



St Bartholomew's Hospital Charitable Fund

Constitution of a Charitable Incorporated Organisation whose only voting members are its charity trustees

Date of Constitution (last amended): 26 January 2026

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1. **Name**

The name of the Charitable Incorporated Organisation ("the CIO") is:

St Bartholomew's Hospital Charitable Fund.

2. **National 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 are:

3.1.1 the relief of sickness and the preservation and improvement of health (physical and mental) of the patients of the Hospital including by, but not limited to:

- (a) the provision of facilities, equipment and services to patients, their families and carers, and to those who work, study or volunteer there;
- (b) the provision of support and information, including to patients, their families and carers, and including spiritual support through the work and projects of the Church of St Bartholomew the Less within the Hospital;
- (c) assistance with education and training, and the award of scholarships, prizes for excellence, bursaries and other financial assistance, to those who work or study at the Hospital or at the Medical School; and
- (d) the funding of health research.

3.1.2 the prevention or relief of poverty of the patients of the Hospital and their families, and of any person who works, studies or volunteers there or at the Medical School;

3.1.3 the relief of need, by reason of youth, age, ill-health (physical, mental and spiritual), disability, financial hardship or other disadvantage, among patients of the Hospital and their families and any person who works, studies or volunteers there or at the Medical School, and their families.

3.2 In this clause 3:

3.2.1 health research means research into matters relating to people's physical or mental health;

3.2.2 the Hospital means St Bartholomew's Hospital on its site at West Smithfield, London (and any other land or site occupied by St Bartholomew's Hospital from time to time);

3.2.3 the Medical School means Queen Mary University of London Faculty of Medicine and Dentistry, alternatively known as Barts and The London School of Medicine and Dentistry;

3.2.4 references to patients include in-patients, out-patients and former patients.

4. Powers

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

- 4.1 borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed. The CIO must comply as appropriate with s.124 and s.125 of the Charities Act 2011, if it wishes to mortgage land;
- 4.2 buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- 4.3 sell, lease or otherwise dispose of all or any part of the property belonging to the CIO. In exercising this power, the CIO must comply as appropriate with s.117 and s.119 to s.123 of the Charities Act 2011;
- 4.4 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 that clause;
- 4.5 deposit or invest funds, employ a professional fund-manager, and arrange for the investments or other property of the CIO to be held in the name of a nominee, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000.

5. Application of income and property

- 5.1 The income and property of the CIO must be applied solely towards the promotion of the objects:
 - 5.1.1 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 that charity trustee when acting on behalf of the CIO;
 - 5.1.2 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, s.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 of the CIO.
- 5.3 Nothing in this clause shall prevent a charity trustee or connected person receiving any benefit or payment which is authorised by clause 6.

6. Benefits and payments to charity trustees and connected persons

6.1 General provisions

No charity trustee or connected person may:

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

- 6.1.2 sell goods, services, or any interest in land to the CIO;
- 6.1.3 be employed by, or receive any remuneration from, the CIO;
- 6.1.4 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. In this clause, a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.

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

- 6.2.1 A charity trustee or connected person may receive a benefit from the CIO as a beneficiary of the CIO provided that it is available generally to the beneficiaries of the CIO.
- 6.2.2 A charity trustee or connected person may be paid reasonable and proper remuneration by the CIO for any goods or services supplied to the CIO (excluding, in the case of a charity trustee, the service of acting as a charity trustee and services performed under a contract of employment with the CIO) provided that only a minority of the charity trustees may be in receipt of remuneration under this provision at any time (and for these purposes a charity trustee shall be treated as being in receipt of remuneration if a person who is a connected person in relation to that charity trustee is in receipt of remuneration).
- 6.2.3 A charity trustee or connected person may receive interest on money lent to the CIO at a reasonable and proper rate.
- 6.2.4 A charity trustee or connected person may receive rent for premises let by the trustee or connected person to the CIO. The amount of the rent and the other terms of the lease must be reasonable and proper. The 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.
- 6.2.5 A charity trustee or connected person may take part in the normal trading and fundraising activities of the CIO on the same terms as members of the public.
- 6.3 In clause 6.2:
 - 6.3.1 "the CIO" includes any company in which the CIO:
 - (a) holds more than 50% of the shares; or
 - (b) controls more than 50% of the voting rights attached to the shares; or
 - (c) has the right to appoint one or more directors to the board of the company;
 - 6.3.2 "connected person" includes any person within the definition set out in clause 31 (Interpretation).

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

Declaration of interests

- 7.1 A charity trustee must declare the nature and extent of:
- 7.1.1 any interest, direct or indirect, which they have in a proposed transaction or arrangement with the CIO or in any transaction or arrangement entered into by the CIO which has not previously been declared; and
 - 7.1.2 any interest, direct or indirect, or any duty which they have which conflicts or may reasonably be regarded as conflicting with the interests of the CIO or the charity trustee's duties to the CIO.

Involvement in decision-making

- 7.2 A charity trustee's entitlement to participate in decision-making in relation to a matter depends on whether:
- 7.2.1 their situation could reasonably be regarded as likely to give rise to a conflict of interest or duties in respect of the CIO (a "Potential Conflict Situation"); or
 - 7.2.2 this is not the case (a "No Conflict Situation").
- 7.3 Any uncertainty about whether a situation is a Potential Conflict Situation or a No Conflict Situation in relation to a matter shall be decided by a majority decision of the other charity trustees taking part in the relevant decision.
- 7.4 For the avoidance of doubt, the following transactions or arrangements shall be presumed as not reasonably likely to give rise to a conflict of interest (and shall therefore be regarded as giving rise to a No Conflict Situation), provided all of the affected charity trustees have the same interest:
- 7.4.1 the approval of charity trustee expenses policies;
 - 7.4.2 the payment of premiums for charity trustee indemnity insurance (in accordance with clause 5.1.2); and
 - 7.4.3 the conferring of any benefit on any person in their capacity as a beneficiary of the CIO (as permitted under clause 6.2.1) where the benefit is available generally to the beneficiaries of the CIO.
- 7.5 A charity trustee in a No Conflict Situation can participate in the decision-making process, be counted in the quorum and vote in relation to the relevant matter.
- 7.6 A charity trustee in a Potential Conflict Situation can participate in the decision-making process, be counted in the quorum and vote in relation to the relevant matter, unless:
- 7.6.1 a majority of the other charity trustees taking part in the relevant decision decide otherwise; or

7.6.2 the decision relates to a transaction or arrangement from which the charity trustee would benefit personally, either directly or indirectly;

in which case clause 7.7 applies to the decision.

7.7 If this clause 7.7 applies, the relevant charity trustee must:

7.7.1 not take part in the making of the decision whether or not to enter into that transaction or arrangement; and

7.7.2 must not vote or be counted as part of the quorum necessary for the discharge of that business.

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.

9. **Charity trustees**

9.1 **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:

9.1.1 to exercise their powers and to perform their functions in their capacity as a trustee of the CIO in the way that that trustee decides in good faith would be most likely to further the purposes of the CIO; and

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

(a) any special knowledge or experience that that charity trustee has or holds themselves out as having; and

(b) if they act 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.

9.2 **Eligibility for trusteeship**

9.2.1 Every charity trustee must be a natural person.

9.2.2 No individual may be appointed as a charity trustee of the CIO:

(a) if they are under the age of 18 years; or

(b) if they would automatically cease to hold office under the provisions of clause 12.1.5.

9.2.3 No one is entitled to act as a charity trustee whether on appointment or on any re-appointment until they have expressly acknowledged, in whatever way the charity trustees decide, their acceptance of the office of charity trustee.

9.3 **Number of charity trustees**

9.3.1 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.

9.3.2 The maximum number of charity trustees shall be decided by resolution of the charity trustees and unless so decided shall be 15. The charity trustees may not appoint any charity trustee if as a result the number of charity trustees would exceed such a maximum.

9.4 **First charity trustees**

The first charity trustees are as follows:

Martin Webster

John Shepherd

Alison Knapp

10. **Appointment of charity trustees**

10.1 Apart from the first charity trustees, every charity trustee must be appointed by a resolution passed at a properly convened meeting of the charity trustees.

10.2 The City of London Corporation shall have the right to nominate one charity trustee provided that such person is a Member of the Court of Common Council (an Alderman/woman or Common Councillor). Such individual shall not take office until appointed by the charity trustees in accordance with clause 10.1 (and, for the avoidance of doubt, the decision to appoint such individual shall be entirely at the discretion of the charity trustees having regard to the matters set out in clause 10.3).

10.3 In selecting individuals for appointment as charity trustees, the charity trustees must have regard to the skills, knowledge, diversity and experience needed for the effective administration of the CIO.

11. **Information for new charity trustees**

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

11.1 a copy of the current version of this constitution; and

11.2 a copy of the CIO's latest Trustees' Annual Report and statement of accounts.

12. **Retirement and removal of charity trustees**

12.1 A charity trustee ceases to hold office if the charity trustee:

12.1.1 resigns by notifying the CIO in writing (but only if enough charity trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings);

- 12.1.2 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 that charity trustee's office be vacated;
 - 12.1.3 dies;
 - 12.1.4 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;
 - 12.1.5 is disqualified from acting as a charity trustee by virtue of s.178 to s.180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision); or
 - 12.1.6 is removed from office by a resolution passed at a meeting of the charity trustees at which half of the charity trustees are present. Such a resolution shall not be passed unless the charity trustee concerned has been given at least 14 days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at the charity trustee's option) being heard by or of making written representations to the charity trustees.
- 12.2 A charity trustee also ceases to hold office at the end of the term set at the time of their appointment or reappointment, unless reappointed as permitted by clause 12.3.
- 12.3 Subject to clause 12.1, each charity trustee shall be appointed for an initial term not exceeding three years and may be reappointed by resolution of the charity trustees for a second term not exceeding three years. A charity trustee may only be reappointed for a third term not exceeding three years if the charity trustees resolve that exceptional circumstances apply making such a reappointment desirable. No charity trustee shall serve for more than nine consecutive years and, having served for nine consecutive years, may not be reappointed as a charity trustee.

13. **Taking of decisions by charity trustees**

Any decision may be taken either:

- 13.1 at a meeting of the charity trustees; or
- 13.2 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:
 - 13.2.1 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
 - 13.2.2 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 address as the charity trustees may resolve (including without limitation an email address) within 28 days of the circulation date.

14. **Delegation by charity trustees**

14.1 The charity trustees may delegate any of their powers or functions to a committee or committees, and, if they do, they shall determine the terms and conditions on which the delegation is made. The charity trustees may at any time alter those terms and conditions or revoke the delegation.

14.2 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:

14.2.1 a committee may consist of two or more persons, but at least one member of each committee must be a charity trustee;

14.2.2 the acts and proceedings of any committee must be brought to the attention of the charity trustees as a whole as soon as is reasonably practicable; and

14.2.3 the charity trustees shall from time to time review the arrangements which they have made for the delegation of their powers.

15. **Meetings of charity trustees**

15.1 **Calling meetings**

15.1.1 Any charity trustee may call a meeting of the charity trustees.

15.1.2 Subject to that, the charity trustees shall decide how their meetings are to be called, and what notice is required.

15.2 **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.

15.3 **Procedure at meetings**

15.3.1 No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken. The quorum is two charity trustees, or the number nearest to one third of the total number of charity trustees, whichever is greater, 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 they are not entitled to vote.

15.3.2 Questions arising at a meeting shall be decided by a majority of the charity trustees present and voting.

15.3.3 In the case of an equality of votes, the person who chairs the meeting shall have a second or casting vote.

15.4 **Participation in meetings by electronic means**

15.4.1 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 (for example via telephone or video conferencing, electronic facilities and/or electronic platforms).

15.4.2 Any charity trustee participating at a meeting by suitable electronic means agreed by the charity trustees in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting.

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

16. **Membership of the CIO**

16.1 The members of the CIO shall be its charity trustees for the time being. The only persons eligible to be members of the CIO are its charity trustees. Membership of the CIO cannot be transferred to anyone else.

16.2 Any member and charity trustee who ceases to be a charity trustee automatically ceases to be a member of the CIO.

17. **Informal or associate (non-voting) membership**

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

17.2 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.

18. **Decisions which must be made by the members of the CIO**

18.1 Any decision to:

18.1.1 amend the constitution of the CIO;

18.1.2 amalgamate the CIO with, or transfer its undertaking to, one or more other CIOs, in accordance with the Charities Act 2011; or

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

must be made by a resolution of the members of the CIO (rather than a resolution of the charity trustees).

18.2 Decisions of the members may be made either:

18.2.1 by resolution at a general meeting; or

18.2.2 by resolution in writing, in accordance with clause 18.4.

- 18.3 Any decision specified in clause 18.1 must be made in accordance with the provisions of clause 28 (Amendment of constitution), clause 29 (Voluntary winding up or dissolution), or the provisions of the Charities Act 2011, the General Regulations or the Dissolution Regulations as applicable. Those provisions require the resolution to be agreed by a 75% majority of those members voting at a general meeting or agreed by all members in writing.
- 18.4 Except where a resolution in writing must be agreed by all the members, a resolution may be agreed by a simple majority of all the members who are entitled to vote on it. Such a resolution shall be effective provided that:
- 18.4.1 a copy of the proposed resolution has been sent to all the members eligible to vote; and
- 18.4.2 the required 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, by a statement of their identity accompanying the document, or in such other manner as the CIO has specified.

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

19. **General meetings of members**

19.1 **Calling of general meetings of members**

The charity trustees may designate any of their meetings as a general meeting of the members of the CIO. The purpose of such a meeting is to discharge any business which must by law be discharged by a resolution of the members of the CIO as specified in clause 18 (Decisions which must be made by the members of the CIO).

19.2 **Notice of general meetings of members**

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

19.2.2 Except where a specified period of notice is strictly required by another clause in this constitution, by the Charities Act 2011 or by the General Regulations, a general meeting may be called by shorter notice if it is so agreed by a majority of the members of the CIO.

19.2.3 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. Where notice is sent by post, it shall be deemed to be received 48 hours after it was posted. Where notice is sent in electronic form (for example, by email), it shall be deemed to be received on the same day it was sent.

19.3 **Procedure at general meetings of members**

The provisions in clauses 15.2 to 15.4 governing the chairing of meetings, procedure at meetings and participation in meetings by electronic means apply to any general meeting of the members, with all references to trustees to be taken as references to members.

20. **Saving provisions**

20.1 Subject to clause 20.2, all decisions of the charity trustees, or of a committee of charity trustees, shall be valid notwithstanding the participation in any vote of a charity trustee:

20.1.1 who was disqualified from holding office;

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

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

20.1.4 for whom there is a technical defect in their appointment as a trustee of which the 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.

20.2 Clause 20.1 does not permit a charity trustee to keep any benefit that may be conferred upon them by a resolution of the charity trustees or of a committee of charity trustees if, but for clause 20.1, the resolution would have been void, or if the charity trustee has not complied with clause 7 (Conflicts of interest).

21. **Execution of documents**

21.1 The CIO shall execute documents either by signature or by affixing its seal (if it has one).

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

21.3 If the CIO has a seal:

21.3.1 it must comply with the provisions of the General Regulations; and

21.3.2 the seal must only be used by the authority of the charity trustees or of a 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 so determined it shall be signed by two charity trustees.

22. **Use of electronic communications**

22.1 **General**

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

22.1.1 the requirement to provide within 21 days to any member on request a hard copy of any document or information sent to the member otherwise than in hard copy form;

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

22.2 **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.

22.3 **By the CIO**

22.3.1 Any member or charity trustee of the CIO, by providing the CIO with their 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 their unwillingness to receive such communications in that form.

22.3.2 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 clause 19.2 (Notice of general meetings);
- (b) give charity trustees notice of their meetings in accordance with clause 15.1 (Calling meetings); and
- (c) submit any proposal to the members or charity trustees for decision by written resolution in accordance with the CIO's powers under clause 18 (Members' decisions) or clause 18.4 (Decisions taken by resolution in writing).

22.3.3 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.

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, a (combined) register of its members and charity trustees.

24. **Minutes**

The charity trustees must keep minutes of all:

24.1 appointments of officers made by the charity trustees;

24.2 proceedings at general meetings of the CIO;

24.3 meetings of the charity trustees and committees of charity trustees including:

- (a) the names of the trustees present at the meeting;
- (b) the decisions made at the meetings; and

- (c) where appropriate the reasons for the decisions;
- 24.4 decisions made by the charity trustees otherwise than in meetings.
25. **Accounting records, accounts, annual reports and returns, register maintenance**
- 25.1 The charity trustees must comply with the requirements of the Charities Act 2011 with regard to the keeping of accounting records, to the preparation and scrutiny of statements of account, and to the preparation of annual reports and returns. The statements of account, reports and returns must be sent to the Charity Commission, regardless of the income of the CIO, within 10 months of the financial year end.
- 25.2 The charity trustees must comply with their obligation to inform the Commission within 28 days of any change in the particulars of the CIO entered on the Central Register of Charities.
26. **Rules**
- The charity trustees may from time to time make such reasonable and proper rules or byelaws as they may deem necessary or expedient for the proper conduct and management of the CIO, but such rules or byelaws must not be inconsistent with any provision of this constitution. Copies of any such rules or byelaws currently in force must be made available to any member 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 s.224 to s.227 of the Charities Act 2011:
- 28.1 This constitution can only be amended:
- 28.1.1 by resolution agreed in writing by all members of the CIO; or
- 28.1.2 by a resolution passed by a 75% majority of those voting at a general meeting of the members of the CIO called in accordance with clause 19 (General meetings of members).
- 28.2 Any alteration of the CIO's objects (clause 3), of any provision of the CIO's constitution directing the application of property on its dissolution (clause 29), or of any provision of the CIO's constitution 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.
- 28.3 No amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid.

28.4 A copy of every resolution amending the constitution, together with a copy of the CIO's constitution as amended must be sent to the Commission by the end of the period of 15 days beginning with the date of passing of the resolution.

29. **Voluntary winding up or dissolution**

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

29.1.1 at a general meeting of the members of the CIO called in accordance with clause 19 (General meetings of members), of which not less than 14 days' notice has been given to those eligible to attend and vote:

(a) by a resolution passed by a 75% majority of those voting, or

(b) by a resolution passed by decision taken without a vote and without any expression of dissent in response to the question put to the general meeting; or

29.1.2 by a resolution agreed in writing by all members of the CIO.

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

29.2.1 any resolution for the winding up of the CIO, or for the dissolution of the CIO without winding up, may contain a provision directing how any remaining assets of the CIO shall be applied;

29.2.2 if the resolution does not contain such a provision, the charity trustees must decide how any remaining assets of the CIO shall be applied;

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

29.3 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:

29.3.1 the charity trustees must send with their application to the Commission:

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

(b) 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

(c) 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;

29.3.2 the charity trustees must ensure that a copy of the application is sent within seven days to every member and employee of the CIO, and to any charity trustee of the CIO who was not privy to the application.

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

30. **Formation of the CIO**

The CIO is the successor corporate charity of the Voluntary Hospital which has supported staff and patients at the Hospital since 1546 and, in relation to this, the Charity Commission has agreed to make an Order on or soon after the establishment of the CIO to vest the funds of the Voluntary Hospital in the CIO. Following the CIO's establishment, the charity trustees intend for the CIO to merge with The Rahere Association to continue the work of those two charities at the Hospital.

31. **Interpretation**

In this constitution:

"City of London Corporation" means The Mayor and Commonalty and Citizens of The City of London.

"connected person" means:

- (a) a child, parent, grandchild, grandparent or sibling 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.

S.118 of the Charities Act 2011 applies for the purposes of interpreting the terms used in this constitution.

"General Regulations" means the Charitable Incorporated Organisations (General) Regulations 2012.

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

The **"Communications Provisions"** means the Communications Provisions in Part 9, Chapter 4 of the General Regulations.

"charity trustee" means a charity trustee of the CIO.

"health research" means research into matters relating to people's physical or mental health.

the **"Hospital"** means St Bartholomew's Hospital on its site at West Smithfield, London (and any other land or site occupied by St Bartholomew's Hospital from time to time).

the **"Medical School"** means Queen Mary University of London Faculty of Medicine and Dentistry, alternatively known as Barts and The London School of Medicine and Dentistry.

the **"Rahere Association"** means the **Rahere Association**, a company limited by guarantee registered in England and Wales with number 00485984 and with charity number 221171).

the **"Voluntary Hospital"** means the Voluntary Hospital of St Bartholomew which, prior to its dissolution, was an unincorporated charity registered in England and Wales with charity number 246904.