

Constitution of Milton Abbas Trust for the Community and Heritage (MATCH) an association incorporated organisation.

Dated

Charity number:

1. Name:

The name of the Charitable Incorporated Organisation (“the CIO”) is:
Milton Abbas Trust for the Community and Heritage (MATCH).

2. National location of the principle office:

The principle office of the CIO is in England.

3. Objectives:

The objects of the CIO are:

- (1). To promote and provide support for the inhabitants of the Parish of Milton Abbas by uniting the inhabitants and other organisations with the object of improving villagers’ lives.
- (2). To establish or secure the establishment of a community centre and to manage and maintain the same in furtherance of the objects;
- (3). To promote such other charitable purposes as may from time to time be determined e.g. educational support: and
- (4). To establish and maintain, for the benefit of the public, places of scientific interest or natural beauty and otherwise promote the natural sciences.

4. Powers:

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

- (1). Borrow money and to charge the whole or part of its property as security for the repayment of the money borrowed. The CIO must comply as appropriate with sections 124 and 125 of the Charities Act 2011 if it wishes to mortgage land;
- (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 part of the property belonging to the CIO. In exercising this power, the CIO must comply as appropriate with sections 117 and 119-123 of the Charities Act 2011;
- (4). Employ and remunerate such staff as are necessary for carrying out the work of the CIO. The CIO may employ or remunerate a charity trustee only to the extent that it is permitted to do so by clause 6 (Benefits and payments to charity trustees and connected persons) and provided it complies with the conditions of those clauses;

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- (5). Deposit or invest funds, employ a professional fund-manager, and arrange for the investments or other property of the CIO to be held in the name of a nominee, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do so by the Trustees Act 2000;
- (6). Raise funds and to invite and receive contributions provided that in raising funds the CIO shall not undertake any substantial permanent trading activities and shall conform to any relevant requirements of the law;
- (7). Co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or of similar charitable purposes and to exchange information and advice with them;
- (8). Establish or support any charitable trusts, associations or institutions formed for all or any of the Objects, and to appoint and constitute such advisory committees as the CIO may think fit.

5. Application of income and property:

- (1). The income and property of the CIO must be applied solely towards the promotion of the objects;
- (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.
- (2) None of the income or property of the CIO may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the CIO. This does not prevent a member who is also not a trustee receiving;
- (a) A benefit from the CIO as a beneficiary of the CIO,
 - (b) Reasonable and proper remuneration for any goods or services supplied to the CIO.
- (3) Nothing in this clause shall prevent a charity trustee or connected person receiving any benefit or payment which is authorised by clause 6.

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6. Benefits and payments to charity trustees and connected persons:

(1) General Provisions;

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;

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

Unless the payment or benefit is permitted by subclause (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 charity trustee or connected person may receive a benefit from the CIO as a beneficiary provided that it is available generally to the beneficiaries of the CIO;

- (b) A charity trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the CIO where that is permitted in accordance with, and subject to the conditions in, section 185 to 188 of the Charities Act 2011;

- (c) Subject to clause (3) of this clause a charity trustee or connected person may

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provide the CIO with goods that are not supplied in connection with services provided to the CIO by the charity trustee or connected person;

- (d) A charity trustee or connected person may receive interest on money lent to the CIO at a reasonable and proper rate which must not be more than the Bank of England rate (also known as the base rate). The amount, and terms of, the trustee's or connected person's loan must be documented by the CIO;
- (e) A charity trustee or connected person may receive rent for premises let by the trustees or connected person to the CIO. The amount of the rent and the other terms of the lease must be reasonable and proper. The charity trustee must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion;
- (f) A charity trustee or connected person may take a part in the normal trading and fundraising activities of the CIO on the same terms as members of the public.

(3) Payment for supply of goods only - control

The CIO and its charity 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 the CIO and the charity 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 charity trustees are satisfied that it is in the best interests of the CIO to contract with the supplier rather than someone who is not a charity trustee or connected person. In reaching that decision the charity trustees must balance the advantage of contracting with a charity trustee or connected person against the disadvantages of doing so;
- (d) The supplier is absent from the part of the meeting at which there is discussion of the proposal to enter into a contract with him, her or it with **4** | regard to the supply of goods to the CIO;

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- (e) The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of charity trustees is present;
- (f) The reason for their decision is recorded by the charity trustees in the minute book;
- (g) A majority of the charity 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) "the CIO" includes any company in which the CIO:
 - (i) Holds more than 50% of the shares: or
 - (ii) controls more than 50% of the voting rights attached to the shares
 - (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 30 (interpretation)

7. Conflicts of interest and conflicts of loyalty;

A charity 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 entered into by the CIO which has not previously been declared, and;
- (2) absent himself or herself from any discussion of the charity trustees in which it is possible that a conflict of interest will arise between his or her duty to act solely in the interests of the CIO and any personal interest (including but not limited to any financial interest).

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

8. Liability of members to contribute to the assets of the CIO if it is wound up

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

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9. Membership of the CIO

(1) Admission of new members

(a) Eligibility

Membership of the CIO is open to any resident of the Parish of Milton Abbas over the age of eighteen, who is interested in furthering its purposes, and who, by applying for membership has indicated his, hers 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.

There are three levels of membership:

- (1) An associate member as specified in clause **(1)(c)(a)** of this clause all residents of the parish of Milton Abbas are automatically granted membership.
- (2) A full voting member, who is a resident of Milton Abbas and has applied for membership, as laid out in sub-clause **(1)(c)(b)** of this clause.
- (3) Corporate membership, who is not necessarily a resident of Milton Abbas, this can be an individual, a corporate body, or an individual or corporate body representing an organisation which is not incorporated, as laid out in clause **(1)(c)(c)** of this clause.

(b) Admission procedure

The Charity trustees:

- (i) May require applications for membership to made in any reasonable way that they decide;
- (ii) Shall, if they approve an application for membership, notify the applicant of their decision within 21 days;
- (iii) may refuse an applicant for membership if they believe it is in the best interests of the CIO to do so;

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- (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 taken, and give the applicant the opportunity to appeal against the refusal; and
- (v) shall give fair and 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.

(c) Application procedures;

- (a) In accordance with sub-clause 9.(1)(a)(1) all residents of the parish of Milton Abbas over 18 years of age are automatically associate members of the CIO, and there is no need to register.
- (b) To become a full voting member of the CIO, it is necessary to register with the CIO in writing. An application form may be obtained from one of the trustees or by contacting the treasurer .
- (c) An individual, corporate body, or an individual or corporate body representing an organisation which is not incorporated may become members, at the invitation of a trustee or by registering with the CIO, forms may be obtained from the treasurer.

(2). Transfer of membership

Membership of the CIO cannot be transferred to anyone else except in the case of an individual or corporate body representing an organisation which is not incorporated, whose membership may be transferred by the unincorporated organisation to a new representative. Such transfers of membership does not take effect until the CIO has received written notification of the transfer.

(3). Duty of members

It is the duty of each member of the CIO to exercise his or her powers as a member of the CIO in the way he or she decides in good faith would be most likely to further the purposes of the CIO. This is a legal requirement and can not be changed, more information can be found laid down in the Charities Act 2011.

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(4) Termination of membership

- (a) Membership of the CIO 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 charity trustees; or
 - (iii) any sum of money owed by the member to the CIO is not paid in full within six months of its falling due; or
 - (iv) the charity trustees decide that it is in the best interests of the CIO that the member in question should be removed from membership, and pass a resolution to that effect.
- (b) Before the charity trustees take any decision to remove someone from membership of the CIO 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 charity trustees as to why he, she or it should not be removed from membership;
 - (iii) at a duly constituted meeting of the charity 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

The CIO may require members to pay reasonable membership fees to the CIO.

(6) Informal or associate (non-voting) membership

- (a) The charity trustees may create associate or other classes of non-voting membership, and may determine the rights and obligations of any such members (including payment of membership fees), and the conditions

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such for admission to, and termination of membership of any such class of members.

(b) Other references in this constitution to “members” and “membership” do not apply to non-voting members, and non-voting members do not qualify as members for any purpose under the Charities Acts, General Regulations or Dissolution Regulations.

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 the CIO 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 (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 the CIO 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 votes cast by postal or email ballot).

(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 the CIO has specified.

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- (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 the CIO on the date when the proposal is first circulated in accordance with paragraph (a) above.
- (d) Not less than 10% of the members of the CIO may request the charity trustees to make a proposal for.
- (e) The charity trustees must within 21 days of receiving such a request comply with it if:
 - (i) The proposal is not frivolous or vexatious, and does not involve the publication of defamatory material;
 - (ii) The proposal is stated with sufficient clarity to enable effect to be given to it if it is agreed by the members; and
 - (iii) Effect can lawfully be given to the proposal if it is so agreed.
- (f) Sub-clauses (a) to (c) of this clause apply to a proposal made at the request of members.

(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 of this constitution (Amendment of Constitution).
- (c) Any decision to wind up or dissolve the CIO must be taken in accordance with clause 29 of this constitution (Voluntary winding up or dissolution). Any decision to amalgamate or transfer the undertaking of the CIO to one or more other CIO's must be taken in accordance with the provisions of the Charities Act 2011.

11. General meetings and events of members;

(1) Types of general meeting

There must be an annual general meeting (AGM) of the members of the CIO. The first AGM must be held within 18 months of the registration of the CIO, and subsequent AGM's must be held at intervals of not more than 12 months. The AGM must receive the annual statement of

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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 the CIO may be held at any time.

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

(2) Calling general meetings

(a) The charity trustees:

(i) must call the annual general meeting of the members of the CIO 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 charity trustees must, within 21 days, call a general meeting of the members of the CIO if:

(i) they receive a request to do so from at least 10% of the members of the CIO; 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 the CIO for more than 12 months, then sub-clause (b)(i) of this clause shall have effect as if 5% were substituted for 10%. Any such request may include particulars of a resolution that may properly be proposed, and is intended to be proposed, at the meeting.

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

(e) Any general meeting called by the charity trustees at the request of the members of the CIO must be held within 28 days from the date on which it is called.

(f) If the charity 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.

(g) 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) The CIO must reimburse any reasonable expenses incurred by the members calling a general meeting by reason of the failure of the charity trustees to duly call the meeting, but

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the CIO shall be entitled to be indemnified by the charity trustees who were responsible for such failure.

(3) Notice of general meetings

- (a) The charity trustees, or, as the case may be, the relevant members of the CIO, must give at least 21 clear days notice of any general meeting to all of the members, and to any charity trustee of the CIO who is not a member.
- (b) If it is agreed by not less than 90% of all members of the CIO, 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 the CIO 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 the Village 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 the CIO.

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(4) Chairing of general meetings

The person nominated as chair by the charity 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 the CIO 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 the CIO unless a quorum is present when the meeting starts.
- (b) Subject to the following provisions, the quorum for general meetings shall be the greater of 5% or four members. 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.
- (c) If the meeting has been called by or at the request of the members and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the meeting is closed.
- (d) If the meeting has been called 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 be announced by the chair, and to be notified to the CIO's members at least seven clear days before the date on which it will resume.
- (e) If a quorum is not present within 15 minutes of the start time of the resumed meeting, the member or members present at the meeting constitute a quorum.
- (f) 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 voting member has one vote.
- (b) A resolution put to the vote of a meeting shall be decided on a show of hands, unless (before or on the declaration of the result of the show of hands) a poll is duly demanded. A poll may be demanded by the chair or by at least 10% of the members present in person at the meeting.

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- (c) A poll demanded on the election of a person to chair the meeting or on a question of adjournment must be taken immediately. A poll on any other matter shall be taken, and the result of the poll shall be announced, in such manner as the chair of the meeting shall decide, provided that the poll must be taken, and the result of the poll announced, within 30 days of the demand for the poll.
- (d) A poll may be taken:
 - (i) at the meeting at which it was demanded; or
 - (ii) at some other time and place specified by the chair.
- (e) In the event of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall have a second, or casting vote.
- (f) 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) Proxy voting

- (a) Any member of the CIO may appoint another person as proxy to exercise all or any of that member's rights to attend, speak and vote at a general meeting of the CIO. Proxies must be appointed by a notice in writing (a "proxy notice"), which:
 - (i) States the name and address of the member appointing the proxy;
 - (ii) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - (iii) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the CIO may determine; and
 - (iv) 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.
- (b) The CIO may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- (c) Proxy notices may (but do not have to) specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

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- (d) Unless a proxy notice indicates otherwise, it must be treated as:
 - (v) 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; and
 - (vi) 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.
- (e) A member who is entitled to attend, speak or 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.
- (f) An appointment under a proxy notice may be revoked by delivering to the CIO a notice in writing given by or on behalf of that member by whom or on whose behalf the proxy notice was given.
- (g) 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.
- (h) If a proxy notice is not signed or authenticated by the member appointing the proxy, it must be accompanied by written evidence that the person who signed or authenticated it on that members behalf had authority to do so.

(8). Postal Voting;

- (a) The CIO may, if the charity trustees so decide, allow the members to vote by post or electronic mail (“Email”) to elect trustees or to make a decision on any matter that is being decided at a general meeting of the members.
- (b) The charity trustees must appoint at least two persons independent of the CIO to serve as scrutineers to supervise the conduct of the postal/email ballot and the counting of votes.
- (c) If postal and/or email voting is to be allowed on a matter, the CIO must send to members of the CIO not less than 21 days before the deadline for receipt of votes cast in this way;
 - (i) a notice by email, if the member has agreed to receive notices in this way under clause 22 (Use of electronic communications), including an explanation of the purpose of the vote and the voting procedure to be followed by the member, and a voting form capable of being returned by email or post to the CIO, containing details of the resolution being put to a vote, or of the candidates for election, as applicable;

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- (ii) a notice by post to all other members, including a written explanation of the purpose of the postal vote and the voting procedure to be followed by the member; and a postal voting form containing details of the resolution being put to a vote, or of the candidates for election, as applicable.
- (d.) The voting procedure must require all forms returned by post to be in an envelope with the member's name and signature, and nothing else, on the outside inside another envelope addressed to 'The Scrutineers for Milton Abbas Trust for Community and Heritage, at the CIO's principal office or such other postal address as is specified in the voting procedure
- (e) The voting procedure for votes cast by email must require the member's name to be at the top of the email, and the email must be authenticated in the manner specified in the voting procedure.
- (f) Email votes must be returned to an email address used only for this purpose and must be accessed only by a scrutineer.
- (g) The voting procedure must specify the closing date and time for receipt of votes, and must state that any votes received after the closing date or not complying with the voting procedure will be invalid and not be counted.
- (h) The scrutineers must make a list of names of members casting valid votes, and a separate list of members casting votes which were invalid. These lists must be provided to a charity trustee or other person overseeing admission to, and voting at, the general meeting. A member who has cast a valid postal or email vote must not vote at the meeting, and must not be counted in the quorum for any part of the meeting on which he, she or it has already cast a valid vote. A member who has cast an invalid vote by post or email is allowed to vote at the meeting and counts towards the quorum.
- (i) For postal votes, the scrutineers must retain the internal envelopes (with the member's name and signature). For email votes, the scrutineers must cut off and retain any part of the email that includes the member's name. In each case, a scrutineer must record on this evidence of the member's name that the vote has been counted, or if the vote has been declared invalid, the reason for such declaration.
- (j) Votes cast by post or email must be counted by all the scrutineers before the meeting at which the vote is to be taken. The scrutineers must provide to the person chairing the meeting written confirmation of the number of valid votes received by post and email and the number of votes received which were invalid.
- (k) The scrutineers must not disclose the result of the postal/email ballot until after votes taken by hand or by poll at the meeting, or by poll after the meeting, have been counted. Only at this point shall the scrutineers declare the result of the valid

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votes received, and these votes shall be included in the declaration of the result of the vote.

- (l) Following the final declaration of the result of the vote, the scrutineers must provide to a charity trustee or other authorised person bundles containing the evidence of members submitting valid postal votes; evidence of members submitting valid email votes; evidence of invalid votes; the valid votes; and the invalid votes.
- (m) Any dispute about the conduct of a postal or email ballot must be referred initially to a panel set up by the charity trustees, to consist of two trustees and two persons independent of the CIO. If the dispute cannot be satisfactorily resolved by the panel, it must be referred to the Electoral Reform Services.

(9) Representation of organisations and corporate members

An organisation or a corporate body that is a member of the CIO may, in accordance with its usual decision-making process, authorise a person to act as its representative at any general meeting of the CIO.

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 CIO.

(10) 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

(11) General Events and meetings held by or on behalf of the CIO.

All residents of the parish of Milton Abbas are entitled to attend any events held by or on behalf of the CIO are entitled to attend (or in the case of a ticketed event any person holding a ticket). Persons under the age of 18yrs are welcome to attend, but must be accompanied by a responsible adult.

(12) Behaviour during meetings and events held by or on behalf of MATCH

Any two trustees can ask any persons exhibiting behaviour which any normal person would consider, unruly, boisterous, upsetting to other persons and dangerous to change their behaviour, if this is not forthcoming they can then be asked to leave the event or meeting and not to return. This ruling can also be applied by any person running an event on behalf of the

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CIO in conjunction with a trustee, or any two person running an event on behalf of the CIO, if there are no trustees present.

This must be documented at the time and a follow up letter sent to the person or persons asked to leave an event or meeting, explaining why and that if they continue they may lose their MATCH membership, (see also appendix a Safeguarding Policy).

12. Charity trustees

(1) Functions and duties of charity trustees

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

- (a) to exercise his or her powers and to perform his or her functions as a trustee of the CIO in the way he or she decides in good faith would be most likely to further the purposes of the CIO; and
- (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 of the CIO in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.

(2) Eligibility for trusteeship

- (a) Every charity trustee must be a natural person.
- (b) No one may be appointed as a charity trustee:
 - if he or she is under the age of 16 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 charity trustee whether on appointment or on any reappointment until he or she has expressly acknowledged, in whatever way the charity trustees decide, his or her acceptance of the office of charity trustee.

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(3) Number of charity trustees

- (a) There must be at least three charity trustees. If the number falls below this minimum, the remaining trustee or trustees may act only to call a meeting of the charity trustees, or appoint a new charity trustee.
- (b) The maximum number of charity trustees is 15. The charity trustees may not appoint any charity trustee if as a result the number of charity trustees would exceed the maximum.

(4) First charity trustees

The first charity trustees of the CIO are –

Jennifer Harrisson – Chairperson/co-signatory

Ian Maxwell – vice chairperson

Edward Watts – treasurer/co-signatory

Jill Gipp – Secretary

Brian Isherwood – co-signatory

Keith Gipp

Hayley Bridge

13. Appointment of charity trustees

- (1) At the first annual general meeting of the members of the CIO all the charity trustees shall retire from office;
- (2) At every subsequent annual general meeting of the members of the CIO, one-third of the charity trustees shall retire from office. If the number of charity trustees is not three or a multiple of three, then the number nearest to one-third shall retire from office, but if there is only one charity trustee, he or she shall retire;
- (3) The charity 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;

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- (4) The vacancies so arising may be filled by the decision of the members at the annual general meeting; any vacancies not filled at the annual general meeting may be filled as provided in sub-clause (5) of this clause;
- (5) The members or the charity trustees may at any time decide to appoint a new charity trustee, whether in place of a charity trustee who has retired or been removed in accordance with clause 15 (Retirement and removal of charity trustees), or as an additional charity trustee, provided that the limit specified in clause 12(3) on the number of charity trustees would not as a result be exceeded;
- (6) A person so appointed by the members of the CIO shall retire in accordance with the provisions of sub-clauses (2) and (3) of this clause. A person so appointed by the charity 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 charity trustees is to retire by rotation at that meeting.

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

15. Retirement and removal of charity trustees

- (1) A charity trustee ceases to hold office if he or she:
 - (a) retires by notifying the CIO in writing (but only if enough charity trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings);
 - (b) is absent without the permission of the charity 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) 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 trustee and may remain so for more than three months;
 - (e) is removed by the members of the CIO in accordance with sub-clause (2) of this clause; or

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- (f) is disqualified from acting as a charity trustee by virtue of section 178-180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).
- (2) A charity 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 majority of votes cast at the meeting 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 charity trustee in accordance with this clause shall not take effect unless the individual concerned has been given at least 21 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 the CIO.

16. Reappointment of charity trustees

Any person who retires as a charity trustee by rotation or by giving notice to the CIO is eligible for reappointment.

17. Taking of decisions by charity trustees

Any decision may be taken either:

- at a meeting of the charity trustees; or
- by resolution in writing or electronic form, agreed by a majority of all of the charity trustees, which may comprise either a single document or several documents containing the text of the resolution in like form to which the majority of all of the charity trustees has signified their agreement. Such a resolution shall be effective provided that
- 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; and
- the majority of all of the charity trustees has signified agreement to the resolution in a document or documents which has or have been authenticated by their signature, by a statement of their identity accompanying the document or documents, or in such other manner as the charity trustees have previously resolved, and delivered to the CIO at its principal office or such other place as the trustees may resolve within 28 days of the circulation date.

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18. Delegation by charity trustees

- (1) The charity 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 charity 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 charity 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 charity trustee;
 - (b) the acts and proceedings of any committee must be brought to the attention of the charity trustees as a whole as soon as is reasonably practicable; and
 - (c) the charity trustees shall from time to time review the arrangements which they have made for the delegation of their powers.

19. Meetings and proceedings of charity trustees

(1) Calling meetings

- (a) Any charity trustee may call a meeting of the charity trustees.
- (b) Subject to that, the charity trustees shall decide how their meetings are to be called, and what notice is required.

(2) Chairing of meetings

The charity 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 charity 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 charity trustees, or such larger number as the charity trustees may decide from time to time. A charity trustee shall not be counted in the quorum present when any decision is made about a matter upon which he or she is not entitled to vote.

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- (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.

20. Saving provisions

(1) Subject to sub-clause (2) of this clause, 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:

- 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 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.

(2) Sub-clause (1) of this clause 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 (1), the resolution would have been void, or if the charity trustee has not complied with clause 7 (Conflicts of interest).

21. Execution of documents

- (1) The CIO shall execute documents either by signature or by affixing its seal (if it has one).
- (2) A document is validly executed by signature if it is signed by at least two of the charity trustees.
- (3) If the CIO has a seal:
 - (a) it must comply with the provisions of the General Regulations; an
 - (b) it must only be used by the authority of the charity trustees or of a

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committee of charity trustees duly authorised by the charity trustees. The charity trustees may determine who shall sign any document to which the seal is affixed and unless otherwise determined it shall be signed by two charity trustees.

22. Use of electronic communications

(1) General

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

(2) To the CIO

Any member or charity trustee of the CIO 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.

(3) By the CIO

- (a) Any member or charity trustee of the CIO, 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.
- (b) The charity 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 charity trustees notice of their meetings in accordance with clause 19(1) (Calling meetings); and
 - (iii) submit any proposal to the charity trustees for decision by electronically in accordance with the CIO's powers under clause 10 (Members' decisions), 10(3) (decisions taken by resolutions in writing), or the provisions for postal voting clause 11(8).
- (c) The charity trustees must:

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- (i) take reasonable steps to ensure that members and charity 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 charity trustee who has not consented to receive communications in electronic form.

23. Keeping of Registers

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

24. Minutes

The charity trustees must keep minutes of all:

- (1) appointments of officers made by the charity trustees;
- (2) proceedings at general meetings of the CIO;
- (3) meetings of the charity trustees and committees of charity 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 charity trustees otherwise than in meetings.

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

- (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 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 the CIO, within 10 months of the financial year end.
- (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.

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26. Rules

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

27. Disputes

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

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 by all members of the CIO; or
 - (b) by a resolution passed by a 75% majority of votes cast at a general meeting of the members of the CIO.
- (2) Any alteration of clause 3 (Objects), clause [29] (Voluntary winding up or dissolution), this clause, or of any provision where the alteration would provide authorisation for any benefit to be obtained by charity trustees or members of the CIO 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 the CIO'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, the CIO may be dissolved by resolution of its members. Any decision by the members to wind up or dissolve the CIO can only be made:
 - (a) at a general meeting of the members of the CIO called in accordance with clause 11 (Meetings of Members), of which not less than 14 days' notice has been given to those eligible to attend and vote:

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- (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 the CIO.
- (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.
 - (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.
 - (c) In either case the remaining assets must be applied for charitable purposes the same as or similar to those of the CIO.
- (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 Commission:
 - (i) a copy of the resolution passed by the members of the CIO;
 - (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 of the CIO who was not privy to the application.
- (4) If the CIO is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

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30. Interpretation

In this constitution:

“**connected person**” means:

- a) a child, parent, grandchild, grandparent, brother or sister of the charity trustee;
- b) the spouse or civil partner of the charity trustee or of any person falling within sub-clause (a) above;
- c) a person carrying on business in partnership with the charity trustee or with any person falling within sub-clause (a) or (b) above;
- d) an institution which is controlled –
 - (i) by the charity 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 charity trustee or any connected person falling within sub-clauses (a) to (c) has a substantial interest; or
 - (ii) two or more persons falling within sub-clause (e)(i) who, when taken together, have a substantial interest.

Section 118 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this constitution.

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

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

The “**Communications Provisions**” means the Communications Provisions in [Part 9, Chapter 4] of the General Regulations.

“**charity trustee**” means a charity trustee of the CIO.

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

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Appendix A:

Safeguarding Policy: Framework and Fundamentals

1. Purpose

The purpose of this appendix is to protect people, particularly children, vulnerable adults and beneficiaries of MATCH grants, from harm that may be caused due to their coming into contact with MATCH personnel. This includes harm arising from:

The conduct of personnel associated with MATCH

The design and implementation of MATCH's programmes and activities.

This appendix lays out the commitments made by MATCH, and informs Members, Trustees and associated personnel of their responsibilities in relation to safeguarding. This policy does not cover:

Safeguarding concerns in the wider community not perpetrated by MATCH or associated personnel.

2. What is safeguarding?

In the UK, safeguarding means protecting peoples' health, well-being and human rights, and enabling them to live free from harm, abuse and neglect.

MATCH understands it to mean protecting people, including children and at risk adults, from harm that may arise from coming into contact with MATCH personnel or activities. Further definitions relating to safeguarding are provided in the glossary below.

3. Scope

All MATCH Members, Trustees and associated personnel.

Associated personnel whilst engaged with activities or visits related to MATCH, including, but not limited to, the following; volunteers, hired personnel, visitors including journalists etc.

4. Policy Statement

MATCH believes that everyone we come into contact with, regardless of age, gender identity, disability, sexual orientation or ethnic origin has the right to be protected from all forms of harm, abuse, neglect and exploitation. MATCH will not tolerate abuse and exploitation by Members, Trustees or associated personnel.

This Appendix addresses the following areas of safeguarding; child safeguarding, adult safeguarding, and protection from sexual exploitation and abuse. These key areas of safeguarding have different policies and procedures associated with them see Associated Policies; A to E. MATCH commits to addressing safeguarding throughout its activities, through the three pillars of:

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- 1. Prevention,**
- 2. Reporting, and**
- 3. Response.**

1. Prevention

(a) MATCH responsibilities

MATCH will:

1. Ensure all personnel have access to, are familiar with, and know their responsibilities within this policy.
2. Design and undertake all its programmes and activities in a way that protects people from any risks of harm that may arise from their coming into contact with MATCH Members. This includes the way in which information about individuals is gathered and communicated.
3. Implement stringent safeguarding procedures when dealing with personnel.
4. Ensure all personnel receive appropriate safeguarding guidance commensurate with their role in the organization.
5. Follow up on reports of safeguarding concerns promptly and according to due process.

(b) Members and trustees responsibilities

1. Child Safeguarding

MATCH Members, Trustees and volunteers must not:

1. Engage in sexual activity with anyone under the age of 18.
2. Sexually abuse or exploit children.
3. Subject a child to physical, emotional or psychological abuse, or neglect.
4. Engage in any commercially exploitative activities with children.

2. Vulnerable Adult Safeguarding

MATCH Members, Trustees and volunteers must not:

1. Sexually abuse or exploit vulnerable adults.
2. Subject a vulnerable adult to physical, emotional or psychological abuse, or neglect.

3. Protection from sexual exploitation and abuse.

MATCH Members, Trustees and volunteers must not:

1. Exchange money, goods or services for sexual activity.

Additionally, MATCH personnel are obliged to:

- i) Contribute to creating and maintaining an environment that prevents safeguarding violations and promotes the implementation of the Safeguarding Policy.

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- ii) Report any concerns or suspicions regarding safeguarding violations by a MATCH Member, Trustee or volunteer to the appropriate nominated Trustee.

2. Enabling reports

MATCH will ensure that safe, appropriate accessible means of reporting safeguarding concerns are made available to all personnel and the communities we work with.

MATCH will also accept complaints from external sources, such as members of the public and official bodies.

How to report a safeguarding concern.

Any persons, who have a complaint or concern relating to safeguarding, should report it immediately to their nominated Trustee. If the person does not feel comfortable reporting to the nominated Trustee (for example, if they feel that the report will not be taken seriously, or if that person is implicated in the concern) they may report to any other Trustee.

3. Response

MATCH will;

- (i) follow up all safeguarding reports and concerns according to the procedures described in this and associated Policies.
- (ii) will apply appropriate disciplinary measures to personnel found in breach of this and associated policies.

5. Confidentiality

It is essential that confidentiality is maintained at all stages of the process when dealing with safeguarding concerns. Information relating to the concern should be shared on a need to know basis only and be kept secure at all times.

6. Associated policies & Glossary of terms

- A. Code of Behaviour
- B. Anti-Bullying and Harassment Policy
- C. Child Safeguarding Policy
- D. Vulnerable Adult Safeguarding Policy
- E. Allegations against a MATCH member, trustee or volunteer

Glossary of Terms

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Policy A

Code of Behaviour Policy

Principles

As an adult participating in MATCH activities, whether as a Member, Trustee or a volunteer, you have a responsibility to ensure that everyone attending such activities, particularly children, young people and vulnerable adults, are protected from harm.

It is the responsibility of each adult participating to ensure that:

- a. their behaviour is appropriate at all times,
- b. they observe the rules established for the safety and security of children, young people and vulnerable adults,
- c. they follow the procedures following suspicion, disclosure or allegation of child abuse,
- d. they recognise the position of trust in which they have been placed, and
- e. in every respect, the relationships they form with the children, young people and vulnerable adults in their care are appropriate.

All persons who wish to participate in MATCH activities must accept and understand this policy. They must also agree to put MATCH's policies on safeguarding children and vulnerable adults into practice.

Meeting your responsibilities

To give positive guidance the Code of Behaviour (below) provides a list of 'do's and don'ts' to help you ensure that;

1. the welfare of the children and/or young people and or vulnerable adults for whom you have a duty of care is safeguarded;
2. you avoid compromising situations or opportunities for misunderstandings or allegations.

Code of behaviour

DO

1. put this code into practice at all times;
2. treat everyone with dignity and respect;
3. set an example you would wish others to follow
4. treat all young people equally show no favouritism;
5. plan activities that involve more than one other person being present, or at least are within sight and hearing of others;
6. follow recommended adult/young people ratios for activities;
7. respect the right to personal privacy of a child, young person or vulnerable adult;
8. avoid unacceptable situations within a relationship of trust, e.g.: a sexual relationship with a young person or vulnerable adult over the age of consent;

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9. allow children, young people and vulnerable adults to talk about any concerns they may have;
 10. encourage others to challenge any attitudes or behaviours they do not like;
 11. avoid being drawn into inappropriate attention seeking behaviour, ego: tantrums and crushes;
 12. make everyone aware of MATCH's procedures for safeguarding children, young people and vulnerable adults;
 13. remember this code even at sensitive moments, e.g. when responding to bullying, bereavement or abuse;
 14. keep other colleagues informed of where you are and what you are doing;
 15. remember someone else might misinterpret your actions, no matter how well-intentioned;
 16. take any allegations or concerns of abuse seriously and refer immediately.
17. **DO NOT**
- a. trivialise abuse;
 - b. form a relationship with a child, young person or vulnerable adult that is an abuse of trust;
 - c. permit abusive peer activities, e.g.: initiation ceremonies, bullying;
 - d. engage in inappropriate behaviour or contact - physical, verbal, sexual;
 - e. play physical contact games with children, young people or vulnerable adults;
 - f. make suggestive remarks or threats to a young person, even in fun;
 - g. use inappropriate language – writing, phoning, email or internet;
 - h. let allegations, suspicions or concerns about abuse go unreported;
 - i. just rely on your good name to protect you.

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Policy B

Bullying and Harassment policy

Everyone will be treated with dignity and respect by MATCH members. Bullying and or harassment of any kind are in no-one's interest and will not be tolerated, this includes bullying and or harassment by and to MATCH Members, Trustees, volunteers and visitors.

This policy applies to all Members, Trustees and volunteers acting on behalf of MATCH. Bullying and harassment will be treated as serious offences.

What is Bullying and Harassment?

(i) **Bullying**, is offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power through means intended to undermine, humiliate, denigrate or injure the recipient.

(ii) **Harassment**, in general terms is unwanted conduct affecting the dignity of men, women and children, where actions or comments are viewed as demeaning and unacceptable to the recipient. It may be related to age, gender, race, disability, religion, belief, sexuality, nationality or any personal characteristic of the individual, and may be persistent or an isolated incident.

Bullying or harassment may be by an individual against an individual or involve groups of people. It may be obvious, or it may be insidious. It may be face to face or in written communications, email, or by phone. Whatever form it takes, it is unwarranted and unwelcome to the individual. It may take place in private or in public.

For further guidance see:

www.gov.uk/workplace-bullying-and-harassment

www.acas.org.uk/media/d/1/r/Bullying_and_harassment_employer_2010-accessible-version-Jul-2011.pdf

Examples of bullying/harassing behaviour include:

1. spreading malicious rumours, or insulting someone by word or behaviour (particularly on the grounds of race, sex, age, disability, sexual orientation and religion or belief);
2. copying memos that are critical about someone to others who do not need to know;
3. ridiculing or demeaning someone - picking on them or setting them up to fail;
4. exclusion or victimisation;
5. unfair treatment;
6. overbearing supervision or other misuse of power or position;
7. unwelcome sexual advances touching, standing too close, the display of offensive materials;
8. deliberately undermining a competent person by overloading and constant criticism;

Legitimate, constructive and fair criticism of a person's performance or behaviour is not bullying. An occasional raised voice or argument is not bullying.

Procedures

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Complaints of bullying and/or harassment, or information from anyone relating to such complaints will be dealt with fairly, confidentially and sensitively. For reasons of consistency and practicality, the charity's procedures for safeguarding will be the same as those for safeguarding children and young people, except where the law, or the specific circumstances of an individual's need require otherwise.

Investigation

Complaints will be taken seriously and investigated promptly, objectively and independently. Decisions can then be made as to what action needs to be taken.

Informal action

If appropriate, the matter will be dealt with informally; sometimes people are not aware that their behaviour is unwelcome, and an informal discussion can lead to greater understanding and an agreement that the behaviour will cease.

Formal action

More serious cases of bullying or harassment will be dealt with under the organisation's grievance procedures.

Unfounded allegations

Anyone lodging a complaint which it transpires is unfounded and was made for malicious reasons will be treated as acting in a bullying or harassing manor.

Objectives & Actions

The aim is to ensure incidents of bullying and harassment can be recognised and dealt with.

How can bullying and harassment be recognised?

Behaviour that is considered bullying by one person may be considered firm management by another. Most people will agree on extreme cases of bullying and harassment, but it is sometimes the "grey" areas that cause most problems.

Bullying and harassment can often be hard to recognize, they may not be obvious to others and may be insidious. The recipient may think "perhaps this is normal behaviour". They may be anxious that others will consider them weak, if they find the actions of others intimidating. They may be accused of "overreacting" and worry that they won't be believed if they do report incidents.

People being bullied or harassed may sometimes appear to overreact to something that seems relatively trivial, but which may be the "last straw" following a series of incidents. There is often fear of retribution if they make a complaint. Colleagues may be reluctant to come forward as witnesses, as they too may fear the consequences to themselves. They may be so relieved not to be the target of the bully that they collude with the bully as a way of avoiding attention.

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Bullying and harassment makes someone feel anxious and humiliated. Feelings of anger and frustration at being unable to cope may be triggered. Some people may try to retaliate in some way. Others may become frightened and demotivated. Stress, loss of self confidence and self-esteem caused by harassment or bullying can lead to insecurity and illness.

Why do we need to take action?

Bullying and harassment are not only unacceptable on moral grounds but may, if unchecked or badly handled, create serious problems:

- a. Poor morale and poor relations;
- b. Loss of respect for colleagues;
- c. Resignations;
- d. Damage to organisational reputation.
- e. extreme cases, legal redress

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Policy C

Safeguarding Children Policy

Safeguarding is everyone's responsibility:

Child protection is a part of safeguarding and promoting welfare. This refers to the activity which is undertaken to protect specific children who are suffering or are at risk of suffering significant harm. As adults, professionals or volunteers everyone has a responsibility to safeguard children and promote their welfare.

Safeguarding and promoting the welfare of children and protecting them from significant harm depends upon effective joint working between agencies and professionals that have different roles and expertise. To be effective in promoting safeguarding of children, it is appropriate for MATCH Trustees to be fully aware of the resources and support available from the professional agencies. For those children who are suffering, or at risk of suffering significant harm, joint working is essential, to safeguard and promote welfare of the child(ren) and, where necessary, to help bring to justice the perpetrators of crimes against children.

All personnel should;

1. be alert to potential indicators of abuse or neglect;
2. be alert to the risks which individual abusers, or potential abusers, may pose to children;
3. share and help to analyse information so that an assessment can be made of the child's needs and circumstances;
4. contribute to whatever actions are needed to safeguard and promote the child's welfare;
5. work co-operatively with parents unless this is inconsistent with ensuring the child's safety.

Definitions of abuse and neglect:

Abuse and neglect are forms of maltreatment of a child. Somebody may abuse or neglect a child by inflicting harm, or by failing to act to prevent harm. Children may be abused in a family or in an institutional or community setting; by those known to them or, more rarely, by a stranger. They may be abused by an adult or adults or another child or children.

Physical abuse

Physical abuse may involve hitting, shaking, throwing, poisoning, burning or scalding, drowning, suffocating, or otherwise causing physical harm to a child. Physical harm may also be caused when a parent or carer fabricates the symptoms of, or deliberately induces illness in a child.

Emotional Abuse

Emotional abuse is the persistent emotional maltreatment of a child such as to cause severe and persistent adverse effects on the child's emotional development.

It may involve conveying to children that they are worthless or unloved, inadequate, or valued only insofar as they meet the needs of another person. It may feature age or developmentally inappropriate expectations being imposed on children. These may include interactions that are beyond the child's

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developmental capability, as well as overprotection and limitation of exploration and learning, or preventing the child participating in normal social interaction. It may involve seeing or hearing the ill-treatment of another. It may involve serious bullying causing children frequently to feel frightened or in danger, or the exploitation or corruption of children.

Some level of emotional abuse is involved in all types of maltreatment of a child, though it may occur alone.

Sexual abuse

Sexual abuse involves forcing or enticing a child or young person to take part in sexual activities, including prostitution, whether the child is aware of what is happening.

The activities may involve physical contact, including penetrative (e.g. : rape, buggery or oral sex) or non-penetrative acts. They may include non-contact activities, such as involving children in looking at, or in the production of, pornographic material or watching sexual activities, or encouraging children to behave in sexually inappropriate ways.

Neglect

Neglect is the persistent failure to meet a child's basic physical and/or psychological needs, likely to result in the serious impairment of the child's health or development.

Neglect may occur during pregnancy as a result of maternal substance abuse. Once a child is born, neglect may involve a parent or carer failing to provide adequate food and clothing, shelter including exclusion from home or abandonment, failing to protect a child from physical and emotional harm or danger, failure to ensure adequate supervision including the use of inadequate care-takers, or the failure to ensure access to appropriate medical care or treatment.

It may also include neglect of, or unresponsiveness to, a child's basic emotional needs.

Personnel awareness:

All MATCH Members, Trustees and volunteers will be made aware of this policy, and if considered necessary personnel will be encouraged to attend appropriate training courses.

Procedures

What to do if you have concerns about a child:

You may have concerns about a child because of something you have seen or heard, or a child may choose to disclose something to you. If a child discloses information to you, you should:

1. not promise confidentiality, you have a duty to share this information and refer to Children's advice and Duty service
2. Listen to what is being said, without displaying shock or disbelief.
3. Accept what is said.
4. Reassure the child, but only as far as is honest, don't make promises you may not be able to keep e.g.: 'Everything will be alright now', 'You'll never have to see that person again'.

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5. Do reassure and alleviate guilt, if the child refers to it. For example, you could say, 'You're not to blame'.
6. Do not interrogate the child; it is not your responsibility to investigate.
7. **Do not ask leading questions (e.g. : Did he touch your private parts?), ask open questions such as 'Anything else to tell me?'**
8. Do not ask the child to repeat the information for another member of staff.
9. Explain what you have to do next and who you have to talk to.
10. Take notes if possible or write up your conversation as soon as possible afterwards.
11. Record the date, time, place of any non-verbal behaviour and the words used by the child (do not paraphrase).
12. Record statements and observable things rather than interpretations or assumptions.

Whatever the nature of your concerns, discuss them with your designated Trustee. See the diagram on the next page for the process to follow. If you still have concerns, you should refer to:

Children's Advice and Duty Service

Westport House

Worgret Road

Wareham BH20 4PP

Phone Number: 01305 228866

What information will you need when making a referral?

You will be asked to provide as much information as possible.

Such as the child's full name, date of birth, address, school, GP, languages spoken, any disabilities the child may have, details of the parents. Do not be concerned if you do not have all these details, you should still make the call.

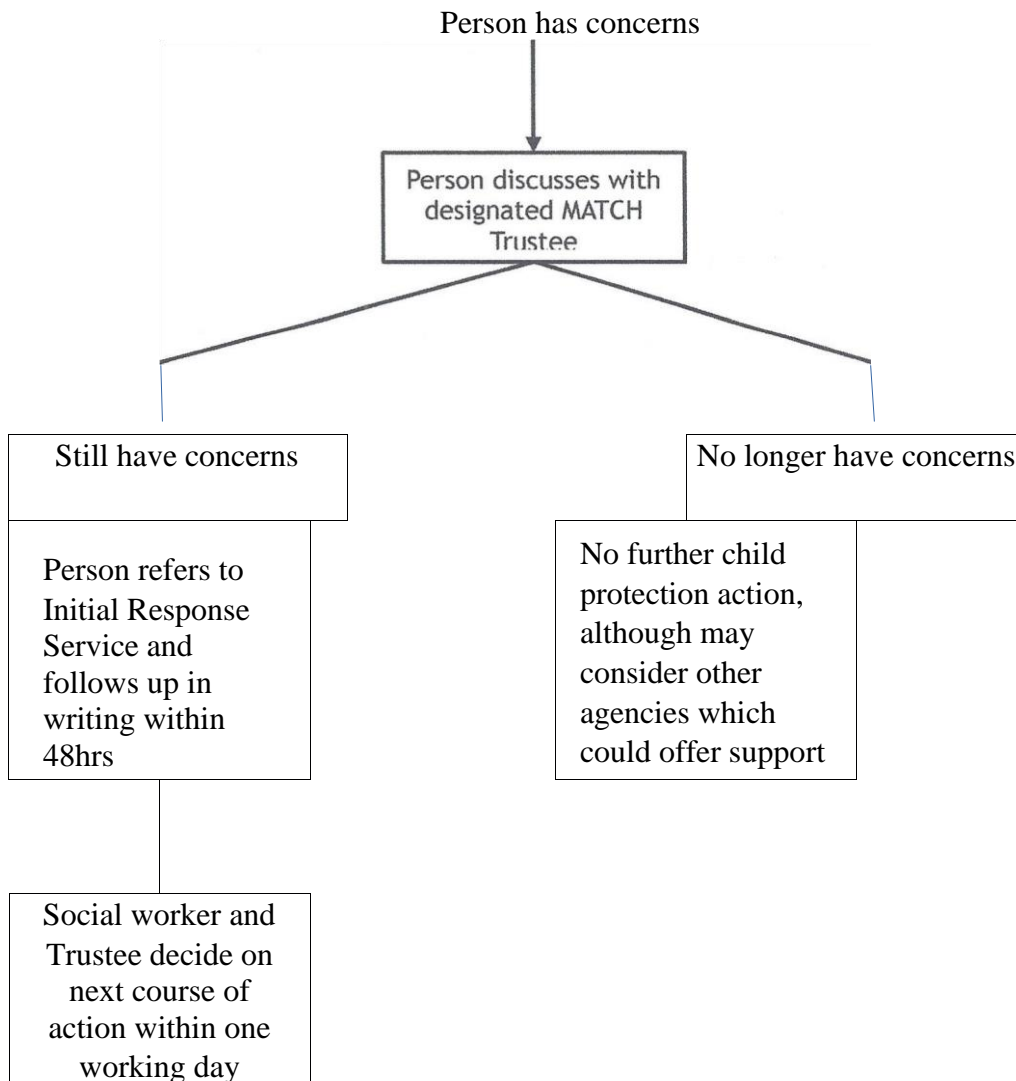
You should follow up the verbal referral in writing, within 48hrs

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Process Chart Where There Are Concerns About A Child's Welfare



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Policy D

Safeguarding Vulnerable Adults Policy

Safeguarding is everyone's responsibility:

Safeguarding vulnerable adults is a part of the wider role of safeguarding and promoting welfare. This refers to the activity which is undertaken to protect specific vulnerable adults who are suffering or are at risk of suffering significant harm. As adults and/or professionals or volunteers, everyone has a responsibility to safeguard vulnerable adults and promote their welfare.

Safeguarding and promoting the welfare of vulnerable adults, and in particular protecting them from significant harm, depends upon effective joint working between agencies and professionals that have different roles and expertise.

For those vulnerable adults who are suffering, or at risk of suffering significant harm, joint working is essential, to safeguard and promote their welfare and, where necessary, to help bring to justice the perpetrators of crimes against them.

All MATCH personnel and associated agencies and professionals should:

- a. be alert to potential indicators of abuse or neglect;
- b. be alert to the risks which individual abusers, or potential abusers, may pose to vulnerable adults;
- c. share and help to analyse information so that an assessment can be made of the individual's needs and circumstances;
- d. contribute to whatever actions are needed to safeguard and promote the individual's welfare; take part in regularly reviewing the outcomes for the individual against specific plans; and

MATCH seeks, throughout its activities, to serve the needs of vulnerable adults, promoting a safe environment for all.

In doing so the charity takes seriously the welfare of all vulnerable adults who participate in its activities, the charity aims to ensure that they are welcomed into a safe, caring environment with a happy, friendly and supportive atmosphere.

The charity recognises that it is the responsibility of all personnel involved to prevent the neglect, physical, sexual or emotional abuse of vulnerable adults and to report any abuse discovered or suspected.

The charity recognises its responsibility to implement, maintain and regularly review procedures, which are designed to prevent and to be alert to such abuse.

The charity will, if circumstances necessitate, liaise with the statutory social services authorities.

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Procedure

For reasons of consistency and practicality, the charity's procedures for safeguarding vulnerable adults will be the same as those for safeguarding children and young people, except where the law, or the specific circumstances of an individual's need require otherwise.,

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Policy E

Allegations involving a MATCH member, trustee or volunteer.

MATCH is committed to assessing all personnel to make sure they are safe to work with children and young people. However, there may still be occasions when there is an allegation against a Member, Trustee or Volunteer. Allegations against those who work with children, in whatever capacity, cover a wide range of circumstances.

All allegations of abuse of children by those who work with children, or care for them, must be taken seriously. All reports of allegations must be submitted within one working day to the nominated Child Protection Trustee.

The following procedure should be applied in all situations where it is alleged that a person who works with children has:

1. Behaved in a way which has harmed a child, or may have harmed a child;
2. Possibly committed a criminal offence against or related to a child;
3. Behaved towards a child or children in a way which indicates that he/she is unsuitable to work with children.

The allegations may relate to the persons behaviour during a MATCH activity, at home, or in another setting.

The Child Protection Trustee will discuss the matter to determine what steps should be taken and where necessary obtain further details of the allegation and the circumstances in which it was made. The discussion should also consider whether there is evidence and or information that establishes that the allegation is false or unfounded.

Some allegations will be so serious as to require immediate referral to the Children's Advice and Duty Service and the Police, but common sense and judgement must be applied in reaching a decision about what action to take. If the allegation is not patently false and there is cause to suspect that a child is suffering or is likely to suffer Significant Harm, the Child Protection Trustee will immediately refer the matter to the Children's Advice and Duty Service and ask for a Strategy Discussion/Meeting to be convened straight away.

Some allegations may be less serious and at first sight might not seem to warrant consideration of a Police investigation or enquiries by the Children's Advice and Duty Service. However, it is important to ensure that even apparently less serious allegations are followed up and examined objectively by someone independent of the organization. Consequently, the Child Protection Trustee should be informed of all allegations that are raised and appear to come within the scope of this procedure so that he or she can consult the Police and social care colleagues as appropriate.

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Where such allegations are made, consideration must be given to the following three strands:

1. The police investigation of a possible criminal offence;
2. Enquiries and assessment by Children's Social Care Services as to whether the child is in need of protection or in need of services;
3. Consideration by the MATCH of disciplinary action in respect of the individual.

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Glossary of Terms

Beneficiary of Assistance

Someone who directly receives goods or services from MATCH's programme. Note that misuse of power can also apply to the wider community that the MATCH serves, and also can include exploitation by giving the perception of being in a position of power.

Child

A person below the age of 18

Harm

Psychological, physical and any other infringement of an individual's rights Psychological harm Emotional or psychological abuse, including (but not limited to) humiliating and degrading treatment such as bad name calling, constant criticism, belittling, persistent shaming, solitary confinement and isolation

Protection from Sexual Exploitation and Abuse (PSEA)

The term used by the humanitarian and development community to refer to the prevention of sexual exploitation and abuse of affected populations by any person. The term derives from the United Nations Secretary General's Bulletin on Special Measures for Protection from Sexual Exploitation and Abuse (ST/SGB/2003/13)

Safeguarding

In the UK, safeguarding means protecting peoples' health, wellbeing and human rights, and enabling them to live free from harm, abuse and neglect¹ In our sector, we understand it to mean protecting people, including children and vulnerable adults, from harm that arises from coming into contact with our personnel or programmes.

One donor definition is as follows:

Safeguarding means taking all reasonable steps to prevent harm, particularly sexual exploitation, abuse and harassment from occurring; to protect people, especially vulnerable adults and children, from that harm; and to respond appropriately when harm does occur.

This definition draws from our values and principles and shapes our culture. It pays specific attention to preventing and responding to harm from any potential, actual or attempted abuse of power, trust, or vulnerability, especially for sexual purposes.

Safeguarding applies consistently and without exception across our programmes and personnel. It requires proactively identifying, preventing and guarding against all risks of harm, exploitation and abuse and having mature, accountable and transparent systems for response, reporting and learning when risks materialize. Those systems must be survivor-centred and also protect those accused until proven guilty. Safeguarding puts all personnel, whether vulnerable or not, and affected beneficiary persons at the centre of all we do.

Sexual abuse

The term 'sexual abuse' means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions,

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Protection from sexual exploitation (PSEA)

The term 'sexual exploitation' means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. This definition includes human trafficking and modern slavery.

Survivor

The person who has been abused or exploited. The term 'survivor' is often used in preference to 'victim' as it implies strength, resilience and the capacity to survive, however it is the individual's choice how they wish to identify themselves.

Vulnerable adult

A person who is or may be in need of care by reason of mental or other disability, age or illness; and who is, or may be, unable to take care of him or herself, or unable to protect him or herself against significant harm or exploitation.

Change Record

Reviewing the Policy and Procedure

This policy and procedures will be reviewed every year, this will include checking telephone numbers, accuracy of personnel details, and any updates required by a change in local or national policy

Date of Change:	Changed By:	Comments:

¹NHS 'What is Safeguarding? Easy Read' 2011