeting starts.
- 2.2 Subject to the following provisions, the quorum for general meetings may be fixed from time to time by a decision of the Members but it must never be less than two Members, present in person or by proxy, and unless otherwise fixed it is two or one-third of the total number of Members, whichever is the greater.
- 2.3 If a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the chair must adjourn the meeting. The date, time and place at which the meeting will resume must either be announced by the chair at the meeting or be notified to the Members of the CIO at least seven Clear Days before the date on which it will resume.
- 2.4 If a quorum is not present within 15 minutes of the start time of the adjourned meeting, the Member or Members present at the meeting constitute a quorum.

3. Voting at general meetings

- 3.1 A resolution put to the vote of a meeting shall be decided on a show of hands, unless (before or on the declaration of the result of the show of hands) a poll is duly demanded.
- 3.2 On a vote on a show of hands every Member present in person at the meeting shall have one vote.
- 3.3 On a vote carried out by poll every Member has one vote which may be cast in person, by proxy, by post or by email.
- 3.4 In the event of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall have a second, or casting vote.
- 3.5 A poll may be demanded by the chair of the meeting or by at least two Members present in person or by proxy who have the right to vote on the resolution.
- 3.6 Any objection to the qualification of any voter must be raised at the meeting at which the vote is cast and the decision of the chair of the meeting shall be final.

4. **Proxy voting**

4.1 Any Member of the CIO may appoint another person as a proxy to exercise that Member's rights to attend, speak and vote at a general meeting of the CIO.

4.2 The appointment of a proxy can be in any reasonable form which is accepted by Trustees.

4.3 A document appointing a proxy, and any document terminating the appointment of a proxy, can be delivered to the principal office or such address (including an electronic address) as may be specified by the Trustees up to one working day before the relevant meeting and/or to the chair of the relevant meeting up to the time that the resolution is put to the meeting.

5. **Postal voting**

5.1 The CIO may, if the Trustees so decide, allow the Members to vote by post or email to make a decision on any matter that is being decided at a general meeting of the Members.

5.2 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 a notice 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.

5.3 Any email votes must be authenticated in the manner specified in the voting procedure.

5.4 The voting procedure must specify the closing date and time for receipt of votes.

5.5 A Member who has cast a valid postal or email vote must not vote at the meeting, and if they attend the meeting must not be counted in the quorum for any part of the meeting on which he or she 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.

6. **Adjournment of meetings**

The chair may with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting to another time and/or place. No business may be transacted at an adjourned meeting except business which could properly have been transacted at the original meeting.

7. **Attendance and speaking at general meetings**

7.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

7.2 A person is able to exercise the right to vote at a general meeting when:

- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

- (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 7.3 The Trustees may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 7.4 In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.

Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.