# Constitution of
# FAITH & HOPE TABERNACLE

## A Charitable Incorporated Organisation
## (Foundation Structure)
## Whose Only Voting Members Are its Trustees

***Date of Adoption: 21 April 2019***

## Name

**1.** The name of the Charitable Incorporated Organisation ("the CIO") is: **FAITH & HOPE TABERNACLE**

## National Location of Principal Office

**2.** The principal office of the CIO is in England.

## Objects

**3.** The Objects of the CIO are: ***To advance the Christian faith for the public benefit throughout England and Wales in accordance with the Statement of Faith'***

## Powers

**4.** The CIO has power to do anything which is calculated to further its Objects or is conducive or incidental to doing so. In particular, the CIO has power to:

(a) borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed. The CIO must comply as appropriate with sections 124 and 125 of the Charities Act 2011, if it wishes to mortgage land;

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

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

(d) 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 clauses 6 to 11 and provided it complies with the conditions of those clauses;

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

## Application of Income and Property

**5.** The income and property of the CIO must be applied solely towards the promotion of the Objects, and none of it 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, provided that:

(a) 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;

(b) 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;

(c) nothing in this clause shall prevent a Trustee or connected person receiving any benefit or payment which is authorised by clauses 6 to 11.

## Benefits and Payments to Trustees and Connected Persons

### *General Provisions*

**6.** No Trustee or connected person may:

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

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

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

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

unless the payment or benefit is permitted by this constitution or is authorised by the court or the Charity Commission ("the Commission"). In this clause, a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.

### *Scope and Powers Permitting Benefits to Trustees or Connected Persons*

**7**. A Trustee or connected person may receive interest on money lent to the CIO at a reasonable and proper rate which must be no more than the Bank of England base rate.

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

**9.** 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.

**10.** A Trustee or connected person may receive a benefit from the CIO in the capacity of a beneficiary of the CIO but strictly on the same terms as other beneficiaries.

**11.** Providing they are acting outside their role as a Trustee, 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 services, to the CIO where it is permitted in accordance with, and subject to the conditions in, sections 185 to 188 of the Charities Act 2011.

## Conflicts of Interest and Conflicts of Loyalty

**12.** 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 CIO or in any transaction or arrangement entered into by the CIO which has not previously been declared; and

(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 CIO and any personal interest (including but not limited to any financial interest).

**13.** 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.

## Liability of Members to Contribute to Assets of CIO if it is Wound Up

**14.** 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.

## Membership

**15.** The only members of the CIO shall be those persons who are appointed as Trustees of the CIO, and all persons appointed as Trustees shall be admitted as members.

**16.** Membership cannot be transferred to anyone else.

**17.** A member shall cease to be a member immediately that he or she ceases to be a Trustee of the CIO for any reason.

## Board of Trustees

**18**. The CIO shall have a Board of Trustees comprising at least 3 persons.

**19.** (a) New Trustees may be recruited to the Board at any time by the Trustees. In selecting individuals for appointment as Trustees, the Trustees must have regard to the skills, knowledge and experience needed for the effective administration of the CIO.

(b) The Trustees may, by and from their number and from time to time, elect such officers (chair, secretary, treasurer) as they see fit.

## First Trustees

**20.** The first Trustees are as follows:

**Mr Uchenna Ifejika**
**Mr Leonard Onwufuju**
**Mrs Helen Clarkson**

## Excluded Persons

**21.** Under no circumstances shall any of the following serve as Trustees:

(a) a person aged less than 16 years;

(b) a person who is an undischarged bankrupt or has made any composition or arrangement with creditors;

(c) a person who has an unspent conviction involving dishonesty or deception or who is otherwise disqualified by law from serving as a Trustee.

## Powers and Duties of Trustees

**22.** The Trustees shall manage the affairs of the CIO and may exercise all the powers of the CIO.

**23.** Any meeting of the Trustees at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Trustees.

**24.** It is the duty of each Trustee:

(a) to exercise his or her powers as a Trustee in the way he or she considers to be in the best interests of the CIO's Objects and beneficiaries; and

(b) to exercise such care and skill as is reasonable in the circumstances having regard in particular to any special knowledge or experience that he or she has or claims to have.

**25.** The Trustees may act regardless of any vacancy in their body but, if and so long as their number is less than 3, the remaining Trustees may act for the purposes of increasing the number of Trustees or winding up the CIO, but for no other purpose.

## Information for New Trustees

**26.** Each new Trustee must receive, on or before his or her first appointment:

(a) a copy of the current version of this constitution; and

(b) a copy of the CIO's latest Trustees' annual report and statement of accounts.

## Retirement and Removal of Trustees

**27.** The office of a Trustee shall be immediately vacated if he or she:

(a) resigns his or her office in writing to the CIO (but only if at least 3 Trustees shall remain in office);

(b) is absent without good reason from three consecutive Trustees' meetings, and the remaining Trustees decide that he or she shall vacate office by reason of such absence;

(c) is removed from office for conduct prejudicial to the CIO by a majority vote of the Trustees, provided that any Trustee whose removal is proposed shall have the right to make representation to the meeting where the decision is to be taken;

(d) becomes bankrupt or makes any arrangement with his or her creditors generally; or

(e) is otherwise disqualified by law from serving as a Trustee.

## Proceedings of the Board of Trustees

**28**. The Trustees may regulate their proceedings as they think fit, subject to any provisions within this constitution.

**29.** A meeting shall be summoned on the request of a Trustee by giving reasonable notice to all the Trustees. It shall not be necessary to give notice of a meeting to any Trustee for the time being absent from the United Kingdom.

**30.** A Trustee may not appoint an alternate or anyone to act on his or her behalf at meetings of the Trustees.

**31.** A meeting may be held by suitable electronic means agreed by the Trustees in which each participant may communicate with all the other participants.

### *Chairing of Meetings*

**32.** Subject to clause 19(b) the Trustees shall appoint one of their number to chair their meetings and may at any time revoke such appointment.

**33.** If no-one has been appointed to chair meetings of the Trustees, or if the person so appointed is unwilling to preside or is not present ten minutes after the time appointed for the meeting, the Trustees present shall appoint one of their number to chair that meeting.

### *Quorum*

**34.** No decision may be made by a meeting of the Trustees unless a quorum is present at the time the decision is made. “Present” includes being present by suitable electronic means agreed by the Trustees in which a participant or participants may communicate with all the other participants.

**35.** A quorum shall be 3 Trustees.

**36.** A Trustee shall not be counted in the quorum present when any decision is made about a matter upon which that Trustee is not entitled to vote.

## Decision-Making by Trustees

**37.** Questions arising at any meetings shall be decided by a majority of votes, each Trustee having one vote on any matter to be decided. In the case of an equality of votes, the chair of the meeting shall have a second or casting vote.

**38.** A resolution in writing or in electronic form agreed by all the Trustees who are entitled to receive notice of and vote at a meeting of Trustees shall be as valid and effectual as if it had been passed at a meeting of the Trustees.

## Saving Provisions

**39.** Subject to clause 40, all decisions of the Trustees, or of a sub-committee of the Trustees, shall be valid even if it involved the participation of a Trustee who:

(a) was disqualified from holding office;

(b) had previously retired or was obliged to leave office;

(c) was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise;

if, without the vote of that Trustee and that Trustee being counted in the quorum, the decision would have been made anyway by a majority of the Trustees at a quorate meeting.

**40.** Clause 39 does not permit a Trustee to keep any benefit that may be conferred on him or her by a decision of the Trustees (or a sub-committee) if the resolution would otherwise have been void.

## Sub-Committees

**41.** The Trustees may delegate any of their powers or functions to one or more sub-committees or advisory panels consisting of such members of their body or the general public as they think fit and the terms of any delegation must be recorded in the minute book. The Trustees may subsequently revoke or alter a delegation. The Trustees may impose conditions when delegating, and will always include the conditions that:

(a) at least one member of each sub-committee or advisory panel must be a Trustee;

(b) the relevant powers are to be exercised exclusively by the sub-committee or advisory panel to whom they delegate;

(c) no expenditure may be incurred on behalf of the CIO except in accordance with a budget previously agreed with the Trustees;

(d) the sub-committee or advisory panel shall report regularly to the Trustees.

## Decisions Which Must be Made by the Members of the CIO

**42.** Any decision to:

(a) amend the constitution of the CIO;

(b) amalgamate the CIO with, or transfer its undertaking to, one or more other CIOs; or

(c) wind up or dissolve the CIO (including transferring its business to any other charity),

must be made by a resolution of the members of the CIO (rather than a resolution of the Trustees);

**43.** Such members' decisions may be made either:

(a) by resolution at a general meeting; or

(b) by resolution in writing.

**44.** A resolution made at a general meeting requires a majority of at least 75% of the votes that are cast.

**45.** A resolution in writing requires the agreement of all the members on the date the resolution is circulated. The following conditions shall apply:

(a) a copy of the proposed resolution must be sent to all the members eligible to vote;

(b) the document indicating a member's approval of a written resolution may be sent to the CIO as hard copy or in electronic form. A member's agreement to a written resolution, once signified, may not be revoked;

(c) a written resolution lapses if the necessary number of approvals has not been received 28 days after the first day on which copies of the resolution were circulated to members.

## General Meetings of Members

### *Calling of General Meetings of Members*

**46.** The Trustees may designate any of their meetings as a general meeting of the members of the CIO. The purpose of such a meeting is to discharge any business which must by law be discharged by a resolution of the members of the CIO as specified in clause 42.

### *Notice of General Meetings of Members*

**47.** The minimum period of notice required to hold a general meeting of the members of the CIO is 14 days.

**48.** 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 CIO.

**49.** 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.

## Procedure at General Meetings of Members

**50.** The provisions in clauses 29 to 37 governing the chairing of meetings, procedure at meetings and participation in meetings by electronic means apply to any general meeting of the members, with all references to Trustees to be taken as references to members.

## Execution of Documents

**51.** A document is validly executed on behalf of the CIO if it is signed by at least 2 of the Trustees.

## Use of Electronic Communications

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

(a) the requirement to provide a member with a hard copy of any document or information if they request it, to be sent within 21 days of the request;

(b) any requirements to provide information to the Commission in a particular form or manner.

## Registers

**53.** The CIO must maintain a register of Trustees/members as required by the General Regulations, which must be made available to anyone on request.

**54.** Except where the request to inspect the register is made by a Trustee of the CIO, a fee may be charged in respect of the costs of complying with the request.

## Minutes

**55.** The Trustees must keep minutes of all:

(a) appointments of officers made by the Trustees;

(b) proceedings at general meetings of the CIO;

(c) meetings of the Trustees and committees of Trustees including:

(i) names of the Trustees present at the meeting;

(ii) the decisions made at the meetings; and

(iii) where appropriate the reasons for the decisions;

(d) decisions made by the Trustees otherwise than in meetings.

## Accounting Records, Accounts, Annual Reports and Returns, Register Maintenance

**56.** 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 account, and to the preparation of annual reports and returns. The statements of account, reports and returns must be sent to

the Commission, regardless of the income of the CIO, within 10 months of the financial year end.

**57.** The Trustees must comply with their obligation to inform the Commission within 28 days of any change in the particulars of the CIO entered on the Central Register of Charities.

## Rules or Bylaws

**58.** The Trustees may from time to time make such reasonable and proper rules or bylaws as they may deem necessary or expedient for the proper conduct and management of the CIO, but such rules or bylaws must not be inconsistent with any provision of this constitution. Copies of any such rules or bylaws currently in force must be made available to any member of the CIO on request.

## Disputes

**59.** 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.

## Amendment of Constitution

**60.** As provided by sections 224 to 227 of the Charities Act 2011, this constitution can only be amended:

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

(b) by a resolution passed by a 75% majority of those voting at a general meeting of the members of the CIO .

**61.** Any alteration:

(a) to the CIO's Objects (clause 3);

(b) to clauses 64 to 67 (Voluntary Winding Up or Dissolution);

(c) this clause; or

(d) that would have the effect of enhancing the benefits available to Trustees of the CIO or persons connected with them,

shall require the prior written consent of the Commission.

**62.** No amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid.

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

## Voluntary Winding Up or Dissolution

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

(a) at a general meeting of the members of the CIO called in accordance with this constitution, of which not less than 14 days' notice has been given to those eligible to attend and vote, by a resolution passed by a 75% majority of those voting; or

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

**65.** Subject to the payment of all the CIO's debts:

(a) Any resolution for the winding up of the CIO, or for the dissolution of the CIO without winding up, may contain a

provision directing how any remaining assets of the CIO shall be applied.

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

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

**66.** The CIO must observe the requirements of the Dissolution Regulations in applying to the Commission for the CIO to be removed from the Register of Charities, and in particular:

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

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

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

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

(b) the Trustees must ensure that a copy of the application is sent within 7 days to every member and employee of the CIO, and to any Trustee of the CIO who was not privy to the application.

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

## Interpretation

**68.** 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 sub-clause (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 applies 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 10, Chapter 4] of the General Regulations.

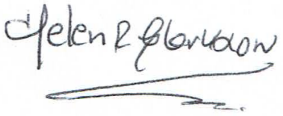
Subject to section 177 of the Charities Act 2011, "**Trustee**" means a charity trustee of the CIO.

"**in writing**" shall be taken to include references to writing, printing, photocopying and other methods of representing or reproducing words in a visible form, including electronic transmission where appropriate.

**This constitution was adopted by the persons whose signatures appear below:**

**Uchenna Ifejika:** 

**Leonard Onwufuju:** 

**Helen Clarkson:** 

| Faith & Hope Tabernacle | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Annual Accounts for January to December 2025 | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | INCOME | | | | | | | |
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total |
| | £95.00 | £102.00 | £176.00 | £0.00 | £425.00 | £180.00 | £55.00 | £460.00 | £732.00 | £10.00 | £130.00 | £25.00 | £2,390.00 |
| TOTAL INCOME | | | | | | | | | | | | | £2,390.00 |
| | | | | | | | | | | | | | |
| | | | | | | EXPENSES | | | | | | | |
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total |
| | | | | | | | | | | | | | |
| | £5.00 | £1,050.00 | £754.93 | £0.00 | £10.64 | £407.70 | £409.26 | £50.00 | £1,077.60 | £199.85 | £0.00 | £0.00 | £3,964.98 |
| TOTAL EXPENSES | | | | | | | | | | | | | £3,964.98 |
| | | | | | | | | | | | | | |
| NET INCOME | | | | | | | | | | | | | -£1,574.98 |
| | | | | | | | | | | | | | |

| ANNUAL SUMMARY | |
|---|---|
| TOTAL IN | £2,390.00 |
| TOTAL OUT | £3,964.98 |
| NET INCOME | -£1,574.98 |