

Constitution

International Christian Maritime Association

Approved 13 September 2017
Amended 6 September 2024

1. Interpretation

1.1. In this Constitution:

“Charity Trustee” means a charity trustee of the CIO “Communications Provisions” means the Communications Provisions in the General Regulations

“Connected Person” means:

- (a) a dependent relative, spouse or civil partner of a Charity Trustee;
- (b) a person carrying on business in partnership with a Charity Trustee or with any person falling within (a) above;
- (c) an institution which is controlled by:-
 - (i) a Charity Trustee or any Connected Person falling within (a) or (b); or
 - (ii) two or more persons falling within (a) or (b) when taken together.
- (d) a body corporate in which:
 - (i) a Charity Trustee or any Connected Person falling within (a) or (b) has a substantial interest; or
 - (ii) two or more persons falling within (a) or (b) who, when taken together, have a substantial interest.

“Dissolution Regulations” means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012.

“General Regulations” means the Charitable Incorporated Organisations (General) Regulations 2012.

“Member” means a member of the CIO admitted in accordance with clause 10.1.

“Objects” means the charitable objects of the CIO set out in clause 4.

“Poll” means a counted vote or ballot, usually (but not necessarily) in writing.

1.2. The CIO is a free association of Christian organisations engaged in welfare work for seafarers who include those working on merchant, fishing and passenger vessels. In this Constitution “Christian organisation” or “Christian association” means any non-profit making organisation which is integral or affiliated to or otherwise officially connected with any Christian church or Christian community, recognised by the World Council of Churches or the Vatican or whose activities provide evidence of commitment to Christian ministry to seafarers.

1.3. References to legislation, regulations, determinations and directions include all amendments, replacements or re-enactments and references to legislation (where appropriate) include all regulations, determinations and directions made or given under it.

1.4. References to the singular include the plural and vice-versa and to the masculine include the feminine and neuter and vice-versa.

1.5. For the avoidance of doubt the system of law governing this Constitution is the law of England and Wales.

2. Name

The name of the Charitable Incorporated Organisation is International Christian Maritime Association ("the CIO").

3. National location of principal office

The principal office of the CIO is in England.

4. Objects

In accordance with Christian principle, the Objects of the CIO are, for the public benefit:

4.1. the relief of seafarers in need by reason of financial hardship, unemployment, disability, illness and such other social or economic disadvantage; and

4.2. the promotion of religious education to seafarers.

For the purpose of this clause, “seafarers” means those persons working on merchant, fishing and passenger vessels and shall include active, intended and ex-seafarers and their families and dependents.

Nothing in this Constitution shall authorise any application of the property of the CIO for the purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 or section 2 of the Charities Act (Northern Ireland) 2008.

5. 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, the CIO has the power to:

5.1. borrow money and 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;

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

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

5.4. employ and remunerate such staff as are necessary for carrying out the work of the CIO. The CIO may employ or remunerate a Charity Trustee only to the extent that it is permitted to do so by clause 7 (Benefits and payments to Charity Trustees and Connected Persons) and provided it complies with the conditions of that clause;

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

5.6. promote and encourage collaboration and assistance amongst Christian organisations engaged in work for and among seafarers;

5.7. act as a co-ordinating body for Christian organisations and to provide a means of liaising between them and between them and other bodies whose activities in any way influence or affect the lives and welfare of seafarers;

5.8. be the collaborative voice of Members and to represent their views and to advise and inform those persons and bodies whose decisions and actions in any way affect the lives and welfare of seafarers; and

5.9. do anything else within the law which is incidental and conducive to the Objects.

6. Application of income and property

6.1. The income and property of the CIO must be applied solely towards the promotion of the Objects.

6.2. A Charity Trustee is entitled to be reimbursed from the property of the CIO or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the CIO.

6.3. A Charity Trustee may benefit from trustee indemnity insurance cover purchased at the CIO's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.

6.4. 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. This does not prevent a Member who is not also a Charity Trustee receiving:

6.4.1. a benefit from the CIO as a beneficiary of the CIO; and/or

6.4.2. reasonable and proper remuneration as an employee or for any goods or services supplied to the CIO.

6.5. Nothing in this clause shall prevent a Charity Trustee or Connected Person receiving any benefit or payment which is authorised by clause 7.

7. Benefits and payments to Charity Trustees and Connected Persons

7.1. General Provisions

7.1.1. In furtherance of the Objects the CIO may provide benefits to the Charity Trustees where those benefits are the same as or similar to benefits provided to other beneficiaries of the CIO.

7.1.2. No Charity Trustee or Connected Person may:

7.1.2.1. buy or receive any goods or services from the CIO on terms preferential to those applicable to members of the public;

7.1.2.2. sell goods, services or any interest in land to the CIO;

7.1.2.3. be employed by or receive any remuneration from, the CIO;

7.1.2.4. receive any other financial benefit from the CIO; unless the payment or benefit is permitted by clause 7.2, clause 7.3 or clause 7.4 or is authorised by the court or the Charity Commission. In this clause, a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.

7.2. Scope and powers permitting Charity Trustees' or Connected Persons' benefits

7.2.1. A Charity Trustee or Connected Person may receive a benefit from the CIO as a beneficiary of the CIO in accordance with clause 7.1.1.

7.2.2. A Charity Trustee or Connected Person may enter into a contract for the supply of services or of goods that are supplied in connection with the provision of services to the CIO where that is permitted in accordance with, and subject to the conditions in, section 185 to 188 of the Charities Act 2011.

7.2.3. Subject to clause 7.3 a Charity Trustee or Connected Person may be employed (other than as a Charity Trustee) by the CIO.

7.2.4. Subject to clause 7.4 a Charity Trustee or Connected Person may provide the CIO with goods that are not supplied in connection with services provided to the CIO by the Charity Trustee or Connected Person.

7.2.5. A Charity Trustee or Connected Person may receive interest on money lent to the CIO at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).

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

7.2.7. A Charity Trustee or Connected Person may take part in the normal trading and fundraising activities of the CIO on the same terms as members of the public.

7.3. Payment for employment – controls

The CIO and its Charity Trustees may only rely upon the authority provided by clause 7.2.3 if each of the following conditions is satisfied:

7.3.1. the terms of the employment are set out in a written agreement between the CIO and the Charity Trustee or Connected Person who is the employee ("the employee");

7.3.2. the remuneration or other sums paid to the employee do not exceed an amount that is reasonable in all the circumstances;

7.3.3. the other Charity Trustees are satisfied that it is in the best interests of the CIO to employ the employee rather than someone who is not a Charity Trustee or Connected Person. In reaching that decision the Charity Trustees must balance the advantage of contracting with the employee against the disadvantages of doing so (especially the loss of any employee's services as a result of dealing with the employee's conflict of interests);

7.3.4. the employee is absent from the part of any meeting at which there is discussion of his or her employment or remuneration or any matter concerning the contract, his or her performance in the employment or his or her performance of the contract, any proposal to enter into any other contract or arrangement with him/her or to confer any benefit upon him or her or of any other matter relating to payment or the conferring of any benefit to him or her;

7.3.5. the employee does not vote on any such matter and is not counted when calculating whether a quorum of Charity Trustees is present at the meeting;

7.3.6. the reason for their decision is recorded by the Charity Trustees in the minute book; and

7.3.7. a majority of the Charity Trustees then in office are not in receipt of remuneration or payments authorised by clause 7 and for clarification remuneration or payment of a Connected Person is only deemed to be remuneration or payment of a Charity Trustee where it might result in a Charity Trustee obtaining a benefit.

7.4. Payment for supply of goods only - controls

The CIO and its Charity Trustees may only rely upon the authority provided by clause 7.2.4 of this clause if each of the following conditions is satisfied:

7.4.1. the amount or maximum amount of the payment for the goods is set out in an agreement in writing between the CIO and the Charity Trustee or Connected Person supplying the goods (“the supplier”) under which the supplier is to supply the goods in question to or on behalf of the CIO;

7.4.2. 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;

7.4.3. the other Charity Trustees are satisfied that it is in the best interests of the CIO to contract with the supplier rather than with someone who is not a Charity Trustee or Connected Person. In reaching that decision the

Charity Trustees must balance the advantage of contracting with the Supplier against the disadvantages of doing so;

7.4.4. 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 the supply of goods to the CIO;

7.4.5. the supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Charity Trustees is present at the meeting;

7.4.6. the reason for their decision is recorded by the Charity Trustees in the minute book; and

7.4.7. a majority of the Charity Trustees then in office are not in receipt of remuneration or payments authorised by clause 7 and for clarification remuneration or payment of a Connected Person is only deemed to be remuneration or payment of a Charity Trustee where it might result in a Charity Trustee obtaining a benefit.

7.5. The provisions in this clause 7 on the making of payments and the granting of benefits by the CIO to Charity Trustees shall also extend to payments made to Charity Trustees by any company in which the CIO:-

7.5.1. holds more than 50% of the shares;

7.5.2. controls more than 50% of the voting rights attached to the shares;
or

7.5.3. has the right to appoint one or more directors to the board of the company.

8. Conflicts of interest and conflicts of loyalty

A Charity Trustee must:

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

8.2 not vote or be counted as part of the quorum in any decision of the Charity Trustees in relation to any matter 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).

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

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

10. Membership of the CIO

10.1. Admission of new Members

10.1.1. Membership of the CIO is open to any Christian organisation or Christian association which works for and amongst seafarers, which is interested in furthering the purposes of the CIO and by applying for membership has indicated its agreement to become a Member and acceptance of the duty of Members set out in clause 10.4.

10.1.2. A Member may be a non-profit making corporate body or an organisation which is not incorporated that is integral or affiliated to or otherwise affiliated to or connected with any Christian church or Christian community recognised by the World Council of Churches or the Vatican or whose activities provide evidence of a commitment to Christian ministry to seafarers.

10.1.3. A Member must appoint an individual to represent it and vote on its behalf at general meetings of the Members. In the event of the representative resigning or otherwise leaving the Member he or she shall cease immediately to represent the Member.

10.2. Admission procedure

The Charity Trustees:

10.2.1. may require applications for membership to be made in any reasonable way that they decide;

10.2.2. shall, if the Members approve an application for membership under clause 11.4.1, notify the applicant of their decision within 28 days;

10.2.3. may refuse an application for membership if they believe that it is in the best interests of the CIO for them to do so;

10.2.4. shall, if the Members decide to refuse an application for membership, give the applicant the reasons for doing so, within 28 days of the decision being taken and give the applicant the opportunity to appeal against the refusal within 28 days; and

10.2.5. shall give fair consideration to any such appeal and shall inform the applicant of the Members' decision but any decision to confirm refusal of the application for membership shall be final.

10.3. Transfer of Membership

Membership is personal and cannot be transferred.

10.4. Duty of Members

It is the duty of each Member to exercise its powers as a Member in the way it decides in good faith would be most likely to further the purposes of the CIO.

10.5. Termination of Membership

Membership comes to an end if:

10.5.1. the Member ceases to exist as an organisation; or

10.5.2. the Member sends a notice of resignation to the Charity Trustees; or

10.5.3. subject to clause 10.7.2, the Member fails to pay its annual contribution fee for more than two consecutive years; or

10.5.4. the other Members decide that it is in the best interests of the CIO that the Member in question should be removed from membership and pass a resolution to that effect.

10.6. Before the Members take any decision to remove a Member, the Charity Trustees must:

10.6.1. inform the Member of the reasons why it is proposed to remove it from membership;

10.6.2. give the Member's representative at least 28 days' notice in which to make representations to the Charity Trustees as to why the Member should not be removed from membership;

10.6.3. at a duly constituted meeting of the Members consider whether or not the Member should be removed from membership;

10.6.4. consider at that meeting any representations which the Member's representative makes as to why the Member should not be removed; and

10.6.5. allow the Member's representative to make those representations in person at that meeting, if the Member so chooses.

10.7. Annual Contribution

10.7.1. The CIO requires Members to pay an annual contribution fee to the CIO, the sum of which shall be determined (from time to time) by the CIO at a general meeting of the Members.

10.7.2. If a Member is unable to pay the annual contribution fee which is due from it the Member may appeal to the Charity Trustees who may, at their discretion, agree to either a reduced amount being paid or the fee being waived entirely.

10.7.3. Contributions shall be paid on such dates and in such manner as the Charity Trustees may decide.

11. Members' decisions

11.1. General provisions

Except for those decisions that must be taken in a particular way as indicated in clause 11.4, decisions of the Members may be taken either by vote at a general

meeting as provided in clause 11.2 or by written resolution as provided in clause 11.3.

11.2. Taking ordinary decisions by vote

Subject to clause 11.4, any decision of the Members may be taken by means of a resolution at a general meeting. Such a resolution may be passed by a simple majority of votes cast at the meeting.

11.3. Taking ordinary decisions by written resolution without a general meeting

11.3.1. Subject to clause 11.4 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 shall be effective, provided that:

11.3.1.1. a copy of the proposed resolution has been sent to all the Members eligible to vote; and

11.3.1.2. a simple majority of the Members have signified their agreement to the resolution in a document or documents which are received at the principal office within the period of 28 days beginning with the circulation date. The document signifying a Member's agreement must be authenticated by execution according to a Member's usual or in such other manner as the CIO has specified.

11.3.2. The resolution in writing may comprise several copies to which one or more Members have signified their agreement.

11.3.3. Eligibility to vote on the resolution is limited to Members who are Members on the date when the proposal is first circulated in accordance with clause 11.3.1.

11.3.4. Not less than 10% of the Members may request the Charity Trustees to make a proposal for decision by the Members.

11.3.5. The Charity Trustees must within 28 days of receiving such a request comply with it if:

11.3.5.1. the proposal is not frivolous or vexatious and does not involve the publication of defamatory material;

11.3.5.2. the proposal is stated with sufficient clarity to enable effect to be given to it if it is agreed by the Members; and

11.3.5.3. effect can lawfully be given to the proposal if it is so agreed.

11.3.6. Clauses 11.3.1 to 11.3.3 apply to a proposal made at the request of the Members.

11.4. Decisions that must be taken in a particular way

11.4.1. Any decision to approve an applicant for membership or remove an organisation from membership must be taken by a majority of at least two-thirds of the Members present and voting at a general meeting.

11.4.2. Any decision to remove a Charity Trustee must be taken in accordance with clause 16.2.

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

11.4.4. Any decision to wind up or dissolve the CIO must be taken in accordance with clause 29 (Voluntary winding up or dissolution).

11.4.5. Any decision to amalgamate or transfer the undertaking of the CIO to one or more other charitable incorporated organisations must be taken in accordance with the provisions of the Charities Act 2011.

12. General meetings of Members

12.1. Types of general meeting

12.1.1. There must be an Annual General Meeting (“AGM”) of the Members. The first AGM must be held within 18 months of the registration of the CIO and subsequent AGMs must be held at intervals of no more than 15 months. The AGM must receive the annual statement of accounts

(duly audited or examined where applicable) and the Charity Trustees' annual report.

12.1.2. Other general meetings of the Members may be held at any time.

12.1.3. All general meetings must be held in accordance with the following provisions.

12.2. Calling general meetings

The Charity Trustees:

12.2.1. must call the AGM in accordance with clause 12.1.1 and identify it as such in the notice of the meeting; and

12.2.2. may call any other general meeting of the Members at any time.

12.3. The Charity Trustees must, within 28 days, call a general meeting of the Members if:

12.3.1. they receive a request to do so from at least 10% of the Members; and

12.3.2. 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.

12.4. If, at the time of any such request from the Members there has been no general meeting of the Members for more than 12 months, then clause 12.3.1 shall have effect as if 5% were substituted for 10%.

12.5. Any such request may include particulars of a resolution that may properly be proposed and is intended to be proposed at the meeting.

12.6. A resolution may only properly be proposed if it is lawful and is not defamatory, frivolous or vexatious.

12.7. Any general meeting called by the Charity Trustees at the request of the Members must be held within 28 days from the date on which it is called.

12.8. If the Charity Trustees fail to comply with this obligation to call a general meeting at the request of the Members then the Members who requested the meeting may themselves call a general meeting.

12.9. A general meeting called in accordance with clause 12.8 must be held no more than 3 months after the date on which the Members first requested the meeting.

12.10. The CIO must reimburse any reasonable expenses incurred by the Members calling a general meeting by reason of the failure of the Charity Trustees to duly call the meeting but the CIO shall be entitled to be indemnified by the Charity Trustees who were responsible for such failure.

12.11. Notice of general meetings

12.11.1. The Charity Trustees or, as the case may be, the relevant Members must give at least 28 days' notice of any general meeting to all of the Members and to any Charity Trustees who are not Members. This clause does not apply 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.

12.11.2. If it is agreed by not less than 90% of all Members, any resolution may be proposed and passed at the meeting even though the requirements of clause 12.11.1 have not been met.

12.11.3. The notice of any general meeting must:

12.11.3.1. state the time and date of the meeting;

12.11.3.2. give the address at which the meeting is to take place;

12.11.3.3. 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;

12.11.3.4. if a proposal to alter this Constitution is to be considered at the meeting, include the text of the proposed alteration; and

12.11.3.5. include, with the notice for the AGM, the annual statement of accounts and Charity Trustees' annual report, or where allowed under clause 22 (Use of electronic communication), details of where the information may be found on the CIO's website.

12.11.4. Proof that an envelope containing a notice was properly address, 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.

12.11.5. 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 an accidental omission by the CIO.

12.12. Chairing of general meetings

The person nominated as chair by the Charity Trustees under clause 19.2 (Officers), shall, if present at the general meeting and willing to act, preside as chair of the meeting. Subject to that, the Members who are present at a general meeting shall elect a chair to preside at the meeting.

12.13. Quorum at general meetings

12.13.1. No business may be transacted at any general meeting of the Members unless a quorum is present when the meeting starts.

12.13.2. Subject to the following provisions, the quorum for general meetings shall be one-third of the total number of Members (rounded to the nearest whole number). An organisation represented by a person present at the meeting in accordance with clause 12.16 is counted as being present in person.

12.13.3. If the meeting has been called by or at the request of the Members and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the meeting is closed.

12.13.4. If the meeting has been called in any other way and a quorum is not present within 15 minutes at 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 or be notified to the Members at least seven days before the date on which it will resume.

12.13.5. 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.

12.13.6. If at any time during the meeting a quorum ceases to be present, the meeting may discuss issues and make recommendations to the Charity Trustees but may not make any decisions. If decisions are required which must be made by a meeting of the Members, the meeting must be adjourned.

12.14. Voting at general meetings

12.14.1. Any decision other than one falling within clause 11.4 (Decisions that must be taken in a particular way) shall be taken by a simple majority of votes cast at the meeting. Every Member has one vote.

12.14.2. 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. A poll may be demanded by the chair or by at least 10% of the Members present in person or by proxy at the meeting.

12.14.3. A poll demanded on the election of a person to chair the meeting or on a question of adjournment must be taken immediately. A poll on any other matter shall be taken and the result of the poll shall be announced in such manner as the chair of the meeting shall decide provided that the poll must be taken, and the result of the poll announced within 30 days of the demand for the poll.

12.14.4. A poll may be taken:

12.14.4.1. at the meeting at which it was demanded; or

12.14.4.2.at some other time and place specified by the chair; or

12.14.4.3.through the use of postal or electronic communications.

12.14.5. In the event of any 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.

12.14.6. 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.

12.15. 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.

13. Charity Trustees

13.1. Functions and duties of Charity Trustees

The Charity 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 Charity Trustee:

13.1.1. to exercise his or her powers and to perform his or her functions in his or her capacity as a Charity Trustee in the way he or she decides in good faith would be most likely to further the purposes of the CIO; and

13.1.2. to exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to:

13.1.2.1. any special knowledge or experience that he or she has or holds himself or herself out as having; and

13.1.2.2. if he or she acts as a Charity Trustee in the course of a business or profession 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.

13.2. Eligibility for trusteeship

13.2.1. Every Charity Trustee must be a natural person.

13.2.2. No individual may be appointed as a Charity Trustee unless he or she:

13.2.2.1. is at least 18 years old;

13.2.2.2. is appointed pursuant to Clause 14.1; and

13.2.2.3. would not automatically cease to hold office under the provisions of clause 16.

13.2.3. No one is entitled to act as a Charity Trustee whether on appointment or on any re-appointment until he or she has expressly acknowledged in whatever way the Charity Trustees decide his or her acceptance of the office of Charity Trustee.

13.3. Number of Charity Trustees

13.3.1. There must always be at least three Charity Trustees. If the number falls below this minimum the remaining Charity Trustee or Charity Trustees may act only to call a meeting of the Charity Trustees or procure the appointment of a new Charity Trustee under clause 14.

13.3.2. There is no maximum number of Charity Trustees that may be appointed.

13.4. Initial Charity Trustees

The initial Charity Trustees are:

13.4.1. Bruno Ciceri;

13.4.2. Bernt Rijk Koning;

13.4.3. Jaakko Laasio;

13.4.4. Heike Proske;

- 13.4.5. Stuart Rivers;
- 13.4.6. Douglas Stevenson;
- 13.4.7. Lesley Warrick; and
- 13.4.8. Andrew Wright.

14. Appointment of Charity Trustees

14.1. The appointing bodies (being those organisations listed in the Schedule to this Constitution) together with up to two additional Members as are determined by the Members at an Annual General Meeting shall each appoint one person to be a Charity Trustee.

14.2. Any appointment must be made at a meeting held according to the ordinary practice of the appointing body.

14.3. The appointment will be effective from the later of:

- 14.3.1. the date of the vacancy; or
- 14.3.2. the date on which the CIO is informed of the appointment.

14.4. In selecting an individual for appointment as a Charity Trustee, the Member organisation must have regard to the skills, knowledge and experience needed for the effective administration of the CIO.

15. Information for new Charity Trustees

The Charity Trustees will make available to each new Charity Trustee on or before his or her first appointment a copy of this Constitution (and any amendments made to it) and a copy of the CIO's latest Charity Trustees' annual report and statement of accounts.

16. Retirement and removal of Charity Trustees

16.1. A Charity Trustee ceases to hold office if:

- 16.1.1. he or she is removed and replaced by the appointing body or the Member which appointed him/her as a Charity Trustee in accordance with clause 14.1;

16.1.2. he or she resigns by notifying the CIO in writing but only if enough Charity Trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings;

16.1.3. he or she in the reasonable opinion of the other Charity Trustees, becomes incapable of fulfilling his or her duties and responsibilities as a Charity Trustee because of illness or injury and the other Charity Trustees resolve that he or she be removed as a Charity Trustee;

16.1.4. is removed by the Members in accordance with clause 16.2;

16.1.5. is disqualified from acting as a Charity Trustee by virtue of section 178-180 of the Charities Act 2011; or

16.1.6. he or she dies.

16.2. A Charity Trustee shall be removed from office if a resolution to remove that Charity Trustee is proposed at a general meeting of the Members called for that purpose and properly convened in accordance with clause 12 and the resolution is passed by a two-thirds majority of votes cast at the meeting.

16.3. A resolution to remove a Charity Trustee in accordance with clause 16.2 shall not take effect unless the individual concerned has been given at least 28 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.

16.4. If a Charity Trustee is required to retire at a meeting of the Members by a provision in this Constitution, then the retirement shall take effect at the conclusion of the meeting.

17. Taking of decision by Charity Trustees

17.1. Any decision of the Charity Trustees may be taken either:

17.1.1. at a meeting of the Charity Trustees; or

17.1.2. by resolution in writing or electronic form agreed by all of the Charity Trustees, which may comprise either a single document or several documents containing the text of the resolution in like form to each of which one or more Charity Trustees have signified their agreement.

18. Delegation by Charity Trustees

18.1. The Charity Trustees may delegate any of their powers or functions to a committee or committees and, if they do, they shall 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.

18.2. This power is in addition to the power of delegation in the General Regulations and any other power of delegation available to the Charity Trustees but is subject to the following requirements:

18.2.1. a committee may consist of two or more persons but at least one member of each committee must be a Charity Trustee;

18.2.2. the acts and proceedings of any committee must be brought to the attention of the Charity Trustees as a whole as soon as is reasonably practicable; and

18.2.3. the Charity Trustees shall from time to time review the arrangements which they have made for the delegation of their powers.

19. Meeting of Charity Trustees

19.1. Calling meetings

19.1.1. There must be at least two meetings of the Charity Trustees each calendar year.

19.1.2. Any Charity Trustee may call a meeting of the Charity Trustees.

19.1.3. Subject to clause 19.1.1 the Charity Trustees shall decide how their meetings are to be called and what notice is required.

19.2. Officers

19.2.1. The Charity Trustees shall appoint from their number a Chairperson, Vice Chairperson, Treasurer and such other honorary officers as the Charity Trustees may from time to time decide.

19.2.2. The term of the Chairperson shall be two years or until a successor is appointed. The other honorary officers shall hold office for such periods as the Charity Trustees shall decide.

19.2.3. The Charity Trustees may at any time revoke the appointment of the honorary officers including the Chairperson.

19.3. Procedure at meetings

19.3.1. No decision shall be taken at a meeting of the Charity Trustees unless a quorum is present at the time when the decision is taken. The quorum is one-half of the total number of Charity Trustees (rounded up to the nearest whole number). A Charity 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.

19.3.2. Questions arising at a meeting shall be decided by a majority of those eligible to vote.

19.3.3. If the Chairperson or in his or her absence, the Vice Chairperson is unwilling to preside or is not present within 10 minutes after the time of the meeting, the Charity Trustees present may appoint one of their number to chair that meeting.

19.3.4. In the case of any equality of votes, the chair shall have a second or casting vote.

19.4. Participation in meetings by electronic means

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

19.4.2. Any Charity Trustee participating at a meeting by suitable electronic means agreed by the Charity Trustees in which a participant or

participants may communicate with all the other participants shall qualify as being present at the meeting.

19.4.3. Meetings held by electronic means must comply with rules for meetings including chairing and the taking of minutes.

19.5. Observers

19.5.1. Subject to clauses 19.5.3 and 19.5.4, the Charity Trustees may allow individuals who are not Charity Trustees to attend meetings of the Charity Trustees as observers on whatever terms the Charity Trustee decide.

19.5.2. Observers may not vote but may take part in discussions with the prior consent of the chair.

19.5.3. The Charity Trustees must exclude such observers from any part of the meeting of the Charity Trustees where the Charity Trustees consider the business is confidential.

19.5.4. The Charity Trustees must exclude an observer from any meeting of the Charity Trustees at which a possible personal benefit to him or her is being considered.

20. Saving provisions

20.1. Subject to clause 20.2, all decisions of the Charity Trustees or of a committee of Charity Trustees shall be valid notwithstanding the participation in any vote of a Charity Trustee:

20.1.1. who was disqualified from holding office;

20.1.2. who had previously retired or who had been obliged by the Constitution to vacate office; or

20.1.3. who was not entitled to vote on the matter, whether by reason of a conflict or otherwise if, without the vote of that Charity Trustee and that Charity Trustee being counted in the quorum, the decision has been made by a majority of the Charity Trustees at a quorate meeting.

20.2. Clause 20.1 does not permit a Charity Trustee to keep any benefit that may be conferred upon him or her by a resolution of the Charity Trustees or of a committee of Charity Trustees it, but for clause 20.1, the resolution would have been void, or if the Charity Trustee has not complied with clause 8 (Conflicts of interest and conflicts of loyalty).

21. Execution of documents

21.1. The CIO shall execute documents by signature.

21.2. A document which needs to be executed by the Charity Trustees is validly executed by signature if it is signed by at least two of the Charity Trustees.

22. Use of electronic communications General

22.1. The CIO will comply with the requirements of the Communications Provisions and in particular:

22.1.1. 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; and

22.1.2. any requirements to provide information to the Charity Commission in a particular form or manner.

22.2. Any Member or Charity Trustee may communicate electronically with the CIO to an address specified by the CIO for the purpose so long as the communication is authenticated in a manner which is satisfactory to the CIO.

22.3. The CIO may, subject to compliance with any legal requirements, by means of publication on its website:

22.3.1. provide the Members with the notice of their meeting in accordance with clause 12.11 (Notice of general meetings);

22.3.2. give Charity Trustees notice of their meetings in accordance with clause 19.1 (Calling meetings); and

22.3.3. submit any proposal to the Members or Charity Trustees for decision by written resolution or postal vote in accordance with the CIO's powers.

22.4. The Charity Trustees must:

22.4.1. take reasonable steps to ensure that Members and Charity Trustees are promptly notified of the publication of any such notice or proposal; and

22.4.2. send any such notice or proposal in hard copy form to any Member or Charity Trustee who has not consented to receive communications in electronic form.

23. Keeping of registers

The CIO must comply with its obligations under the General Regulations in relation to the keeping of and provisions of access to registers of its Members and Charity Trustees.

24. Minutes

The Charity Trustees must keep minutes of all:

24.1. appointments of officers made by the Charity Trustees;

24.2. proceedings at general meetings of the CIO;

24.3. meetings of the Charity Trustees and committees of Charity Trustees including:

24.3.1. the names of the Charity Trustees present at the meeting;

24.3.2. the decisions made at the meetings; and

24.3.3. where appropriate the reasons for decisions; and

24.3.4. decisions made by the Charity Trustees otherwise than in meetings.

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

25.1. The Charity 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 Charity Commission regardless of the income of the CIO within 10 months of the financial year end.

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

26. Rules

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

27. Disputes

If a dispute arises between Members about the validity or propriety of anything else 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

28.1. As provided by section 224 – 227 of the Charities Act 2011 this Constitution can only be amended by a resolution:

28.1.1. agreed in writing by all members of the CIO; or

28.1.2. passed by a 75% majority of those voting at a general meeting of the Members called in accordance with clause 12 (General meetings of members)

28.2. Any alteration of clause 4 (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 Charity Trustees or Members or persons connected with them, requires the prior written consent of the Charity Commission.

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

28.4. A copy of a every resolution amending the Constitution, together with a copy of the CIO's Constitution as amended must be sent to the Charity 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 on the central Register of Charities.

29. Voluntary winding up or dissolution

29.1. 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:

29.1.1. at a general meeting of the Members called in accordance with clause 12 (General meetings of Members), of which not less than 28 days' notice has been given to those eligible to attend and vote:

29.1.1.1. by a resolution passed by a 75% majority of those voting; or

29.1.1.2. 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

29.1.2. by a resolution agreed in writing by all Members.

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

29.2.1. 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.

29.2.2. If the resolution does not contain such a provision as required by Clause 29.2.1 the Charity Trustees must decide how any remaining assets of the CIO shall be applied.

29.2.3. In either case the remaining assets must be applied for charitable purposes the same as or similar to those of the CIO's Objects.

29.3. The CIO must observe the requirements of the Dissolution Regulations in applying to the Charity Commission for the CIO to be removed from the central Register of Charities and in particular:

29.3.1. the Charity Trustees must send with their application to the Charity Commission:

29.3.1.1. a copy of the resolution passed by the Members;

29.3.1.2. a declaration by the Charity Trustees that any debts and other liabilities of the CIO have been settled or otherwise provided for in full; and

29.3.1.3. a statement by the Charity 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; and

29.3.2. the Charity Trustees must ensure that a copy of the application is sent within seven days to every Member and employee of the CIO and to any Charity Trustee who was not privy to the application.

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

SCHEDULE

Appointing Bodies

1. Stella Maris
2. Sailors' Society
3. Deutsche Seemannsmission
4. Nederlandse Zeevarenden Centrale
5. The member organisations that participate in the so-called 'Nordic Council of Seamen's Churches'
6. North American Maritime Ministry Association
7. The Mission to Seafarers
8. The Seamen's Church Institute