

# THE FRIENDS OF KENNINGTON PARK

Date of constitution: March 2020

## 1. Name

The name of the Charitable Incorporated Organisation is **The Friends of Kennington Park ("FOKP")**

## 2. National location of principal office

The principal office of FOKP is in England.

## 3. Object

The object of the CIO is for the benefit of the inhabitants of South London ("the area of benefit"), to provide or assist in the provision of facilities for recreation and other leisure time occupation in the interests of social welfare with the object of improving the conditions of life for the inhabitants of the area of benefit in particular by supporting the preservation, conservation, improvement and protection of Kennington Park.

## 4. Powers

FOKP has power to do anything which is calculated to further its objects or is conducive or incidental to doing so. In particular, FOKP's powers include power to:

- (1) borrow money and to charge the whole or any part of its property as security<sup>1</sup> for the repayment of the money borrowed;
- (2) buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- (3) sell, lease or otherwise dispose of all or any part of the property belonging to FOKP<sup>2</sup>;
- (4) employ and remunerate such staff as are necessary for carrying out the work of FOKP but not a trustee except as permitted by clause 6;
- (5) deposit or invest funds, employ a professional fund-manager, and arrange for the investments or other property of FOKP to be held in the name of a nominee, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000.

## 5. Application of income and property

- (1) The income and property of FOKP must be applied solely towards the promotion of the objects.
- (2) None of the income or property of FOKP may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of FOKP.
- (3) Nothing in this clause shall prevent:
  - (a) A trustee being reimbursed for reasonable expenses properly incurred by him or her when acting on behalf of FOKP;

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<sup>1</sup> Subject to ss124 and 125 Charities Act 2011

<sup>2</sup> Subject to ss117 and 119 - 123 Charities Act 2011

- (b) A trustee benefiting from trustee indemnity insurance cover purchased at FOKP's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011;
- (c) a member or trustee receiving reasonable and proper remuneration for any goods or services supplied to FOKP (subject in the case of a trustee to compliance with clause 6); or
- (d) a member or trustee enjoying the Park or participating in events organised by FOKP.

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

### **(1) General provisions**

No trustee or connected person may:

- (a) buy or receive any goods or services from FOKP on terms preferential to those applicable to members of the public;
- (b) sell goods, services, or any interest in land to FOKP;
- (c) be employed by, or receive any remuneration from, FOKP
- (d) receive any other financial benefit from FOKP;

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

### **(2) Scope and powers permitting trustees' or connected persons' benefits**

- (a) A trustee or connected person may receive a direct benefit from FOKP as a beneficiary of FOKP provided that a majority of the trustees do not benefit in this way.
- (b) A trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to FOKP where that is permitted in accordance with, and subject to the conditions in, section 185 to 188 of the Charities Act 2011.
- (c) Subject to sub-clause (3) of this clause a trustee or connected person may provide FOKP with goods that are not supplied in connection with services provided to FOKP by the trustee or connected person.
- (d) A trustee or connected person may receive interest on money lent to FOKP at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- (e) A trustee or connected person may receive rent for premises let by the trustee or connected person to FOKP. The amount of the rent and the other terms of the lease must be reasonable and proper.
- (f) The trustee concerned must withdraw from any meeting at which any transaction between FOKP and the trustee is under discussion.
- (g) A trustee or connected person may take part in the normal trading and fundraising activities of FOKP on the same terms as members of the public.

### **(3) Payment for supply of goods only – controls**

FOKP and its trustees may only rely upon the authority provided by sub-clause (2)(c) of this clause if each of the following conditions is satisfied:

- (a) The amount or maximum amount of the payment for the goods is set out in a written agreement between FOKP and the trustee or connected person supplying the goods ("the supplier").

- (b) The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
- (c) The other trustees are satisfied that it is in the best interests of FOKP to contract with the supplier rather than with someone who is not a trustee or connected person. In reaching that decision the trustees must balance the advantage of contracting with a trustee or connected person against the disadvantages of doing so.
- (d) The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to FOKP.
- (e) The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of trustees is present at the meeting.
- (f) The reason for their decision is recorded by the trustees in the minutes.
- (g) A majority of the trustees then in office are not in receipt of remuneration or payments authorised by clause 6.

**(4)** In sub-clauses (2) and (3) of this clause:

- (a) "FOKP" includes any company in which FOKP:
  - (i) holds more than 50% of the shares; or
  - (ii) controls more than 50% of the voting rights attached to the shares; or
  - (iii) has the right to appoint one or more directors to the board of the company;
- (b) "connected person" includes any person within the definition set out in clause 29 (Interpretation);

## **7. Conflicts of interest and conflicts of loyalty**

A trustee must:

- (1) declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with FOKP or in any transaction or arrangement entered into by FOKP which has not previously been declared; and
- (2) 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 FOKP and any personal interest (including but not limited to any financial interest).

Any trustee absenting himself or herself from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the trustees on the matter.

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

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

## **9. Membership of FOKP**

### **(1) Admission of new members**

**(a) Eligibility:** Membership of FOKP is open to any individual who is interested in furthering its purposes, and who, by applying for membership, has indicated his, her or its agreement to become a member and acceptance of the duty of

members set out in sub-clause (3) of this clause. A member may be an individual, a corporate body, or an individual or corporate body representing an organisation which is not incorporated.

**(b) Admission procedure:** The trustees:

- (i) may require applications for membership to be made in any reasonable way that they decide;
- (ii) shall, grant membership automatically provided on completion of a correct enrolment form and receipt of all membership fees;
- (iii) may refuse an application for membership if they believe that it is in the best interests of FOKP for them to do so;
- (iv) shall, if they decide to refuse an application for membership, give the applicant their reasons for doing so, within 21 days of the decision being taken, and give the applicant the opportunity to appeal against the refusal; and
- (v) shall give fair consideration to any such appeal, and shall inform the applicant of their decision, but any decision to confirm refusal of the application for membership shall be final.

## **(2) Transfer of membership**

Membership of FOKP cannot be transferred.

## **(3) Duty of members**

It is the duty of each member of FOKP to exercise the powers as a member of FOKP in good faith and in ways which would be most likely to further the purposes of FOKP.

## **(4) Termination of membership**

- (a) Membership of FOKP comes to an end if:
  - (i) the member dies or, in the case of an organisation (or the representative of an organisation) that organisation ceases to exist; or
  - (ii) the member sends a notice of resignation to the trustees; or
  - (iii) any sum of money owed by the member to FOKP is not paid in full within three months of its falling due; or
  - (iv) the trustees decide that it is in the best interests of FOKP that the member in question should be removed from membership and pass a resolution to that effect.
- (b) Before the trustees take any decision to remove someone from membership of FOKP they must:
  - (i) inform the member of the reasons why it is proposed to remove him, her or it from membership;
  - (ii) give the member at least 21 clear days' notice in which to make representations to the trustees as to why he, she or it should not be removed from membership;
  - (iii) at a duly constituted meeting of the trustees, consider whether or not the member should be removed from membership;
  - (iv) consider at that meeting any representations which the member makes as to why the member should not be removed; and
  - (v) allow the member, or the member's representative, to make those representations in person at that meeting, if the member so chooses.

## **(5) Membership fees**

FOKP may require members to pay reasonable membership fees to FOKP.

# **10. Members' decisions**

## **(1) General provisions**

Except for those decisions that must be taken in a particular way as indicated in sub-clause (4) of this clause, decisions of the members of FOKP may be taken either by vote

at a general meeting as provided in sub-clause (2) of this clause or by written resolution as provided in sub-clause (3) of this clause.

**(2) Taking ordinary decisions by vote**

Subject to sub-clause (4) of this clause, any decision of the members of FOKP 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.

**(3) Taking ordinary decisions by written resolution without a general meeting**

(a) Subject to sub-clause (4) of this clause, 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:

(i) a copy of the proposed resolution has been sent to all the members eligible to vote; and

(ii) a simple majority of members has signified its 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 their signature (or in the case of an organisation which is a member, by execution according to its usual procedure), by a statement of their identity accompanying the document, or in such other manner as FOKP has specified.

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

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

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

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

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

(c) Any decision to wind up or dissolve FOKP must be taken in accordance with clause 29.

(d) Any decision to amalgamate or transfer the undertaking of FOKP to one or more other charities must be taken in accordance with the provisions of the Charities Act 2011.

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

**(1) Types of general meeting**

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

Other general meetings of the members of FOKP may be held at any time.

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

**(2) Calling general meetings**

(a) The trustees:

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

(ii) may call any other general meeting of the members at any time.

- (b) The trustees must, within 21 days, call a general meeting of the members of FOKP if:
- (i) they receive a request to do so from at least 10% of the members of FOKP; and
  - (ii) the request states the general nature of the business to be dealt with at the meeting and is authenticated by the member(s) making the request.
- (c) If, at the time of any such request, there has not been any general meeting of the members of FOKP for more than 12 months, then sub-clause (b)(i) of this clause shall have effect as if 5% were substituted for 10%.
- (d) Any such request may include particulars of a resolution that may properly be proposed, and is intended to be proposed, at the meeting.
- (e) A resolution may only be proposed if it is lawful and is not defamatory, frivolous or vexatious.
- (f) Any general meeting called by the trustees at the request of the members of FOKP must be held within 28 days from the date on which it is called.
- (g) If the trustees fail to comply with this obligation to call a general meeting at the request of its members, then the members who requested the meeting may themselves call a general meeting.
- (h) A general meeting called in this way must be held not more than 3 months after the date when the members first requested the meeting.
- (i) FOKP must reimburse any reasonable expenses incurred by the members calling a general meeting by reason of a failure of the trustees to call the meeting, but FOKP shall be entitled to be indemnified by the trustees who were responsible for such failure.

### **(3) Notice of general meetings**

- (a) The trustees must give at least 14 clear days' notice of any general meeting to all of the members, and to any trustee of FOKP who is not a member.
- (b) If it is agreed supported by a simple majority in attendance and objected to by less than 10% of those members in attendance, any resolution may be proposed and passed at the meeting even though the requirements of sub-clause (3) (a) of this clause have not been met. This sub-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.
- (c) The notice of any general meeting must:
- (i) state the time and date of the meeting;
  - (ii) give the address at which the meeting is to take place;
  - (iii) give particulars of any resolution which is to be moved at the meeting, and of the general nature of any other business to be dealt with at the meeting; and
  - (iv) if a proposal to alter the constitution of FOKP is to be considered at the meeting, include the text of the proposed alteration;
  - (v) include, with the notice for the AGM, the annual statement of accounts and trustees' annual report, details of persons standing for election or re- election as trustee, or where allowed under clause 22 (Use of electronic communication), details of where the information may be found on FOKP's website.
- (d) Proof that an envelope containing a notice was properly addressed, prepaid and posted; or that an electronic form of notice was properly addressed and sent, shall be conclusive evidence that the notice was given. Notice shall be deemed to be given 48 hours after it was posted or sent.
- (e) The proceedings of a meeting shall not be invalidated because a member who was entitled to receive notice of the meeting did not receive it because of accidental omission by FOKP.

### **(4) Chairing of general meetings**

The person nominated as chair by the trustees under clause 19(2) (Chairing of meetings), shall, if present at the general meeting and willing to act, preside as chair of the meeting. Subject to that, the members of FOKP who are present at a general meeting shall elect a chair to preside at the meeting.

**(5) Quorum at general meetings**

(a) No business may be transacted at any general meeting of the members of FOKP unless a quorum is present when the meeting starts.

(b) Subject to the following provisions, the quorum for general meetings shall be and two Trustees and 10 members or 10% of the total membership (in either case excluding corporate members) whichever is the lower. An organisation represented by a person present at the meeting in accordance with sub-clause (7) of this clause, is counted as being present in person.

(d) If the meeting has been called at the request of the members or in any other way and 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 or be notified to the FOKP's members at least seven clear days before the date on which it will resume.

(e) If at any time during the meeting a quorum ceases to be present, the meeting may discuss issues and make recommendations to the 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.

**(6) Voting at general meetings**

(a) Any decision other than one falling within clause 10(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.

(b) A resolution put to the vote of a meeting shall be decided on a show of hands.

(c) In the event of an equality of votes, the chair of the meeting shall have a second, or casting vote.

(d) 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.

**(7) Representation of organisations and corporate members**

An organisation or a corporate body that is a member of FOKP may, in accordance with its usual decision-making process, authorise a person to act as its representative at any general meeting of the FOKP. The representative is entitled to exercise the same powers on behalf of the organisation or corporate body as the organisation or corporate body could exercise as an individual member of the FOKP.

**(8) 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.

## **12. Trustees**

**(1) Functions and duties of trustees**

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

(a) to exercise his or her powers and to perform his or her functions as a trustee of FOKP in the way he or she decides in good faith would be most likely to further the purposes of FOKP; and

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

- (i) any special knowledge or experience that he or she has or holds himself or herself out as having; and
- (ii) if he or she acts as a trustee of FOKP in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.

**(2) Eligibility for trusteeship**

- (a) Every trustee must be a natural person.
- (b) No one may be appointed as a trustee:
  - if he or she is under the age of 18 years; or
  - if he or she would automatically cease to hold office under the provisions of clause 15(1)(f).
- (c) No one is entitled to act as a trustee whether on appointment or on any re-appointment until he or she has expressly acknowledged, in whatever way the trustees decide, his or her acceptance of the office of trustee.

**(3) Number of trustees**

- (a) There 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.
- (b) The maximum number of trustees is 12. The trustees may not appoint any trustee if as a result the number of trustees would exceed the maximum.

**(4) First trustees**

The first trustees of the FOKP are –

Adam Blacklay  
Marietta Crichton Stuart  
Colin Hunte  
Rita Sammons  
Marnie Searchwell  
Nikki Smiton  
Rachel Williams

## **13. Appointment of trustees**

- (1) At every annual general meeting of the members of the FOKP, after April 2021, one-third of the trustees shall retire from office. If the number of trustees is not three or a multiple of three, then the number nearest to one-third shall retire from office;
- (2) The trustees to retire by rotation shall be those who have been longest in office since their last appointment or reappointment. If any trustees were last appointed or reappointed on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot;
- (3) The vacancies so arising may be filled by the decision of the members at the annual general meeting;
- (5) The trustees may appoint up to two additional trustees, provided that the limit specified in clause 12(3) on the number of trustees would not as a result be exceeded;
- (6) A person so appointed by the members of the FOKP shall retire in accordance with the provisions of sub-clauses (2) and (3) of this clause. A person so appointed by the trustees shall retire at the conclusion of the next annual general meeting after the date of his or her appointment, and shall not be counted for the purpose of determining which of the trustees is to retire by rotation at that meeting.

## **14. Information for new trustees**



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

- (a) a copy of this constitution and any amendments made to it; and
- (b) a copy of FOKP's latest trustees' annual report and statement of accounts.

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

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

- (a) retires by notifying FOKP in writing (but only if enough trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings);
  - (b) is absent without the permission of the trustees from all their meetings held within a period of six months and the trustees resolve that his or her office be vacated; (c) dies;
  - (d) has, in a written opinion given to FOKP by a registered medical practitioner treating that person, become physically or mentally incapable of acting as a director or trustee of FOKP and is likely to remain so for more than three months;
  - (e) is removed by the members of the FOKP in accordance with sub-clause (2) of this clause; or
  - (f) is disqualified from acting as a charity trustee by virtue of section 178-180 of the Charities Act 2011.
- (g) Is an undischarged bankrupt or has a criminal record of a nature which would render them unsuitable for involvement in a CIO

(2) A trustee shall be removed from office if a resolution to remove that trustee is proposed at a general meeting of the members called for that purpose and properly convened in accordance with clause 11, and the resolution is passed by a two-thirds majority of votes cast at the meeting.

(3) A resolution to remove a trustee in accordance with this clause shall not take effect unless the individual concerned has been given at least 14 clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been given a reasonable opportunity of making oral and/or written representations to the members of FOKP.

## **16. Reappointment of trustees**

Any person who retires as a trustee by rotation or by giving notice to FOKP is eligible for reappointment provided that they have not served 3 consecutive terms. In exceptional circumstances this requirement may be waived subject to the agreement of the majority of trustees

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

Any decision may be taken either:

- at a meeting of the trustees; or
- by resolution in writing or electronic form agreed by all of the 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 trustees has signified their agreement.

## **18. Delegation by trustees**

(1) The trustees may delegate any of their powers or functions to a committee or committees, and, if they do, they must determine the terms and conditions on which the

delegation is made. The trustees may at any time alter those terms and conditions or revoke the delegation.

**(2)** This power is in addition to the power of delegation in the General Regulations and any other power of delegation available to the trustees, but is subject to the following requirements -

- (a) a committee may consist of two or more persons, but at least one member of each committee must be a trustee;
- (b) the acts and proceedings of any committee must be brought to the attention of the trustees as a whole as soon as is reasonably practicable; and
- (c) the trustees shall from time to time review the arrangements which they have made for the delegation of their powers.

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

### **(1) Calling meetings**

- (a) Any trustee may call a meeting of the trustees.
- (b) Trustees must hold at least three meetings each year.
- (c) Subject to that, the trustees shall decide how their meetings are to be called, and what notice is required.

### **(2) Chairing of meetings**

The trustees may appoint one of their number to chair their meetings and may at any time revoke such appointment. If no-one has been so appointed, or if the person appointed is unwilling to preside or is not present within 10 minutes after the time of the meeting, the trustees present may appoint one of their number to chair that meeting.

### **(3) Procedure at meetings**

- (a) No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken. The quorum is three trustees. A trustee shall not be counted in the quorum present when any decision is made about a matter upon which he or she is not entitled to vote.
- (b) Questions arising at a meeting shall be decided by a majority of those eligible to vote.
- (c) In the case of an equality of votes, the chair shall have a second or casting vote.

### **(4) Participation in meetings by electronic means**

- (a) A meeting may be held by suitable electronic means agreed by the trustees in which each participant may communicate with all the other participants.
- (b) Any trustee participating at a meeting by suitable electronic means agreed by the trustees in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting.
- (c) Meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes.

## **20. Saving provisions**

**(1)** Subject to sub-clause (2) of this clause, all decisions of the trustees, or of a committee of trustees, shall be valid notwithstanding the participation in any vote of a trustee:

- who was disqualified from holding office;
- who had previously retired or who had been obliged by the constitution to vacate office;

- who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise;

if, without the vote of that trustee and that trustee being counted in the quorum, the decision has been made by a majority of the trustees at a quorate meeting.

**(2)** Sub-clause (1) of this clause does not permit a trustee to keep any benefit that may be conferred upon him or her by a resolution of the trustees or of a committee of trustees if, but for clause (1), the resolution would have been void, or if the trustee has not complied with clause 7 (Conflicts of interest).

## **21. Execution of documents**

A document is validly executed by FOKP if it is signed by at least two of the trustees.

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

### **(1) General**

FOKP will comply with the requirements of the Communications Provisions in the General Regulations and in particular:

- (a) the requirement to provide within 21 days to any member on request a hard copy of any document or information sent to the member otherwise than in hard copy form;
- (b) any requirements to provide information to the Commission in a particular form or manner.

### **(2) To FOKP**

Any member or trustee of FOKP may communicate electronically with FOKP to an address specified by FOKP for the purpose, so long as the communication is authenticated in a manner which is satisfactory to FOKP.

### **(3) By FOKP**

- (a) Any member or trustee of FOKP, by providing FOKP with his or her email address or similar, is taken to have agreed to receive communications from FOKP in electronic form at that address.
- (b) The trustees may, subject to compliance with any legal requirements, by means of publication on its website –
  - (i) provide the members with the notice referred to in clause 11(3) (Notice of general meetings);
  - (ii) give trustees notice of their meetings in accordance with clause 19(1) (Calling meetings); and
  - (iii) submit any proposal to the members or trustees for decision by written resolution in accordance with the FOKP's powers under clauses 10 or 19.
- (c) The trustees must:
  - (i) take reasonable steps to ensure that members and trustees are promptly notified of the publication of any such notice or proposal;
  - (ii) send any such notice or proposal in hard copy form to any member or trustee who has not consented to receive communications in electronic form.

## **23. Keeping of Registers**

FOKP must comply with its obligations under the General Regulations in relation to the keeping of, and provision of access to, registers of its members and trustees.

## **24. Minutes**

The trustees must keep minutes of all:

- (1) appointments of officers made by the trustees;
- (2) proceedings at general meetings of FOKP;

- (3) meetings of the trustees and committees of trustees including:
  - the names of the trustees present at the meeting;
  - the decisions made at the meetings; and
  - where appropriate the reasons for the decisions;
- (4) decisions made by the trustees otherwise than in meetings.

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

- (1) The trustees must comply with the requirements of the Charities Act 2011 with regard to the keeping of accounting records, to the preparation and scrutiny of statements of accounts, and to the preparation of annual reports and returns. The statements of accounts, reports and returns must be sent to the Charity Commission, regardless of the income of FOKP, within 10 months of the financial year end.
- (2) The trustees must comply with their obligation to inform the Commission within 28 days of any change in the particulars of FOKP entered on the Central Register of Charities.

## **26. Rules**

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

## **27. Disputes**

If a dispute arises between members of FOKP about the validity or propriety of anything done by the members under this constitution, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

## **28. Amendment of constitution**

As provided by clauses 224-227 of the Charities Act 2011:

- (1) This constitution can only be amended:
  - (a) by resolution agreed in writing, including electronic communication, by all members of FOKP; or
  - (b) by a resolution passed by a 75% majority of votes cast at a general meeting of the members of FOKP.
- (2) Any alteration of clause 3 (Objects), clause 29 (Voluntary winding up or dissolution), this clause, or any provision where the alteration would provide authorisation for any benefit to be obtained by trustees or members of FOKP or persons connected with them, requires the prior written consent of the Charity Commission.
- (3) No amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid.
- (4) A copy of any resolution altering the constitution, together with a copy of FOKP's constitution as amended, must be sent to the Commission within 15 days from the date on which the resolution is passed. The amendment does not take effect until it has been recorded in the Register of Charities.

## **29. Voluntary winding up or dissolution**

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

- (a) at a general meeting of the members of FOKP called in accordance with clause 11 (Meetings of Members), of which not less than 14 days' notice has been given to those eligible to attend and vote:
  - (i) by a resolution passed by a 75% majority of those voting, or
  - (ii) by a resolution passed by decision taken without a vote and without any expression of dissent in response to the question put to the general meeting; or
- (b) by a resolution agreed in writing by all members of FOKP.

**(2)** Subject to the payment of all FOKP's debts;

- (a) Any resolution for the winding up of FOKP, or for the dissolution of FOKP without winding up, may contain a provision directing how any remaining assets of FOKP shall be applied.
- (b) If the resolution does not contain such a provision, the trustees must decide how any remaining assets of FOKP shall be applied.
- (c) In either case the remaining assets must be applied for charitable purposes the same as or similar to those of FOKP.

**(3)** FOKP must observe the requirements of the Dissolution Regulations in applying to the Commission for FOKP 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 FOKP;
  - (ii) a declaration by the trustees that any debts and other liabilities of FOKP 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 FOKP has been or is to be applied prior to its dissolution in accordance with this constitution;
- (b) the trustees must ensure that a copy of the application is sent within seven days to every member and employee of FOKP, and to any trustee of FOKP who was not privy to the application.

**(4)** If FOKP is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

### **30. Interpretation**

In this constitution:

**"connected person"** means:

- (a) a child, parent, grandchild, grandparent, brother or sister of the trustee;
- (b) the spouse or civil partner of the trustee or of any person falling within sub-clause (a) above;
- (c) a person carrying on business in partnership with the trustee or with any person falling within 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; and

Section 118 of the Charities Act 2011 shall apply for the purposes of interpreting the terms used in this clause;

**“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;

**“trustee”** means a trustee of FOKP; and

**Any reference** to any statutory or regulatory provision shall unless the context shall otherwise require refer to any statutory re-enactment or modification of that provision.

Signed:

Chair - Friends of Kennington Park  
February 2020

Signed:

Secretary - Friends of Kennington Park  
February 2020