
Constitution
of
The Musique-Cordiale Trust

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The Musique-Cordiale Trust

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The Musique-Cordiale Trust

Constitution of a Charitable Incorporated Organisation whose only voting members are its Trustees ('Foundation' Constitution)

Date of constitution (last amended)

.....

1. Name

The name of the charitable incorporated organisation ("the Charity") is The Musique-Cordiale Trust

2. National location of principal office

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

3. Objects

The objects of the Charity are:

- 3.1 To advance education for the public benefit particularly (but not exclusively) in relation to the music, arts and performing arts; and
- 3.2 To advance the arts for the public benefit particularly (but not exclusively) by promoting and facilitating access to music, public performances and the arts.

4. Powers

The Charity has power to do anything which is calculated to further its objects or is conducive or incidental to doing so. In particular, but without limitation, the Charity 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 Charity must comply as appropriate with 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 Charity (in exercising this power, the Charity must comply as appropriate with the Charities Act 2011);
- 4.4 employ and remunerate such staff as are necessary for carrying out the work of the Charity (the Charity may employ or remunerate a Trustee only to the extent that it is permitted to do so by clause 6 (Benefits and payments to Trustees and Connected Persons) and provided it complies with the conditions of that clause);

- 4.5 deposit funds and invest funds not immediately required for the Charity's objects in or upon such investments, securities or other property as the Trustees think fit;
- 4.6 employ a professional fund-manager, and arrange for the investments or other property of the Charity to be held in the name of a nominee, in such manner as the Trustees think fit;
- 4.7 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits;
- 4.8 incorporate and acquire subsidiary companies to carry on any trade; and
- 4.9 impose restrictions, which may be revocable or irrevocable, on the use of any property of the Charity, including (without limitation) by creating permanent endowment.

5. Application of income and property

- 5.1 The income and property of the Charity must be applied solely towards the promotion of its objects.
- 5.2 None of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member of the Charity unless the payment is permitted by clause 6.

6. Benefits and payments to Trustees and Connected Persons

6.1 *General provisions*

No Trustee or Connected Person may:

- 6.1.1 sell goods, services, or any interest in land to the Charity;
- 6.1.2 be employed by, or receive any remuneration from, the Charity; and/or
- 6.1.3 receive any other financial benefit from the Charity,
unless:
 - (a) the payment or benefit is permitted by clause 6.2 or authorised by the court or the Charity Commission; and
 - (b) the Trustee concerned (including, in the case of a Connected Person, the Trustee to whom the Connected Person is connected) has complied with clause 15.1 .

6.2 A Trustee or Connected Person may receive the following benefits from the Charity:

- 6.2.1 A Trustee or Connected Person may receive a benefit from the Charity as a beneficiary of the Charity.
- 6.2.2 A Trustee or Connected Person may be paid reasonable and proper remuneration by the Charity for any goods or services supplied to the

Charity on the instructions of the Trustees (excluding, in the case of a Trustee, the service of acting as a Trustee and services performed under a contract of employment with the Charity) provided that this provision may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is a Connected Person in relation to that Trustee).

- 6.2.3 A Trustee or Connected Person may receive interest on money lent to the Charity at a reasonable and proper rate.
- 6.2.4 A Trustee or Connected Person may receive reasonable and proper rent for premises let by the Trustee or Connected Person to the Charity.
- 6.2.5 A Trustee or Connected Person may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.
- 6.2.6 A Trustee is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity.
- 6.2.7 A Trustee may benefit from trustee indemnity insurance cover purchased at the Charity's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.

provided that where benefits are conferred under clause 6.2, clause 15 (Conflicts of Interest) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit.

- 6.3 In clause 6.2 "the Charity" includes any company in which the Charity:
 - 6.3.1 holds more than 50% of the shares; or
 - 6.3.2 controls more than 50% of the voting rights attached to the shares; or
 - 6.3.3 has the right to appoint one or more directors to the board of the company.

7. Liability of Members to contribute to the assets of the Charity if it is wound up

- 7.1 If the Charity is wound up, each Member of the Charity is liable to contribute to the assets of the Charity such amount (but not more than £1) as may be required for payment of the debts and liabilities of the Charity contracted before that person ceases to be a member, for payment of the costs, charges and expenses of winding up, and for adjustment of the rights of the contributing members among themselves.
- 7.2 In clause 7.1 "Member" includes any person who was a member of the Charity within 12 months before the commencement of the winding up.
- 7.3 But subject to that, the Members of the Charity have no liability to contribute to its assets if it is wound up, and accordingly have no personal responsibility for the settlement of its debts and liabilities beyond the amount that they are liable to contribute.

8. Trustees

8.1 *Functions and duties of Trustees*

The Trustees shall manage the affairs of the Charity and may for that purpose exercise all the powers of the Charity. It is the duty of each Trustee:

- 8.1.1 to exercise his or her powers and to perform his or her functions in his or her capacity as a trustee of the Charity in the way he or she decides, in good faith, would be most likely to further the purposes of the Charity; and
- 8.1.2 to exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances, having regard in particular:
 - (a) to any special knowledge or experience that he or she has or purports to have; and
 - (b) if he or she acts as a Trustee of the Charity 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.

8.2 *Eligibility for trusteeship*

No one may be appointed as a Trustee if he or she is under the age of 18 years.

8.3 *Number of Trustees*

- 8.3.1 There must be at least three Trustees. If the number falls below this minimum, the remaining Trustee or Trustees may act only to call a meeting of the Trustees, or appoint a new Trustee.
- 8.3.2 There is no maximum number of Trustees that may be appointed to the Charity.

8.4 *First Trustees*

The first Trustees of the Charity are Jonathan Barker, Celia Bangham, David Christie, Christopher Hoyle, Derek Logan and David Lowe.

9. Appointment and automatic retirement of Trustees

- 9.1 Any person who is willing to act as a Trustee, and who would not be disqualified from acting under the provisions of clause 10, may be appointed to be a Trustee by a decision of the Trustees.

9.2 *Automatic retirement*

- 9.2.1 With effect from January 2017, at every Annual Retirement Meeting one third, or the number nearest to one third, of the Trustees, being those who have been longest in office since their last appointment or reappointment, must retire from office. Where more than one third of the Trustees have

served for the same period of time since their last appointment or reappointment those Trustees shall agree amongst themselves which Trustees shall retire, or in the event that agreement cannot be reached, the decision shall be made by lot.

The retirement takes effect at the conclusion of the meeting unless the Trustee is reappointed.

9.2.2 The Annual Retirement Meeting shall be the meeting of the Trustees at which the accounts of the Charity are adopted.

9.3 If the retirement of a Trustee under clause 9.2 causes the number of Trustees to fall below that set out in clause 8.3.1 then the retiring Trustee shall remain in office until a new appointment is made.

10. Disqualification, retirement and removal of Trustees

A Trustee ceases to hold office if:

10.1 he or she retires by notifying the Charity in writing (but only if two Trustees will remain in office when the notice of resignation takes effect);

10.2 he or she fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason;

10.3 the Trustees reasonably believe that he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;

10.4 he or she is disqualified under the Charities Act 2011 from acting as a Trustee;

10.5 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear 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 his or her option) being heard by or of making written representations to the Trustees; or

10.6 he or she ceases to be a Member of the Charity.

11. Chair

The Trustees may appoint one of their number to be the Chair of the Trustees for such term of office as they determine and may at any time remove him or her from that office.

12. Taking of decisions by Trustees

Any decision of the Trustees may be taken either:

12.1 at a meeting of the Trustees called and held in accordance with clause 13; or

12.2 by a unanimous resolution taken in accordance with clause 14.

13. Meetings of Trustees

13.1 *Calling meetings*

13.1.1 Any Trustees may call a Trustees' meeting.

13.1.2 A Trustees' meeting must be called by at least seven Clear Days' notice unless either:

- (a) all the Trustees agree; or
- (b) urgent circumstances require shorter notice.

13.1.3 Notice of Trustees' meetings must be given to each Trustee.

13.1.4 Every notice calling a Trustees' meeting must specify:

- (a) the place, day and time of the meeting;
- (b) the general nature of the business to be considered at such meeting; and
- (c) if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

13.1.5 Notice of Trustees' meetings need not be in writing.

13.2 *Chairing of Trustees' meetings*

The Chair of the Trustees, if any, or in his or her absence another Trustee nominated by the Trustees present shall preside as chair of each Trustees' meeting.

13.3 *Procedure at Trustees' meetings*

13.3.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

13.3.2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than two, and unless otherwise fixed it is two or one-third of the total number of Trustees, whichever is the greater.

13.3.3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision to appoint further Trustees.

13.4 Questions arising at a meeting shall be decided by a majority of the Trustees present and voting.

- 13.5 In the case of an equality of votes, the chair of the meeting shall have a second or casting vote.

This does not apply if, in accordance with the constitution, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

13.6 ***Participation in meetings by electronic means***

- 13.6.1 Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:

- (a) the meeting has been called and takes place in accordance with the constitution; and
- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing).

- 13.6.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.

14. Unanimous decisions without a meeting

- 14.1 A decision is taken in accordance with this clause 14 when all of the Trustees indicate to each other by any means (including without limitation by Electronic Means, such as by email or by telephone) that they share a common view on a matter. The Trustees cannot rely on this clause 14 to make a decision if one or more of the Trustees has a conflict of interest which, under clause 15, results in them not being entitled to vote.

- 14.2 Such a decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in writing.

- 14.3 A decision which is made in accordance with this clause 14 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:

- 14.3.1 approval from each Trustee must be received by one person being either such person as all the Trustees have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Trustees;

- 14.3.2 following receipt of responses from all of the Trustees, the Recipient must communicate to all of the Trustees (by any means) whether the resolution has been formally approved by the Trustees in accordance with this clause 14;

- 14.3.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and

14.3.4 the Recipient must prepare a minute of the decision in accordance with clause 28.

15. Trustee interests and management of conflicts of interest

15.1 *Declaration of interests*

A Trustee must declare the nature and extent of:

15.1.1 any direct or indirect material interest which he or she has in a proposed transaction or arrangement with the Charity; and

15.1.2 any direct or indirect interest or any duty which he or she has which conflicts or may conflict with the interests of the Charity or his or her duties to the Charity.

15.2 *Participation in decision-making*

If a Trustee's interest or duty cannot reasonably be regarded as giving rise to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process. 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 provided all of the Trustees have the same interest:

15.2.1 approval of trustee expenses policies;

15.2.2 payment of premiums for trustee indemnity insurance;

15.2.3 receipt by a Trustee in his or her capacity as beneficiary of the charity of benefits which are available generally to all beneficiaries.

15.3 If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she must:

15.3.1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;

15.3.2 not be counted in the quorum for that part of the process; and

15.3.3 withdraw during the vote and have no vote on the matter.

15.4 *Register of Trustees' interests*

The Trustees must cause a register of Trustees' interests to be kept.

16. Trustees may delegate

- 16.1 Subject to this constitution, the Trustees may delegate any of their powers or functions to any committee.
- 16.2 Subject to this constitution, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Charity to any person or committee.
- 16.3 Any delegation by the Trustees may be:
 - 16.3.1 by such means;
 - 16.3.2 to such an extent;
 - 16.3.3 in relation to such matters or territories; and
 - 16.3.4 on such terms and conditions,as they think fit.
- 16.4 The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.
- 16.5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.
- 16.6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine.

17. Committees

- 17.1 In the case of delegation to committees:
 - 17.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);
 - 17.1.2 the composition of any committee shall be entirely in the discretion of the Trustees and may include such of their number (if any) as the resolution may specify;
 - 17.1.3 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee must appoint a secretary for that purpose;
 - 17.1.4 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and

17.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.

17.2 The meetings and proceedings of any committee shall be governed by the provisions of this constitution regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any regulations made by the Trustees.

18. Delegation of investment management

The Trustees may delegate the management of investments to a Financial Expert or Experts provided that:

18.1 the investment policy is set down in writing for the Financial Expert or Experts by the Trustees;

18.2 timely reports of all transactions are provided to the Trustees;

18.3 the performance of the investments is reviewed regularly with the Trustees;

18.4 the Trustees are entitled to cancel the delegation arrangement at any time;

18.5 the investment policy and the delegation arrangements are reviewed regularly;

18.6 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and

18.7 the Financial Expert or Experts must not do anything outside the powers of the Trustees.

19. Membership of the Charity

19.1 The Members of the Charity shall be its Trustees for the time being. The only persons eligible to be Members of the Charity are its Trustees. Membership of the Charity cannot be transferred to anyone else.

19.2 A Member and Trustee who ceases to be a Trustee automatically ceases to be a Member of the Charity.

20. Decisions which must be made by the Members of the Charity

Any decision to:

20.1 amend the constitution of the Charity;

20.2 amalgamate the Charity with, or transfer its undertaking to, one or more other charitable incorporated organisations, in accordance with the Charities Act 2011; or

20.3 wind up the Charity voluntarily or dissolve the Charity (including transferring its business to any other charity);

must be made by a resolution of the Members of the Charity (rather than a resolution of the Trustees).

21. Members' decisions

21.1 *General provisions*

Decisions of the Members of the Charity may be taken either:

21.1.1 by means of a resolution passed by vote at a general meeting (in accordance with clause 21.2); or

21.1.2 by means of a written resolution (as provided in clause 21.3).

21.2 *Taking decisions at a meeting*

Any decision of the Members of the Charity may be taken by means of a resolution passed by a 75% majority of those Members voting at a general meeting.

21.3 *Taking decisions by written resolution*

The Members of the Charity may make decisions by resolution in writing agreed to by all of the Members of the Charity. Members signify their agreement by sending to the Charity a document to that effect signed by them or authenticated in any other manner agreed by the Trustees. The resolution may comprise several copies to which one or more Members has signified their agreement. The resolution comes into effect once the agreement of all of the Members has been received by the Charity.

21.4 *Members' resolutions and conflicts of interest*

21.4.1 A Trustee who would benefit personally, whether directly or indirectly, from a transaction or arrangement into which a Charity proposes to enter must not take part in any decision of the Members whether or not to enter into that transaction or arrangement.

21.4.2 Clause 21.4.1 does not apply where the transaction or arrangement proposed to be entered into by the Charity cannot reasonably be regarded as likely to give rise to a conflict of interest.

22. General meetings of Members

22.1 *Calling of general meetings of Members*

Any two Trustees may call a general meeting of the Members of the Charity for the purpose of discharging any business which must by law be discharged by a resolution of the Members of the Charity as specified in clause 20.

22.2 *Notice of general meetings of Members*

22.2.1 At least 14 Clear Days' notice of a general meeting of the Members of the Charity must be given to all of the Members of the Charity.

22.2.2 If not less than 90% of all of the Members of the Charity who are entitled to vote at the meeting agree, any resolution may be proposed and passed at the meeting even though the requirements of clause 22.2.1 have not been met.

22.2.3 The notice of any general meeting must:

- (a) state the place, date and time and date of the meeting; and
- (b) 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.

22.3 *Procedure at general meetings of Members*

The provisions in clauses 13.2, 13.3.1 and 13.6 of this constitution (which deal with the chairing of Trustees' meetings, the quorum at Trustees' meetings and participation in Trustees' meetings by electronic means) shall apply to general meetings of the Members of the Charity, with all references to Trustees to be taken as references to Members of the Charity.

23. Validity of Trustee actions

All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.

24. Irregularities

The proceedings at any meeting or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

25. Patrons

The Trustees may appoint and remove any individual(s) as patron(s) of the Charity on such terms as they shall think fit.

26. Execution of documents

26.1 Documents may be executed:

26.1.1 by the Charity, in accordance with this clause 26; or

26.1.2 on behalf of the Charity, by a person acting under the express or implied authority of the Charity.

26.2 Where a document is executed by the Charity in accordance with clause 26.1.1, it may be executed either:

26.2.1 by being signed by at least two of the Trustees; or

26.2.2 by the affixing of its seal (if it has one).

26.3 If the Charity has a seal:

26.3.1 The Charity must have its name engraved in legible characters on the seal.

26.3.2 The seal must only be used by the authority of the Trustees or of a committee of Trustees duly authorised by the Trustees.

26.3.3 The Trustees may determine who shall sign any document to which the seal is affixed and unless otherwise determined it shall be signed by two Trustees.

27. Keeping of Registers

The Charity 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 Trustees.

28. Minutes

The Trustees must keep minutes of all:

28.1 proceedings at general meetings of the Charity;

28.2 meetings of the Trustees and committees of Trustees, including:

28.2.1 the names of the Trustees present at the meeting;

28.2.2 the decisions made at the meetings; and

28.2.3 where appropriate the reasons for the decisions;

28.3 resolutions and decisions made by the Trustees and members of the Charity otherwise than in meetings.

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

29.1 The Trustees must comply with the requirements of the Charities Act 2011 with regard to the keeping of accounting records, the preparation and scrutiny of statements of accounts, and the preparation of annual reports and returns.

29.2 The Trustees must inform the Charity Commission within 28 days of any change in the particulars of the Charity entered on the Central Register of Charities.

30. Rules

The Trustees may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Charity, but such rules or bye laws must not be inconsistent with any provision of this constitution.

31. Disputes

If a dispute arises between Members of the Charity 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.

32. Communications

32.1 *Communications to the Charity*

32.1.1 Any Member or Trustee of the Charity may send documents or information to the Charity:

- (a) by hand; or
- (b) by post,

by sending it to the principal office or any other address specified by the Charity for this purpose.

32.1.2 Any Member or Trustee of the Charity may send documents or information to the Charity in Electronic Form or by Electronic Means (for example by email), provided that:

- (a) In the case of documents or information sent in Electronic Form, the Charity has agreed (generally or specifically) to receive documents or information in that form (and has not revoked that agreement), or is treated as having agreed to receive documents or information in that form under clause 32.3.
- (b) Documents or information sent by Electronic Means must be sent to either:
 - (i) an address specified by the Charity for the purpose; or
 - (ii) an address to which clause 32.3 applies.
- (c) Communications sent by Electronic Means must be authenticated in a manner which is satisfactory to the Charity.

32.2 *Communications by the Charity*

32.2.1 The Charity may send documents or information to any Member or Trustee of the Charity by hand or by post, by handing it to them or by sending it to:

- (a) an address specified for the purpose by the intended recipient; or
- (b) their address as shown in the Charity's combined register of Members or Trustees; or

- (c) where the Charity is unable to obtain an address falling within clauses 32.2.1 or 32.2.1, the intended recipient's last address known to the Charity.
- 32.2.2 The Charity may send or supply documents or information to any Member or Trustee of the Charity in Electronic Form or by Electronic Means (including by email or by making it available on a website), provided that:
- (a) the intended recipient has agreed (generally or specifically) to receive documents or information in that form or by such means (and has not revoked that agreement); or
 - (b) (in the case of documents or information sent in Electronic Form) the intended recipient is treated as having agreed to receive documents or information in that form or by such means under clause 32.2.3; or
 - (c) (in the case of documents or information made available via a website) the intended recipient is treated as having agreed to receive documents or information in that manner under paragraph 10 of Schedule 3 of the General Regulations.
- 32.2.3 Any Member or Trustee of the Charity, by virtue of becoming a Member of the CIO and by providing the Charity with his or her email address or similar, is taken to have agreed to receive communications from the Charity in Electronic Form at that address, unless the Member has indicated to the Charity his or her unwillingness to receive such communications in that form.
- 32.2.4 When communicating any notice or proposal via a website, the Trustees must take reasonable steps to ensure that Members and Trustees are promptly notified of the publication of any such notice or proposal.

32.3 *Charity's deemed agreement to electronic communications*

If the Charity sends or supplies documents or information to another person in Electronic Form:

- 32.3.1 the Charity is treated as having agreed to accept a response in Electronic Form; and
- 32.3.2 where the document or information is sent or supplied by the Charity by Electronic Means from an electronic address, or the Charity has given such an address in the document or information (subject to any limitations specified when providing that address), the Charity is treated as having agreed to the response being sent by Electronic Means to that address.

32.4 *Deemed delivery*

- 32.4.1 Where any document or information is sent or supplied by the Charity to the Trustees or the Members of the Charity:

- (a) where it is sent by post it is deemed to be received 48 hours after it is posted;
- (b) where it is sent or supplied by Electronic Means (for example by email) it is deemed to be received on the same day that it is sent;
- (c) where it is sent or supplied by means of a website, it is deemed to be received:
 - (i) when the material is first made available on the website; or
 - (ii) if later, when the intended recipient received (or is treated as having received) notice of the fact that the material is available on the website.

32.4.2 The intended recipient of a document or information may agree generally or specifically with the Charity that it is deemed to be received within a shorter period than that specified in clause 32.4

33. Amendment of constitution

- 33.1 This constitution can be amended by a resolution of the Members passed in accordance with this constitution.
- 33.2 Amendments to the constitution do not take effect until they have been registered by the Charity Commission in accordance with the Act.
- 33.3 In accordance with section 226 of the Charities Act 2011, any alteration of clause 3 (Objects), clause 34 (Voluntary winding up or dissolution), this clause, or of any provision where the alteration would provide authorisation for any benefit to be obtained by Trustees or Members of the Charity or persons connected with them, requires the prior written consent of the Charity Commission.
- 33.4 The power of the Charity to amend its constitution is not exercisable in any way which would result in the Charity's ceasing to be a charity.
- 33.5 A copy of any resolution altering the constitution, together with a copy of the Charity's constitution as amended, must be sent to the Charity 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.

34. Voluntary winding up or dissolution

- 34.1 At any time before, and in expectation of, the winding up or dissolution of the charity, the trustees may resolve that any net assets of the charity after all its debts and liabilities have been paid, or provision made for them, shall on the dissolution or winding up of the charity be applied or transferred in any of the following ways:
 - 34.1.1 directly for the objects of the charity; or
 - 34.1.2 to any institution or institutions which is or are regarded as charitable under the law of every part of the United Kingdom:

- (a) for purposes similar to the objects of the charity; or
- (b) for use for particular purposes that fall within the objects of the charity.

34.2 In no circumstances shall the net assets of the charity be paid to or distributed among the members of the charity under this Article 34.

34.3 If no resolution is passed in accordance with Article 34.1 the net assets of the charity shall be applied for such purposes regarded as charitable under the law of every part of the United Kingdom as are directed by the Charity Commission

35. Interpretation

35.1 In this constitution:

35.1.1 "Annual Retirement Meeting" has the meaning conferred on it by clause 9.2;

35.1.2 "Trustee" means a Trustee of the Charity;

35.1.3 "Charity" means The Musique-Cordiale Trust;

35.1.4 "Clear Days" means in relation to the period of a notice, means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

35.1.5 "Connected Person" means:

- (a) a child, parent, grandchild, grandparent, brother or sister of the Trustee;
- (b) the spouse or civil partner of the Trustee or of any person falling within clause 35.1.5(a) above;
- (c) a person carrying on business in partnership with the Trustee or with any person falling within clauses 35.1.5(a) or 35.1.5(b) above;
- (d) an institution which is controlled:
 - (i) by the Trustee or any Connected Person falling within clauses 35.1.5(a), 35.1.5(b), or 35.1.5(c) above; or
 - (ii) by two or more persons falling within clause 35.1.5(d)(i), when taken together; and
- (e) a body corporate in which:
 - (i) the Trustee or any Connected Person falling within clauses 35.1.5, 35.1.5(b) to 35.1.5(c) has a substantial interest; or
 - (ii) two or more persons falling within clause 35.1.5(e)(i) who, when taken together, have a substantial interest.

For the purposes of this clause 35.1.5:

- (i) "child" includes a stepchild and an illegitimate child;
- (ii) a person living with another as that person's husband or wife is to be treated as that person's spouse;
- (iii) where two people of the same sex are not civil partners but live together as if they were, each of them is to be treated as the civil partner of the other;
- (iv) a person controls an institution if the person is able to secure that the affairs of the institution are conducted in accordance with the person's wishes;
- (v) any person has a substantial interest in a body corporate if the person or institution in question:
 - is interested in shares comprised in the equity share capital of that body of a nominal value of more than one-fifth of that share capital, or
 - is entitled to exercise, or control the exercise of, more than one-fifth of the voting power at any general meeting of that body.

35.1.6 "Financial Expert" means an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;

35.1.7 "General Regulations" means the Charitable Incorporated Organisations (General) Regulations 2012; and

35.1.8 "Members of the Charity" means the members of the Charity for the purposes of the Act, the General Regulations and the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012.

35.2 A reference to a document or information being sent or supplied in Electronic Form is to a document or information sent by Electronic Means (such as by email or fax) or by any other means while in an electronic form (such as a computer disc sent by post).

35.3 A reference to a document or information being sent or supplied by Electronic Means is to a document or information sent and received by means of electronic equipment for the processing or storage of data and entirely transmitted, conveyed and received by wire, by radio or optical means or by other electromagnetic means.

35.4 Any reference in this constitution to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.