

# ASSOCIATION OF TONGUE-TIE PRACTITIONERS

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## CONSTITUTION

ASSOCIATION CIO

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# ASSOCIATION OF TONGUE-TIE PRACTITIONERS

## CONSTITUTION OF A CHARITABLE INCORPORATED ORGANISATION WITH VOTING MEMBERS OTHER THAN ITS CHARITY TRUSTEES

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Date of constitution (last amended): 21 July 2025

### 1. Name

The name of the charitable incorporated organisation (the **CIO**) is the Association of Tongue-Tie Practitioners.

### 2. Location of principal office

The CIO must have a principal office in England or Wales. The principal office of the CIO is in England.

### 3. Objects

3.1 The objects of the CIO (**Objects**) are, for the benefit of the public, to promote and protect the physical and mental health of infants with tongue-tie and their families, in particular (but not exclusively) by:

- (a) increasing the awareness and availability of skilled and expert support in respect of infant tongue-ties and the options for resolution, including via tongue-tie division (frenulotomy);
- (b) advancing the education of the general public (and especially those persons concerned with the care of infants) in connection with infant tongue-ties, the effects of infant tongue-tie especially with regards to feeding, and the options for resolution (including via tongue-tie division); and
- (c) to promote a high standard of education and knowledge about these matters, in particular among healthcare professionals working with infants.

3.2 Nothing in this constitution shall authorise an 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 and section 2 of the Charities Act (Northern Ireland) 2008.

#### 4. Powers

The CIO has power to do anything which is calculated to further its Objects or is conducive or incidental to doing so and in particular, the CIO has power to:

- (a) take over the assets and undertaking of the non-profit unregistered unincorporated association known as the “Association of Tongue-Tie Practitioners”;
- (b) raise funds and invite and receive contributions provided that, in doing so, the charity trustees must not undertake any taxable permanent trading activity and must comply with any relevant statutory regulations;
- (c) borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed provided that the CIO must comply as appropriate with sections 124 and 125 of the Charities Act 2011 if it wishes to mortgage land;
- (d) buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- (e) sell, lease or otherwise dispose of all or any part of the property belonging to the CIO provided that, in exercising this power, the CIO must comply as appropriate with sections 117 and 119-123 of the Charities Act 2011;
- (f) cooperate with other charities, voluntary bodies and statutory authorities and exchange information and advice with them;
- (g) establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;
- (h) acquire, merge with or enter into any partnership or joint venture arrangement with any other charity formed for any of the Objects;
- (i) employ and remunerate such staff as are necessary for carrying out the work of the CIO provided that the CIO may employ or remunerate a charity trustee or connected person only to the extent that it is permitted to do so by clause 6 (*Benefits and payments to charity trustees and connected persons*) and provided it complies with the conditions of that clause; and
- (j) 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. Application of income and property**

5.1 The income and property of the CIO must be applied solely towards the promotion of the Objects but:

- (a) 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;
- (b) 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; and
- (c) the CIO shall indemnify any charity trustee or former charity trustee against any liability incurred in that capacity, to the extent that such liability:
  - (i) is not covered by trustee indemnity insurance cover purchased pursuant to clause 5.1(b); and
  - (ii) is within the scope of liabilities which can properly be subject to such trustee indemnity insurance cover, in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.

5.2 None of the income or property of the CIO may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member or connected person, except where a member (or connected person) is itself a charity and making such payment or transfer would advance the Objects. This does not prevent a member (or connected person) who is not also a charity trustee receiving:

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

5.3 Nothing in this clause 5 shall prevent a charity trustee or connected person receiving any benefit or payment which is authorised by clause 5.1 or clause 6 (*Benefits and payments to charity trustees and connected persons*).

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

### *General provisions*

6.1 No charity 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; or
- (d) receive any other financial benefit from the CIO,

unless the payment or benefit is permitted by clause 6.2 or authorised by the court; or the prior written consent of the Charity Commission (the **Commission**) has been obtained (or the Commission has stated in writing that its consent is not required). In this clause 6, a **financial benefit** means a benefit, direct or indirect, which is either money or has a monetary value.

*Scope and powers permitting charity trustees' or connected persons' benefits*

6.2 A charity trustee or connected person may:

- (a) receive a benefit from the CIO, as a beneficiary of the CIO, provided that such benefits are generally available to the beneficiaries of the CIO;
- (b) enter into a contract for the supply of goods and/or services to the CIO where that is permitted in accordance with, and subject to the conditions in, sections 185 to 188 of the Charities Act 2011;
- (c) receive interest on money lent to the CIO at a reasonable and proper rate which must be not more than the higher of 1% or the Bank of England bank rate (also known as the base rate);
- (d) receive rent for premises let by the charity trustee or connected person to the CIO provided that (i) the amount of the rent and the other terms of the lease must be reasonable and proper; and (ii) 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;
- (e) take part in the normal trading and fundraising activities of the CIO on the same terms as members of the public; and
- (f) receive an indemnity from the CIO, in connection with the CIO's acquisition of the assets and undertaking of the non-profit unincorporated association referenced in clause 4(a) (*Powers*), in their capacity as a present or former committee member of the said unincorporated association.

6.3 In clauses 6.1 and 6.2:

- (a) the **CIO** includes any company in which the CIO:

- (i) holds more than 50% of the shares;
  - (ii) controls more than 50% of the voting rights in the company; 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 33 (*Interpretation*).

## 7. Declaration of interests

A charity trustee must 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. Subject to clause 8 (*Conflicts of interest and conflicts of loyalty*), a charity trustee must absent himself or herself from any discussions of the charity trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the CIO and any other interest (including but not limited to any personal financial interest).

## 8. Conflicts of interest and conflicts of loyalty

8.1 Subject to clause 8.2, when any charity trustee is a Conflicted Trustee, those charity trustees who are not Conflicted Trustees in respect of the matter in question may, by resolution passed in the absence of the Conflicted Trustee, authorise the Conflicted Trustee to:

- (a) continue to participate in discussions leading to the making of a decision (but not to vote);
- (b) disclose to a third-party information confidential to the CIO;
- (c) take any other action not otherwise authorised; and/or
- (d) refrain from taking any step required to remove the conflict,

notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee.

8.2 A resolution under clause 8.1 may only be passed where:

- (a) the charity trustees who are not Conflicted Trustees in respect of the matter in question form a quorum;

- (b) those charity trustees are satisfied that it is in the best interests of the CIO to pass the resolution and allow the Conflicted Trustee to act notwithstanding the conflict of interest or duty; and
- (c) the conflict does not (i) involve the receipt by the Conflicted Trustee (or a connected person of the Conflicted Trustee) of any payment or material benefit from the CIO; or (ii) otherwise relate to a matter in which the Conflicted Trustee has a personal 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**

### *Eligibility*

- 10.1 Membership is open to any individual who is interested in supporting and furthering the Objects and who, by applying for membership, has indicated his or her agreement to become a member and has confirmed his or her acceptance of the duty of members, as set out in clause 10.7.

### *Membership classes*

- 10.2 There shall be five classes of membership:

- (a) **Full Members** means those members who are Tongue-tie Practitioners, as defined in clause 33 (*Interpretation*);
- (b) **Affiliate Members** means those members who do not meet the criteria for Full Membership and who:
  - (i) are non-registered health professionals and infant-feeding supporters with an interest in supporting parents of infants with tongue-tie;
  - (ii) are registered health professionals who do not perform infant tongue-tie division (frenulotomy);
  - (iii) would otherwise be eligible for admission as Full Members but who reside outside of the UK; and/or
  - (iv) have an interest in infant tongue-tie and its treatment;
- (c) **Student Members** means those individuals who do not meet the criteria for Full

Membership and are full-time allied health professional students with an interest in infant tongue-tie;

- (d) **Retired Members** means those individuals who were previously eligible to be either a Full Member or an Affiliate Member but are no longer working as a health professional but retain an interest in infant tongue-tie and the work of the CIO; and
- (e) **Honorary Members** means those individuals who have been admitted as either an Honorary Full Member, an Honorary Affiliate Member or an Honorary Retired Member for the remainder of their life, subject to clause 11 (*Termination of membership*). Honorary Members are not required to pay the annual subscription fee in respect of their membership (but shall be required to pay other fees or charges which may be payable to the CIO).

10.3 Only Full Members and Honorary Full Members are:

- (a) legal members of the CIO for the purpose of charity law; and
- (b) in that capacity, entitled to vote on decisions which must be made by (or are otherwise put to) the legal members of the CIO,

and in this constitution, the Full Members and Honorary Full Members are together referred to as the **Voting Members**.

*Admission procedure*

10.4 Subject to clause 10.5, the charity trustees, either directly or via a delegation of authority pursuant to clause 21 (*Delegation by charity trustees*):

- (a) may require applications for membership to be made in any reasonable way that they decide;
- (b) shall, if they approve an application for membership, notify the applicant of their decision within 21 days; and
- (c) may refuse an application for membership, without the requirement to give reasons, if they believe that it is in the best interests of the CIO for them to do so; and any decision to refuse an application for membership shall be final.

10.5 The charity trustees may nominate any individual who they consider has provided exemplary service to the CIO (and/or to the unincorporated association referenced in clause 4(a) (*Powers*)) as an Honorary Member. Any such nominations shall be presented to the members at the next following general meeting and may be approved by a resolution of the Voting Members passed at that general meeting.

### *Transfer of membership*

- 10.6 Membership cannot be transferred to anyone else.

### *Duty of members*

- 10.7 It is the duty of each member to exercise their powers as a member in the way they decide in good faith would be most likely to further the Objects.

### *Membership fees*

- 10.8 The CIO may require members to pay reasonable membership fees to the CIO, which fees (if any) shall be set by the charity trustees, may be amended by the charity trustees at any time and may vary across the different classes of membership set out in clause 10.2 (*Membership classes*).
- 10.9 Each member shall pay the applicable membership fee (pro-rated as applicable) on joining the membership of the CIO and thereafter at the annual intervals set by the charity trustees.

## **11. Termination of membership**

- 11.1 Membership comes to an end if:

- (a) the member dies;
- (b) the member sends a notice of resignation to the charity trustees and such notice has taken effect in accordance with its terms;
- (c) any sum of money owed by the member to the CIO is not paid in full within six months of its falling due; or
- (d) the charity trustees decide that it is in the best interests of the CIO that the member should be removed from membership, and a majority of not less than two-thirds of the charity trustees who are eligible to vote on the matter pass a resolution to that effect. The circumstances in which such a resolution may be passed include (without limitation) where the charity trustees consider that the member's (i) continued membership would be detrimental to the interests and/or Objects of the CIO; and/or is (ii) conduct fails to meet the professional standards required by the applicable regulatory body(ies),

and the charity trustees may suspend a person from membership while investigating any matter which is, or appears to be, within the scope of either sub-clause (c) and/or (d) above (and if, following such investigation, the charity trustees conclude that there are grounds for removal, may continue such suspension until a decision on removal from

membership has been made in respect of that person in accordance with clause 11.1(d) and clause 11.2).

- 11.2 Before the charity trustees take any decision to remove a person from membership pursuant to clause 11.1 they must:
- (a) inform the member of the reasons why it is proposed to remove him or her from membership;
  - (b) give the member (or the member's representative) at least 21 clear days' notice in which to make representations to the charity trustees as to why he or she should not be removed from membership; and
  - (c) consider any representations which the member (or the member's representative) makes as to why the member should not be removed.
- 11.3 Any person ceasing to be a member pursuant to clause 11.1 shall not be entitled to any refund of any membership fee which has been paid to the CIO in respect of their membership in accordance with clause 10.9 (*Membership fees*).

## **12. Members' decisions**

### *General provisions*

- 12.1 Except for those decisions that must be taken in a particular way, as indicated in clause 13 (*Decisions that must be taken in a particular way*), decisions of the Voting Members may be taken either by vote at a general meeting as provided in clause 12.2, or by written resolution, as provided in clause 12.3.

### *Taking ordinary decisions by vote*

- 12.2 Any decision of the Voting 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 (including proxy votes).

### *Taking decisions by written resolution without a general meeting*

- 12.3 Subject to clause 12.4, a resolution of the Voting Members in writing or by electronic means shall be effective provided that:
- (a) a copy of the proposed resolution has been sent to all of the Voting Members eligible to vote on the resolution;
  - (b) the proposed resolution is agreed by:

- (i) a simple majority of all the Voting Members who would have been entitled to vote upon it had it been proposed at a general meeting; or
    - (ii) by all the Voting Members (or some other specified majority), where that is required by statute (including regulations) or by another provision of this constitution;
  - (c) the requisite majority of Voting Members (or, as the case may be, all the Voting Members) have signified their agreement to the resolution, in writing or by electronic means, in such manner as the charity trustees have specified, within the period of 28 days beginning with the circulation date of the resolution; and
  - (d) as soon as practicable following the passing of the resolution, all of the Voting Members are notified in writing that the resolution has passed and the resolution is recorded in the minutes of the CIO.
- 12.4 Eligibility to vote on a resolution pursuant to clause 12.3 is limited to persons who are Voting Members on the date when the proposal is first circulated in accordance with clause 12.3.
- 12.5 Not less than 10% of the Voting Members may request the charity trustees to make a proposal for decision by the Voting Members and the charity trustees must within 21 days of receiving such a request comply with it if:
- (a) the proposal is not frivolous or vexatious, and does not involve the publication of defamatory material;
  - (b) the proposal is stated with sufficient clarity to enable effect to be given to it if agreed by the Voting Members); and
  - (c) effect can lawfully be given to the proposal if it is so agreed,

and clause 12.3 and clause 12.4 shall apply to any such proposal made at the request of members.

*Matters reserved to the Voting Members*

- 12.6 In addition to any decisions which are reserved to the Voting Members under the Charities Act 2011, the General Regulations or any other provision of this constitution, the charity trustees may, in accordance with clause 29 (*Rules*) specify those matters or decisions which must be referred to the Voting Members for approval; and for the avoidance of doubt, no such matter or decision may be taken or actioned without the prior approval of the Voting Members, given in accordance with the terms of this constitution.

### **13. Decisions that must be taken in a particular way**

Any decision to:

- (a) remove a charity trustee, must be taken in accordance with clause 19 (*Retirement and removal of charity trustees*);
- (b) amend this constitution, must be taken in accordance with clause 31 (*Amendment of constitution*);
- (c) wind up or dissolve the CIO, must be taken in accordance with clause 32 (*Voluntary winding up or dissolution*); or
- (d) amalgamate or transfer the undertaking of the CIO to one or more other charitable incorporated organisations must be taken in accordance with the relevant provisions of the Charities Act 2011.

### **14. General meetings of members**

*Types of general meeting*

- 14.1 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 not more than 15 months.
- 14.2 The business of the AGM shall include:
  - (a) receipt of the annual statement of accounts (duly audited or examined where applicable) and the charity trustees' annual report;
  - (b) receipt of reports from the chair of each group or committee established pursuant to clause 21 (*Delegation by charity trustees*), summarising the activities undertaken over the previous year;
  - (c) appointment (or reappointment) of charity trustees;
  - (d) receipt, discussion and approval of any new or updated policies; and
  - (e) consideration of any other matters which the charity trustees have accepted as legitimate business for the AGM.
- 14.3 Other general meetings of the members may be held at any time and all general meetings (including AGMs) must be held in accordance with the following provisions of this clause 14.

### *Calling general meetings*

- 14.4 The charity trustees:
- (a) must call the AGM in accordance with clause 14.1 and identify it as such in the notice of the meeting; and
  - (b) may call any other general meeting of the members at any time.
- 14.5 The charity trustees must, within 21 days, call a general meeting of the members if:
- (a) they receive a request to do so from at least 10% of the members; and
  - (b) 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,
- and if, at the time of any such request, there has not been any general meeting of the members for more than 12 months, clause 14.5(a) shall have effect as if “5%” were substituted for “10%”.
- 14.6 Any request made pursuant to clause 14.5 may include particulars of a resolution that may properly be proposed, and is intended to be proposed, at the meeting, provided that a resolution may only properly be proposed if it is lawful, and is not defamatory, frivolous or vexatious.
- 14.7 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 provided that:
- (a) if the charity trustees fail to comply with the 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;
  - (b) a general meeting called pursuant to clause 14.7(a) must be held not more than three months after the date when the members first requested the meeting; and
  - (c) the CIO must reimburse any reasonable expenses incurred by the members in 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.

### *Notice of general meetings*

- 14.8 The charity trustees, or, as the case may be, the relevant members, must give at least 14 clear days’ notice of any general meeting to all of the members.

14.9 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 notice requirements of clause 14.8 have not been met; provided that this clause 14.9 shall 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.

14.10 The notice of any general meeting must:

- (a) state the time and date of the meeting;
- (b) give the address at which the meeting is to take place;
- (c) 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;
- (d) if a proposal to alter the constitution of the CIO is to be considered at the meeting, include the text of the proposed resolution; and
- (e) include, with the notice for the AGM, the annual statement of accounts and the charity trustees' annual report, details of any persons standing for election or re-election as a charity trustee, or where allowed under clause 25 (*Use of electronic communications*), details of where such information may be found on the CIO's website.

14.11 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.

14.12 The proceedings of a general meeting shall not be invalidated because a member who was entitled to receive notice of the meeting did not receive it because of accidental omission by the CIO.

*Chairing of general meetings*

14.13 The Chair (or in their absence, the Vice-Chair) shall, if present at the general meeting and willing and able to act, preside as chair of the meeting. Subject to that, the Voting Members who are present at a general meeting shall elect one of their number to chair the meeting.

*Quorum at general meetings*

14.14 No business may be transacted at any general meeting of the members unless a quorum is present when the meeting starts. The quorum for general meetings shall be the greater of:

- (a) 10% of the membership; or
- (b) twenty-five members,

present in person or by proxy and must include not less than ten Voting Members entitled to vote upon the business to be conducted at the meeting. In this clause 14, **present** includes being present by suitable electronic means agreed by the charity trustees in which a participant or participants may communicate with all the other participants.

- 14.15 If a general 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. If the meeting has been called in any other way and a quorum is not present within 15 minutes of the said starting time, the person chairing the meeting must adjourn the meeting. The date, time and place at which the meeting will resume must either be announced by the person chairing the meeting or be notified to the CIO's members at least seven clear days before the date on which it will resume. 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.
- 14.16 If at any time during a general 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.

#### *Voting at general meetings*

- 14.17 Any decision other than one falling within clause 13 (*Decisions that must be taken in a particular way*) shall be taken by a simple majority of votes cast at the meeting (including proxy votes) with every Voting Member having one vote.
- 14.18 A resolution put to the vote of a meeting shall be decided on a show of hands of the Voting Members, 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 person chairing the meeting or by at least 10% of the Voting Members present, in person or by proxy, at the meeting.
- 14.19 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 person chairing 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.
- 14.20 A poll may be taken:
- (a) at the meeting at which it was demanded;

- (b) at some other time and place specified by the person chairing the meeting; or
- (c) through the use of postal or electronic communications.

14.21 Any objection to the qualification of any voter must be raised at the meeting at which the vote is cast (or at the time a poll is held) and the decision of the person chairing the meeting shall be final.

*Adjournment of meetings*

14.22 The person chairing a general meeting 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.

**15. Proxy voting**

15.1 Any member may appoint another person as a proxy to exercise all or any of that member's rights to attend, speak and (if a Voting Member) vote at a general meeting of the CIO. Proxies must be appointed by a notice in writing (a **proxy notice**) which:

- (a) states the name and address of the member appointing the proxy;
- (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the CIO may determine; and
- (d) is delivered to the CIO in accordance with the constitution and any instructions contained in the notice of the general meeting to which they relate.

15.2 The CIO may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes or for different classes of membership. Proxy notices shall specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on each resolution.

15.3 Unless a proxy notice indicates otherwise, it must be treated as:

- (a) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself; and
- (b) in the case of a proxy for a Voting Member, allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions

put to the meeting.

- 15.4 A member who is entitled to attend, speak or (in the case of a Voting Member) vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the CIO by or on behalf of that member. If a member is present, as defined in clause 14.14 (*Quorum at general meetings*), at a general meeting, any proxy notice of that member in respect of that meeting is automatically revoked with immediate effect.
- 15.5 An appointment under a proxy notice may be revoked by delivering to the CIO a notice in writing given by or on behalf of the member by whom or on whose behalf the proxy notice was given provided that, subject to clause 15.4, a notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

## **16. Charity trustees**

### *Functions and duties of charity trustees*

- 16.1 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:
- (a) 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 Objects; 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 charity trustee 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.

### *Eligibility for trusteeship*

- 16.2 Every charity trustee must be a natural person and a member.
- 16.3 No individual may be appointed as a charity 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 19.1(f) (*Disqualification from acting as a charity trustee*).
- 16.4 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.

*Number of charity trustees*

16.5 There must be at least three charity trustees. If the number falls below this minimum, the remaining charity trustee(s) may act only to call a meeting or to appoint new charity trustee(s). The maximum number of charity trustees is twelve. The charity trustees may not appoint any charity trustee if as a result the number of charity trustees would exceed the maximum.

16.6 Subject to clause 16.7, not less than 75% (rounded up to the nearest whole number) of the charity trustees must be either Full Members or Honorary Full Members. If at any time this should cease to be the case, the charity trustees in office at that time shall:

- (a) co-opt in accordance with clause 17.2 (*Appointment of charity trustees*), such additional charity trustees; and/or
- (b) procure, in accordance with clause 19 (*Retirement and removal of charity trustees*), such number of retirements,

as is necessary to redress the balance of the composition of the charity trustees such that compliance with this clause 16.6 is achieved.

16.7 Where a charity trustee, who at the time of their appointment was a Full Member, ceases for any reason to be a Full Member, that person may, subject to the approval of a majority of the other charity trustees continue to serve as a charity trustee for the remainder of their present term of office and shall in such circumstances (for the purposes of clause 16.6 only) be deemed to still be a Full Member.

*Composition of the charity trustees*

16.8 The charity trustees shall comprise:

- (a) three officer roles (the **Officers**) being the:
  - (i) Chair;
  - (ii) Treasurer; and
  - (iii) Secretary;
- (b) up to nine other charity trustees.

16.9 Subject to clause 16.10, any person wishing to stand for appointment:

- (a) as Chair, must be nominated by not less than two persons who are charity trustees or who have served as charity trustees within the previous three years (calculated

with reference to the date of nomination);

- (b) for any other charity trustee position, must be nominated by not less than one Full Member,

and in each case, nominations shall be made in writing and must be received by the Secretary at least 14 days prior to the date on which the appointment is to be made (whether at an AGM or otherwise in accordance with clause 17.1 (*Appointment of charity trustees*)).

- 16.10 Where appointments of charity trustees are being made at an AGM, if no eligible nominations are received for a particular vacancy in accordance with clause 16.9, the members present at the AGM may nominate themselves, or any other members who are present in person at the AGM, for appointment.

#### *First charity trustees*

- 16.11 The first charity trustees are as follows, and are appointed for the following initial terms:

Lucinda Elisabeth Leacroft Lishman (Chair) until the CIO's second AGM

Debra Jayne Wilson (Treasurer) until the CIO's second AGM

Victoria Mary Jordan (Secretary) until the CIO's second AGM

Carole Jane Goddard until the CIO's second AGM

Diana Victoria Warren until the CIO's second AGM

Erinn Sarah Winter until the CIO's first AGM

Elaine Kindred-Spalding until the CIO's first AGM

Samantha Paula Georgina Cambridge until the CIO's first AGM

Jacynth Percis Nicholson until the CIO's first AGM

## **17. Appointment of charity trustees**

- 17.1 Apart from the first charity trustees and subject to clause 16.5 (*Number of charity trustees*) and clause 17.2 (*Appointments by the charity trustees*), every charity trustee shall be appointed by the Voting Members. Such appointments shall usually be made at the AGM but may also be made via:

- (a) a resolution of the Voting Members passed in accordance with this constitution; or
- (b) a competitive ballot, undertaken at any time by such means as the charity trustees may reasonably decide, provided that such a competitive ballot shall only be valid where the number of Voting Members participating in the ballot is equal to or greater than the number of Voting Members required for a quorum at a general meeting, as set out in clause 14.14 (*Quorum at general meetings*),

and each person so appointed under this clause 17.1 shall serve as a charity trustee until

the second AGM following the date of their appointment.

- 17.2 The charity trustees may at any time appoint (co-opt) a new charity trustee (including to an Officer role), whether in place of a charity trustee who has retired or been removed in accordance with clause 19 (*Retirement and removal of charity trustees*), or as an additional charity trustee, provided that the limit specified in clause 16.5 (*Number of charity trustees*) would not be exceeded as a result. A person so appointed shall retire at the conclusion of the AGM next following the date of his or her appointment, but may then be reappointed by resolution of the Voting Members pursuant to clause 17.1.
- 17.3 In selecting individuals for appointment as charity trustees, the Voting Members or the charity trustees (as the case may be) must have regard to the skills, knowledge and experience needed for the effective administration of the CIO.
- 17.4 Any person retiring as a charity trustee (or having reached the conclusion of their full term of office) is, subject to clause 19.1(f) (*Retirement and removal of charity trustees*) eligible for reappointment in accordance with clause 17.1.

## **18. 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) a copy of the current version of this constitution; and
- (b) a copy of the latest annual report of the charity trustees and statement of accounts.

## **19. Retirement and removal of charity trustees**

- 19.1 A charity trustee ceases to hold office if they:
- (a) come to the conclusion of their term of office;
  - (b) retire by notifying the CIO in writing;
  - (c) are absent without the agreement of the other charity trustees from three consecutive meetings and the other charity trustees resolve that their office be vacated for that reason;
  - (d) dies;
  - (e) in the written opinion, given to the CIO, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a charity trustee and may remain so for more than three months and the other charity

trustees resolve that their office be vacated for that reason;

- (f) is disqualified from acting as a charity trustee by virtue of sections 178-180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision); or
- (g) is removed by the members in accordance with clause 19.2(a) or by the other charity trustees in accordance with clause 19.2(b).

19.2 A charity trustee shall be removed from office if a resolution to remove that charity trustee is:

- (a) proposed at a quorate general meeting of the members called for that purpose and properly convened and held in accordance with clause 14 (*General meetings of members*); or
- (b) proposed by the other charity trustees in accordance with clause 20 (*Taking of decisions by charity trustees*),

and in either case, the resolution is passed, in accordance with the applicable procedural requirements of this constitution, by a majority of not less than two-thirds of the votes cast (rounded up to the nearest whole number).

19.3 A resolution to remove a charity trustee in accordance with clauses 19.1(c) or (g) shall not take effect unless the individual concerned has been given 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 written representations to the members or charity trustees (as applicable).

## **20. Taking of decisions by charity trustees**

Any decision of the charity trustees may be taken either:

- (a) at a meeting of the charity trustees; or
- (b) by a resolution in writing or by electronic means, agreed by a simple majority (or such other majority as may be required) of all of the charity trustees who would have been entitled to vote upon it had it been proposed at a meeting, which shall be effective provided that:
  - (i) a copy of the proposed resolution has been sent, at or as near as reasonably practicable to the same time, to all of the charity trustees eligible to vote on the resolution;
  - (ii) a simple majority (or such other majority as may be required) of those charity

trustees have signified their agreement to the resolution, in writing or by electronic means, in such manner as the charity trustees have agreed, within the period of 28 days beginning with the circulation date of the resolution; and

- (iii) the number of charity trustees eligible to vote on the resolution meets or exceeds the number required for a meeting of the charity trustees to be quorate, as set out in clause 22.3 (*Procedure at meetings*).

## **21. Delegation by charity trustees**

21.1 The charity trustees may delegate any of their powers or functions to any person, officer holder, group (including project groups and working groups) or committee, on such terms and conditions as the charity trustees determine. The charity trustees may at any time alter those terms and conditions, or revoke the delegation.

21.2 Any delegation by the charity trustees shall be made in compliance with the following requirements:

- (a) the acts and proceedings of any person, officer holder, group or committee to whom a power or function has been delegated, shall be reported to the charity trustees as soon as is reasonably practicable;
- (b) the charity trustees shall from time to time review the arrangements which they have made for the delegation of their powers; and
- (c) where a committee, project group or working group is established, it may consist of two or more persons, but at least one member of each such committee or group must be a charity trustee.

21.3 The powers of delegation in this clause 21 are in addition to the power of delegation in the General Regulations and to any other power of delegation available to the charity trustees.

## **22. Meetings and proceedings of charity trustees**

### *Calling meetings*

22.1 Any charity trustee may call a meeting of the charity trustees and, subject to this, the charity trustees shall decide how their meetings are to be called, and what notice is required.

### *Chairing of meetings*

22.2 The Chair (or in their absence, the Vice-Chair) shall, if present at the general meeting and

willing and able to act, preside as chair of the meeting. Failing that, the charity trustees present shall appoint one of their number to chair that meeting.

*Procedure at meetings*

- 22.3 No decision shall be taken at a meeting unless a quorum is present when the decision is taken. The quorum is three charity trustees or, if greater, one-third of the total number of charity trustees (rounded up to the nearest whole number). A charity trustee shall not be counted in the quorum when any decision is made about a matter upon which he or she is not entitled to vote.
- 22.4 Questions arising at a meeting shall be decided by a majority of those eligible to vote. In the case of an equality of votes, the person chairing the meeting shall have a second or casting vote.

*Participation in meetings by electronic means*

- 22.5 A meeting may be held by suitable electronic means agreed by the charity trustees in which each participant may communicate with all the other participants. 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. Meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes.
- 22.6 The charity trustees may invite or permit (at their sole discretion) any other person, including members, to attend all or part of any of their meetings. Such attendees are not permitted to vote but may listen and contribute their opinions.

**23. Saving provisions**

- 23.1 Subject to clause 23.2, 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:
- (a) who was disqualified from holding office;
  - (b) who had previously retired or who had been obliged by the constitution to vacate office;
  - (c) who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise; or
  - (d) for whom there is a technical defect in their appointment as a charity trustee of which the other charity trustees were unaware at the time,

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.

- 23.2 Clause 23.1 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 if, but for clause 23.1, the resolution would have been void, or if the charity trustee has not complied with clause 7 (*Declaration of interests*) and clause 8 (*Conflicts of interest and conflicts of loyalty*).

## **24. Execution of documents**

The CIO shall execute documents by signature. A document is validly executed by signature if it is signed by at least two of the charity trustees.

## **25. Use of electronic communications**

### *General*

- 25.1 The CIO 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; and
- (b) any requirements to provide information to the Commission in a particular form or manner.

### *To the CIO*

- 25.2 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.

### *By the CIO*

- 25.3 Any member or charity trustee, by providing the CIO with his or her email address or similar, is taken to have agreed to receive communications from the CIO in electronic form at that address, unless the member has indicated to the CIO his or her unwillingness to receive such communications in that form.

- 25.4 The charity trustees may, subject to compliance with any legal requirements, by means of publication on its website:

- (a) provide the members with the notice referred to in clauses 14.8 – 14.10 (*Notice of*

*general meetings*);

- (b) give charity trustees notice of their meetings in accordance with clause 22.1 (*Calling meetings*); and
- (c) submit any proposal to the Voting Members for decision by written resolution in accordance with the CIO's powers under clause 12.3 (*Taking decisions by written resolution without a general meeting*).

25.5 The charity trustees must:

- (a) take reasonable steps to ensure that members and charity trustees are promptly notified of the publication of any such notice or proposal; and
- (b) 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.

## **26. Keeping of Registers**

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

## **27. Minutes**

The charity trustees must keep minutes of all:

- (a) appointments of officers made by the charity trustees;
- (b) proceedings at general meetings of the CIO;
- (c) meetings of the charity trustees and committees of charity trustees including:
  - (i) the names of those 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 charity trustees otherwise than in meetings.

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

28.1 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 ten months of the financial year end.

- 28.2 The charity 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.

## **29. Rules and policies**

The charity trustees may from time to time make or introduce such reasonable and proper rules, regulations, guidelines, policies and procedures as they deem necessary or expedient for the proper conduct and management of the CIO, provided that:

- (a) any such rules, regulations, guidelines, policies and procedures must not be inconsistent with any provision of this constitution; and
- (b) copies of any such rules, regulations guidelines, policies and procedures currently in force must be made available to any member on request.

## **30. Disputes**

If a dispute arises between members 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.

## **31. Amendment of constitution**

- 31.1 As provided by sections 224 – 227 of the Charities Act 2011, this constitution can only be amended:

- (a) by resolution agreed in writing by all Voting Members; or
- (b) by a resolution passed by a 75% majority of votes cast by the Voting Members at a general meeting called in accordance with clause 14 (*General meetings of members*).

- 31.2 Any alteration of:

- (a) the Objects;
- (b) any provision of this constitution directing the application of property on the dissolution of the CIO (including as set out in clause 32 (*Voluntary winding up or dissolution*)); or

- (c) any provision of this constitution where the alteration would provide authorisation for any benefit to be obtained by the charity trustees or members or persons connected with them,

requires the prior written consent of the Charity Commission.

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

31.4 A copy of any resolution altering the constitution, together with a copy of the CIO's constitution as amended, must be sent to the Commission within fifteen days from the date on which the resolution is passed.

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

32.1 As provided by the Dissolution Regulations, the CIO may be dissolved by resolution of the Voting Members. Any decision by the Voting Members to wind up or dissolve the CIO can only be made:

- (a) at a general meeting of the members called in accordance with clause 14 (*General meetings of Members*), of which not less than 14 days' notice has been given to those eligible to attend and (in the case of the Voting Members) vote:

- (i) by a resolution passed by a 75% majority of those voting; or

- (ii) by a resolution passed by decision of the Voting Members taken without a vote and without any expression of dissent from the Voting Members in response to the question put to the general meeting;

- (b) by a resolution agreed in writing by all Voting Members.

32.2 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; and

- (b) if the resolution does not contain such a provision, the charity trustees must decide how any remaining assets of the CIO shall be applied,

and in either case the remaining assets must be applied for charitable purposes the same as or similar to those of the CIO. For the avoidance of doubt, the remaining assets shall not be paid to or distributed among the members (except to a member that is itself a charity, where making such payment or distribution would advance the Objects).

- 32.3 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 charity trustees must send with their application to the Charity Commission:
    - (i) a copy of the resolution passed by the Voting Members;
    - (ii) 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
    - (iii) 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;
  - (b) 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.
- 32.4 If the CIO is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

### 33. Interpretation

In this constitution:

**charity trustee** means a charity trustee of the CIO;

**Communications Provisions** means the Communications Provisions in Part 9 of the General Regulations;

**Conflicted Trustee** means a charity trustee in respect of whom a conflict of interest arises or may reasonably arise because that charity trustee (or a connected person of that charity trustee) is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance or an indemnity under clause 6.2(f)) (*Scope and powers permitting charity trustees' or connected persons' benefits*) from the CIO, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the CIO;

**connected person** means:

- (a) a child, parent, grandchild, grandparent, brother or sister of the charity trustee or member;
- (b) the spouse or civil partner of the charity trustee, member or of any person falling within sub-clause (a);

- (c) a person carrying on business in partnership with the charity trustee, member or with any person falling within sub-clauses (a) or (b);
- (d) an institution which is controlled:
  - (i) by the charity trustee, member or any connected person falling within sub-clauses (a), (b) or (c); or
  - (ii) by two or more persons falling within sub-clause (d)(i), when taken together;
- (e) a body corporate in which:
  - (i) the charity trustee, member or any connected person falling within sub-clauses (a), (b) or (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 sections 350 to 352 of the Charities Act 2011 shall apply for the purposes of interpreting the terms used in this constitution;

**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 and **membership** shall be read accordingly;

**poll** means a counted vote or ballot, usually (but not necessarily) in writing;

**Tongue-tie Practitioner** means a health professional who (a) has successfully completed a recognised training course for the performance of infant tongue-tie division (frenulotomy) and provided evidence of the same to the CIO; (b) is regulated by a recognised governing body (that is, the Nursing and Midwifery Council, the General Medical Council and/or the General Dental Council; and (c) undertakes infant tongue-tie division (frenulotomy) in the course of their professional activities; and

**Voting Members** has the meaning set out in clause 10.3 (*Membership classes*).