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THE CONSTITUTION OF DOGS TRUST



17 Wakley Street
London

EC1V 7RQ
Registered Charity Numbers: 227523 & SC037843

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THE CONSTITUTION OF DOGS TRUST

1A. INTERPRETATION

1A.1 In this Constitution the following words shall have the following meanings:

Members	persons admitted as Members of DOGS TRUST in accordance with clause 2 of this Constitution.
Officers	the Chairman, Vice Chairman, Honorary Treasurer, Chairman of the Canine Welfare Grants Committee, President and up to six Vice Presidents as appointed in accordance with this Constitution.
Patron	such person or persons as may be appointed as patrons of DOGS TRUST in accordance with clause 7 of this Constitution.
Taxable Trading	any trading activity which will render DOGS TRUST liable to corporation tax.
Trustee	Dogs Trust Trustee Limited a company limited by guarantee, incorporated in England and Wales with company number 8996564.

1A.2 Except where the context otherwise requires, words defined in the Articles of Association of the Trustee bear the same meaning in this Constitution.

1A.3 Headings in this Constitution are used for convenience only and shall not affect the construction or interpretation of this Constitution.

1A.4 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:

- (a) any subordinate legislation from time to time made under it; and
- (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

1A.5 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words which follow those terms.

1A.6 Unless the context otherwise requires, words indicating the singular shall be read as including the plural and vice versa.

1A.7 Unless the context otherwise requires, words denoting any one gender shall include all genders.

1. NAME AND OBJECTS

- 1.1 The name of the Charity shall be "DOGS TRUST" (DOGS TRUST)
- 1.2 DOGS TRUST shall be non-political, non sectarian and non racial.
- 1.3 [The objects of DOGS TRUST shall be (and for the avoidance of doubt whether within the United Kingdom or elsewhere throughout the World) to protect dogs and such other animals in the Trustee's discretion from maltreatment, cruelty, suffering and in furtherance thereof but not otherwise the Trustee shall have the following powers:
 - 1.3.1 To establish and maintain rescue/re-homing centres for the care, treatment and re-homing, where possible, of unwanted, homeless, stray, ill-treated, injured and sick dogs and to provide a permanent home for life for all those that cannot be re-homed.
 - 1.3.2 To ensure that no mentally and physically healthy dog taken into the protection of the rescue/re-homing centres shall be destroyed.
 - 1.3.3 To purchase, lease or otherwise acquire any lands or buildings for the purpose of establishing new rescue/re-homing centres or extending/improving those already existing or to acquire property of any kind for other purposes.
 - 1.3.4 To sell, lease or otherwise dispose of property of any kind (subject to the restrictions imposed by the Charities Act 2011).
 - 1.3.5 To refer any cases of alleged cruelty reported to DOGS TRUST to the appropriate authority or organisation capable of investigating the allegations and of instituting proceedings against the persons concerned, and of monitoring action taken.
 - 1.3.6 To advocate that adequate legislation is passed to ensure that whenever it is necessary for a dog to be destroyed, it shall be carried out in a humane manner.
 - 1.3.7 To monitor, so far as reasonably practical, any Bill, Act of Parliament, Rules, Regulation, Bye-law, EU Directives and Regulations or Order in the U.K. or elsewhere relating to dogs ("Proposals") and to make submissions to the appropriate authorities in respect of any such Proposals or against any that appear to be unjustified or inequitable.
 - 1.3.8 To support actively proposals for the control of the national dog population by advocating neutering dogs whenever practicable or desirable to do so, and to make funds available whenever possible to provide financial assistance to members of the public for this purpose.

- 1.3.9 To maintain a continuous campaign via the media and other methods to educate members of the general public to have a responsible attitude towards dogs and their welfare. In particular, for this purpose books, pamphlets, posters, letters, websites, social media and advertisements shall be printed and published and distributed as necessary.
- 1.3.10 To aid persons of limited means in so far as their dogs' welfare is concerned.
- 1.3.11 To maintain special funds for any of the above objects or any purpose within them.
- 1.3.12 To raise funds by any lawful means other than Taxable Trading.
- 1.3.13 To place on deposit or invest funds in any manner permitted by law.
- 1.3.14 To co-operate with and to establish working arrangements (including financial support) with any kindred associations or organisations in the U.K. or elsewhere.
- 1.3.15 To make provision for the welfare of any animal on a temporary basis or where such provision can usefully or conveniently be made in conjunction with or as part of the provision made primarily for dogs.
- 1.3.16 To conduct research into, or gather information relating to matters affecting dogs and dog behaviour.
- 1.3.17 To provide or assist in the provision of training in animal welfare with particular reference to the welfare of dogs.
- 1.3.18 To borrow money and to give security for loans (subject to the restrictions imposed by the Charities Act 2011).
- 1.3.19 To undertake such other lawful activities that further the objects of the Charity as the Trustee may decide from time to time.]

2. MEMBERSHIP

- 2.1 Membership shall be open to all individuals who subscribe to the aims and objectives, and agree to abide by the Constitution, of DOGS TRUST.
- 2.2 Individuals wishing to apply for membership shall complete an application form and shall forward it, together with the appropriate subscription, to the office of DOGS TRUST. Alternatively prospective Members can join DOGS TRUST using the online membership form on the
- 2.3 website. The Trustee shall retain the right to refuse any application if for any reason it considers that the applicant's membership would not be in the best interests of DOGS TRUST, and any monies received in such a case shall be returned to the applicant forthwith.

2.4 There shall be three categories of membership:-

2.4.1 Ordinary members;

2.4.2 Life members; and

2.4.3 Honorary members;

2.5 ORDINARY MEMBERS

2.5.1 Ordinary members shall be those individuals who have applied and been accepted as members and pay an annual subscription.

2.6 LIFE MEMBERS

Life members shall be those individuals who have notified the Trustee in writing of their wish to become Life members, have been accepted as Life members and have paid the appropriate single subscription.

2.7 HONORARY MEMBERS

2.7.1 Honorary members shall be those individuals whom the Trustee has invited and who have accepted the invitation to become Honorary members. An invitation under this clause may be for a specified period.

2.7.2 The Trustee may at any time terminate honorary membership.

2.7.3 An Honorary member shall be entitled to all the rights and privileges of membership.

2.7.4 The president, the Vice Presidents and the Honorary Treasurer, if not already Members, shall each be deemed to be Honorary members during the period of their office.

2.8 SUSPENSION AND TERMINATION OF MEMBERSHIP

2.8.1 NON PAYMENT OF SUBSCRIPTIONS

2.8.1.1 Any Member who fails to renew his annual subscription by the due date shall:-

2.8.1.1.1 be sent a reminder by or on behalf of the Chief Executive Officer; and

2.8.1.1.2 until the annual subscription is received the Member shall cease to have any rights or privileges of membership or third party insurance cover (being insurance

cover provided by virtue of that person's membership of DOGS TRUST).

2.8.1.2 If the subscription is not renewed and all sums paid within three calendar months of the due date, membership shall be automatically cancelled on that day, whether or not the reminder referred to in clause 2.7.1.1.1 has been sent.

2.8.2 CONDUCT PREJUDICIAL TO THE INTERESTS OF DOGS TRUST

2.8.2.1 If at any time the Trustee shall be of the opinion that the conduct of any Member (Ordinary, Life, or Honorary) is or may be injurious to, or inconsistent with, the interests of DOGS TRUST, or likely to bring DOGS TRUST into disrepute, the Trustee shall take the following action:-

2.8.2.1.1 write to the Member outlining the conduct concerned, inviting the Member to do one or both of the following (i) rectify the issue by a given date; and (ii) forward a written submission in explanation or mitigation by a given date;

2.8.2.1.2 consider any such rectification and/or submission; and, if the Trustee so decides, the Trustee shall notify the Member that such rectification or submission is accepted;

2.8.2.1.3 if no rectification is made and/or submission is received by the given date, or if rectification is made and/or a submission is received and the Trustee so decides after consideration of the rectification and/or submission, the Trustee shall invite the Member to resign;

2.8.2.1.4 if the Member declines to resign he will be expelled from DOGS TRUST on written notice from the Trustee

2.8.2.2 Any decision of the Trustee under this clause shall be by a simple majority of the members of the Council of the Trustee present at a meeting called for this purpose.

2.9 CHANGE OF ADDRESS/NOTICES

2.9.1 Every Member shall keep DOGS TRUST informed of an address to be used in communicating with him, which may be a postal address or an email address.

2.9.2 Any notice required by this Constitution to be given to or by any person must be in writing or by email, to the last postal address or email address, respectively, which has been provided to DOGS TRUST by the Member in accordance with this clause 2.8

2.9.3 DOGS TRUST may give any notice to a Member either:

2.9.3.1 personally; or

2.9.3.2 by sending it by post in a prepaid envelope addressed to the Member at his or her address; or

2.9.3.3 by leaving it at the address of the Member; or

2.9.3.4 by sending it by email, either with or without attachments in any format; or

2.9.3.5 by means of the DOGS TRUST website (provided that where a communication is provided by means of such website, Members shall be notified by electronic means of (a) the presence of the document or information on the website, (b) the address of the website, (c) the place on the website where it may be accessed, and (d) how to access the document or information),

and the choice of format shall be at the discretion of the Trustee.

2.9.4 A Member who does not register an address with DOGS TRUST or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from DOGS TRUST and shall not receive the benefit of any insurance cover arranged or otherwise provided by DOGS TRUST.

2.9.5 A Member present at any meeting of DOGS TRUST in person or by electronic means or by proxy shall be deemed to have received notice of the meeting and of the purposes for which it was called.

2.9.6

2.9.6.1 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.

2.9.6.2 Proof that a notice contained in an electronic communication has been sent, for example a record of transmission, shall be conclusive evidence that the notice was given.

- 2.9.6.3 Where notice is sent by post, service or delivery shall be deemed to be effected at the expiration of 48 hours after the time when such notice is posted (irrespective of the class or type of post used).
- 2.9.6.4 Where notice is sent or supplied by means of electronic communication to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied.
- 2.9.6.5 Where notice is communicated by means of a website, service or delivery shall be deemed to be effected not later than 24 hours after the recipient received notification of the fact by email that the material was available on the website.

3. SUBSCRIPTIONS

- 3.1 The Trustee shall from time to time set the subscription payable by Members and may set different rates for different categories of Members such as senior citizens.
- 3.2 All Members shall pay a subscription at the appropriate rate at the time of submitting an application for membership.
- 3.3 The subscription shall be due for renewal at the rate applicable at the relevant time.
- 3.4 All subscriptions are due in advance.
- 3.5 The Trustee shall review the subscription rates annually and recommend any change in the subscription rate at the Annual General Meeting.

4. TRUSTEE

- 4.1 Subject to the provisions of this Constitution, all questions in the administration and management of DOGS TRUST which are not reserved to the Members in General Meeting shall be the responsibility of the Trustee, acting in accordance with the procedures laid down by its Articles, as the charity trustee of DOGS TRUST.
- 4.2 The Trustee shall cause proper minutes to be made of its proceedings, and those of any of its committees. These shall be signed by the Chairman of the Trustee or committee as evidence of the business transacted.
- 4.3 All bona fide acts done by any meeting of the Trustee or of any committee appointed by it shall be as valid, notwithstanding that it is discovered afterwards that there is some defect in the appointment of any member of the Trustee or committee, or in his continuance as a member thereof, as if every member thereof had been duly appointed and had duly continued.

5. ELECTED COUNCIL MEMBERS OF THE TRUSTEE

- 5.1 The Elected Council members of the Trustee shall consist of paid up members elected at the Annual General Meeting. Members may be nominated for election as Elected Council members of the Trustee by the following procedure consisting of:
- 5.1.1 the completion of a nomination form as set out in APPENDIX 'D' ;
 - 5.1.2 the signatures of a proposer and a seconder both being Members with personal knowledge of the candidate;
 - 5.1.3 the signature of the candidate indicating their willingness to stand for election as an Elected Council member of the Trustee;
 - 5.1.4 attachment of a curriculum vitae relating to the candidate;
 - 5.1.5 submission to the Company Secretary of the Trustee no later than the last day of February immediately preceding the annual general meeting of DOGS TRUST at which the election is to take place.
- 5.2 No nomination may be withdrawn after being submitted except with the candidate's written consent.
- 5.3 The Trustee shall consider all nominations as soon as reasonably practicable after receipt by the Company Secretary and only those nominations approved by the Council of the Trustee may stand for election at the next following annual general meeting of DOGS TRUST.
- 5.4 The Members shall elect the Elected Council members of the Trustee by simple majority in General Meeting from among those so nominated and approved. No more than 12 members shall be so elected.
- 5.5 Notwithstanding the foregoing provisions of this clause 5, a retiring Co-Opted Council member, if nominated by the Trustee, may stand for election at a General Meeting as an Elected Council member to fill a vacancy among Elected Council members which will arise at the end of that meeting.

6. OFFICERS OF DOGS TRUST

- 6.1 The Members shall elect by simple majority in General Meeting a Chairman and Vice-Chairman of DOGS TRUST, both of whom shall be Members and shall be nominated by the Trustee from among the Members, and shall each be elected to serve for a term of three years.
- 6.2 The Trustee shall have the exclusive right to appoint (and in its discretion remove) the following officers of DOGS TRUST:
- the President

up to six Vice Presidents

the Honorary Treasurer

the Chairman of the Canine Welfare Grants Committee.

6.3 Each Officer shall on appointment automatically become a Council member of the Trustee in accordance with the Trustee's Articles of Association.

6.4 TERMINATION OF OFFICE

6.4.1 Any Officer of DOGS TRUST shall automatically cease to hold such office if: -

6.4.1.1 Their conduct has had or is likely to have a detrimental impact on the reputation of DOGS TRUST and/or is in breach of any code of conduct in place from time to time, and a simple majority of the members of the Council of the Trustee vote in favour of their removal on that basis, provided that the Officer whose conduct is in question shall be given the opportunity to make written and/or oral representations in their defence at a meeting of the Council before a decision is taken to remove them from office.

6.4.1.2 They are convicted on indictment of any criminal offence.

6.4.1.3 They become bankrupt, a receiving order is made against them or they make any arrangement or composition with their creditors generally.

6.4.1.4 They are the subject of a written opinion by a registered medical practitioner who is treating that Officer, addressed to the Charity, stating that the Officer has become physically or mentally incapable of acting as a Officer and may remain so for more than three months.

6.4.1.5 They cease to be a Member.

6.4.1.6 They resign their office by giving notice in writing to the Trustee.

6.4.2 Without prejudice to the automatic cessation of an Officer's tenure under clause 6.4.1, Officers other than the Chairman or Vice Chairman may be removed at any time by a letter from the Trustee to the Officer. In the case of the Chairman or Vice Chairman, who shall be elected by the Members, the appointment may be terminated at any time provided that a resolution to do so is passed by a simple majority at an Annual General Meeting, Special General Meeting or by a Postal Vote of DOGS TRUST convened or held with notice of such business.

6.4.3 Where an Officer is removed from office by operation of clause 6.4.1 or 6.4.2 they shall cease automatically to be a Council member of the Trustee.

7. CHIEF EXECUTIVE OFFICER

The Trustee shall appoint a Chief Executive Officer, who shall be employed on such lawful terms and conditions as the Trustee thinks fit.

8. PATRONS

The Trustee may, if it thinks fit, appoint (and in its discretion remove) a Patron or Patrons of DOGS TRUST who shall have such privileges as the Trustee may from time to time determine in so far as is compatible with charity law.

9. GENERAL MEETINGS

9.1 GENERAL PROVISIONS RELATING TO MEETINGS

9.1.1 A General Meeting (whether an Annual General Meeting or a Special General Meeting) may be held in person or by suitable electronic means determined by the Trustee in which each participant may listen to proceedings, vote in elections and on resolutions (including by proxy) and either (a) can communicate with all the other participants, or (b) has been given the opportunity to submit questions or motions in advance. Where the Trustee determines that a General Meeting is to be held by electronic means pursuant to this clause 9.1.1, such determination shall be set out in the notice of General Meeting sent to Members, together with details of how a Member may participate in such meeting.

9.1.2 Where a General Meeting is to be held in person, the Trustee may, at its discretion, set out a procedure in the notice of meeting which allows Members to attend electronically if they so wish, and in such circumstances both Members physically present in person and members present by electronic means will be considered present in person and will count towards the quorum for the relevant meeting under clause 9.13.

9.1.3 At any General Meeting held by electronic means or a physical meeting at which procedures are put in place to allow members to attend electronically, the chair of such meeting may at their discretion invite participants to speak.

9.1.4 Proceedings at a General Meeting held by electronic means pursuant to clause 9.1.1, or at a physical meeting at which procedures are put in place to allow members to attend electronically pursuant to clause 9.1.2, will not be invalidated due to technical issues which prohibit Members from joining such meeting electronically, so long as a

sufficient number of Members to form a quorum under clause 9.13 is able to join the meeting successfully.

- 9.1.5 In this constitution, where the context permits, "in person" means in person physically or by electronic means.

9.2 ANNUAL GENERAL MEETINGS

The Annual General Meeting of DOGS TRUST shall be held not later than the last day of September each year, on a date and at a time and place to be determined by the Trustee. If the meeting is to be held solely by electronic means pursuant to clause 9.1.1, the place of the meeting shall be deemed to be registered office address of DOGS TRUST.

- 9.3 The business to be transacted shall be:-

- 9.3.1 To receive from the Trustee an Annual Report for the preceding year and Annual Accounts made up to the preceding thirty-first day of December.
- 9.3.2 To elect a Chairman and Vice Chairman of DOGS TRUST when vacancies arise.
- 9.3.3 To elect Elected Council members of the Trustee when vacancies arise.
- 9.3.4 To vote on any resolutions proposed by Members.
- 9.3.5 To vote on any resolutions proposed by the Trustee.
- 9.3.6 To debate any matter affecting the interests or activities of DOGS TRUST, which in the opinion of the chairman of the meeting can properly be discussed at the meeting in accordance with the Constitution of DOGS TRUST.
- 9.3.7 To confirm the appointment of auditors.

9.4 SPECIAL GENERAL MEETINGS

- 9.4.1 The Trustee may at any time convene a Special General Meeting and shall do so upon the written request of at least one hundred Members. Every notice convening such a meeting shall set out the resolutions proposed to be moved.
- 9.4.2 The only business of the meeting shall be discussion and decision on the resolutions of which notice is given in advance.

9.5 NOTICES OF MEETINGS

- 9.5.1 The Chief Executive Officer shall cause notice of the Annual General Meeting and of any Special General Meeting to be served on the Members not less than fourteen days before the date of the meeting. Such notice shall include an agenda for the meeting.
- 9.5.2 The Chief Executive Officer shall send to every Member with the notice convening the Annual General Meeting a Proxy Form and a Ballot Form. Those Members opting to vote by proxy shall complete the Proxy Form. Where a General Meeting is held by electronic means or procedures are put in place for Members to attend a physical meeting electronically, the Trustee may put in place options for electronic voting. If no such procedures are put in place then Members attending electronically will be able to vote by proxy only. In any event the notice of meeting will set out the voting method(s) available to Members attending electronically.
- 9.5.3 Only Members or their proxies shall have the right to attend the meeting and admission to a physical meeting shall be by production of the notice of the meeting, which is not transferable. In the case of electronic attendance, the notice of meeting will provide details on how to join and the Trustee shall put in place appropriate security measures.
- 9.5.4 Members attending the meeting in person shall surrender their Proxy Forms when producing their notice of the meeting.
- 9.5.5 The Trustee may at its absolute discretion permit persons other than Members to attend the meeting. Non Members attending the meeting may at the discretion of the chairman of the meeting be allowed to address the meeting or take part in any discussions, but shall not be allowed to vote.
- 9.5.6 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate proceedings at that meeting.

9.6 ELECTIONS TO THE COUNCIL OF THE TRUSTEE

- 9.6.1 If the number of candidates for Elected Council member positions is lower than or equal to the number of vacancies, a candidate shall be elected if a simple majority of Members present in person, electronically or by proxy and voting vote in favour of their appointment.
- 9.6.2 If the number of candidates exceeds the number of vacancies for elected Council members the Trustee an election should be carried out by Ballot.

- 9.6.3 Each Ballot Paper shall contain the names and brief information about each candidate, together with the names of the Members proposing and supporting the candidacy. If a candidate is seeking re-election a statement will be included to that effect in the Ballot Paper.
- 9.6.4 At the meeting a representative of DOGS TRUST shall provide every proxy present (and any Member attending in person who shall have omitted to bring his Ballot Paper) with a Ballot Paper marked with the number of votes that the proxy is entitled to cast after making allowance for any revoked instruments of proxy. Where a Member is attending electronically the Trustee may put in place an electronic balloting mechanism which allows such Members to participate in the Ballot as if they were present in person at the meeting. The operation of such a balloting mechanism will be determined by the Trustee (if necessary in consultation with a third party technology provider) but will allow Members the same voting rights as if they were present in person. If no such balloting mechanism is put in place, Members attending electronically shall be entitled to vote in elections by Proxy only (and the notice of meeting will set this out).
- 9.6.5 Votes shall be cast by marking the Ballot Paper or electronic equivalent with one cross against the name of each candidate for whom the Member wishes to vote, and Members must only cast as many votes as there are vacancies. If the paper contains votes for more candidates than there are vacancies, the paper shall be deemed to be invalid.
- 9.6.6 In the case of a Member voting as a proxy for more than one Member, a number instead of a cross shall be placed against the names of each candidate to signify the total number of votes cast by the proxy for each candidate.
- 9.6.7 A physical Ballot Paper shall be deemed to be invalid unless it has been signed by the person who has marked it in accordance with clause 9.6.5 or clause 9.6.6, as applicable. The manner of certification of electronic ballots, where used, shall be determined by the Trustee.
- 9.6.8 The counting of the votes shall be carried out in such a manner as the chairman of the meeting shall decide. They may appoint any Member or Members to act as scrutineers to supervise the counting, or if he thinks fit adjourn the meeting for a period not exceeding fourteen days to allow the votes to be counted.
- 9.6.9 Such an adjournment shall not prevent the meeting from proceeding to any further business.
- 9.6.10 The chairman of the meeting shall announce the date, time and place of the deferred meeting under clause 9.12.2.

- 9.6.11 Those candidates with the highest numbers of votes in favour of their election shall be elected to the Council, and a declaration by the chairman of the meeting of the result of the voting shall be final and conclusive.
- 9.6.12 Council members and Officers elected at the Annual General Meeting shall take up office from the close of the meeting, unless notice has been given of a Special General Meeting to be held immediately after the close of the Annual General Meeting and such Special General Meeting is held, in which event they shall hold office from the close of the Special General Meeting.

9.7 PROXIES

- 9.7.1 Only Members may act as proxies.
- 9.7.2 The instrument appointing a proxy shall be in writing signed by the appointing Member and (if the appointing Member so wishes) completed to instruct the proxy how to vote for each motion on the agenda.
- 9.7.3 The instrument shall be in the form as shown at Appendix 'A' to this Constitution, or such other form as the Trustee may from time to time decide.
- 9.7.4 The instrument shall be deposited at the offices of DOGS TRUST by post or by email not later than forty eight hours before the time for holding the meeting or the adjourned meeting to which the instrument relates and in default the instrument shall be deemed to be invalid.
- 9.7.5 An instrument shall be deemed to be revoked if the Member by whom it was executed:-
- 9.7.5.1 attends the meeting in person, or
 - 9.7.5.2 revokes it by signed notice in writing to reach the offices of DOGS TRUST by post or email not later than forty eight hours before the time for holding the meeting or adjourned meeting.
- 9.7.6 A Member nominated as a proxy may attend the meeting in person or (where permitted) electronically, for votes to be counted, and must, if so instructed, cast his vote in accordance with the instructions specified by the Member who has signed the relevant proxy form.

9.8 POLLS

On a Poll upon a resolution or amendment a Member or his proxy shall cast his vote/s in the form shown at Appendix 'B' to this Constitution, or such other form as the Trustee may from time to time decide.

9.9 THE CHAIR

9.9.1 At all Annual and Special General Meetings the Chairman of DOGS TRUST, if present, shall take the chair.

9.9.2 If the Chairman is unable to take the chair at any Annual or Special General Meeting the Vice Chairman shall preside and if the Vice Chairman is unable to take the chair the Trustee shall appoint a temporary chairman who shall be a Member who is willing to act and is not a candidate for election at the meeting in question.

9.10 VOTING

9.10.1 Every motion put to a meeting, other than replacements of or amendments to the Constitution and any elections to the Council of the Trustee required under clause 9.6, each of which shall be determined by a Ballot, shall be decided by a show of hands unless a Poll is demanded, prior to or immediately after a vote being taken, by two Members present at the meeting. In cases of doubt on a show of hands, the chairman of the meeting shall decide whether to hold a second vote or to hold a Poll. At a General Meeting held by electronic means, or a physical meeting at which procedures are put in place to allow members to attend electronically, the Trustee may determine an alternative to votes on a show of hands and/or a Poll, and such alternative shall be set out in the notice of meeting. Where no such alternative is available, the notice of meeting shall set this out and Members attending electronically will be able to vote by proxy by submitting a proxy form to the office of DOGS TRUST in advance of the meeting in accordance with clause 9.7.4.

9.10.2 On a Poll, votes may be given personally or by proxy.

9.10.3 In the event of an equality of votes, the chairman of the meeting shall have a second or casting vote.

9.10.4 The declaration by the chairman of the meeting of the result of the voting shall be final and conclusive.

9.11 NOTICE OF RESOLUTIONS

9.11.1 Any Member may submit one or more resolutions, in writing, to be included on the agenda and voted upon by Members at the next Annual General Meeting. Notice of

the resolution proposed to be moved must be supported by a proposer, seconder and ten Members.

- 9.11.2 Such resolution must be received by the Chief Executive Officer of DOGS TRUST not later than the last day of February before the next Annual General Meeting.
- 9.11.3 The Trustee may submit any resolutions or motions as it thinks appropriate, to reach the Chief Executive Officer of DOGS TRUST not later than the twenty first day of March before the date of the next Annual General Meeting.
- 9.11.4 Except by leave of the Chairman of the meeting, which he may grant at his absolute discretion, no motions or resolutions other than votes of thanks or similar motions shall be moved unless they have been notified in accordance with sub-Clauses 9.11.1, 9.11.2 and 9.11.3 above.

9.12 ADJOURNMENT

- 9.12.1 The chairman of the meeting may at his absolute discretion adjourn the meeting at any stage for a period not exceeding 28 days. In this event all uncompleted business on the agenda shall be held over until the adjourned meeting.
- 9.12.2 If the chairman of the meeting when so adjourning announces the date, time and place of the adjourned meeting Members shall not be entitled to any further notice of it. In any other case the Chief Executive Officer shall give such notice of the adjourned meeting to all Members either in writing (including by email) or through a statement on the DOGS TRUST website notified to the Members in accordance with clause 2.8.3.5.
- 9.12.3 The provisions of the Constitution shall apply with necessary modification to an adjourned meeting as they apply to any General Meeting.

9.13 QUORUM

- 9.13.1 The Quorum for any Annual/Special General Meeting shall be twenty Members present in person, by proxy or by electronic means pursuant to clauses 9.1.1 or 9.1.2 In the absence of a quorum only the following business shall be taken: -
 - 9.13.1.1 To receive from the Trustee a report for the preceding year.
 - 9.13.1.2 To receive a balance sheet and statement of accounts duly audited made up to the preceding 31 December.
 - 9.13.1.3 To debate any matter affecting the interests or activities of DOGS TRUST which in the opinion of the chairman of the meeting can properly be discussed at this meeting.

9.13.2 If there is no quorum Officers and Elected Council **members** of Trustee shall be elected at a subsequently convened Special General Meeting.

9.13.3 Any other business on the Agenda shall be deemed to be deputed to the Trustee.

9.14 NOTIFICATION OF VOTING RESULTS

The results of voting on any resolutions and the names of Members elected to the Council of the Trustee and to hold office as Chairman and Vice-Chairman shall be notified to all Members in due course either in writing (including by email) or by posting on DOGS TRUST website.

10. POSTAL AND ELECTRONIC VOTING

10.1 If the Trustee considers it to be necessary to obtain the opinion of the Members on any question of concern to DOGS TRUST, the Trustee may convene a Special General Meeting or hold a postal vote or electronic vote.

10.2 The decision of the Members entitled to vote shall be by a simple majority of the votes cast except in the case of amendments to the Constitution which shall require a majority of two-thirds of the votes cast.

10.3 The postal or electronic vote (as the case may be) shall be conducted in a fair and equitable manner as determined by the Trustee.

10.4 Accidental omission to give notice to any Member shall not invalidate the vote.

10.5 Postal votes shall be cast upon the form shown as Appendix 'C' to the Constitution or to be decided by the Trustee from time to time. It shall include all the resolutions to be voted upon and shall have provision for the Member to indicate whether he wishes to vote For or Against each motion. The forms shall give the date by which it must be received at the offices of DOGS TRUST in order to be valid for counting (and receipt by email will be valid for this purpose).

10.6 Electronic votes shall be held in the manner determined by the Trustee from time to time.

11. LAND AND BUILDINGS

Title to all freehold and leasehold property belonging to or acquired by DOGS TRUST shall be held in the name of the Trustee or of any nominee appointed by and under the control of the Trustee or in the name of the Official Custodian for Charities.

12. INVESTMENTS

12.1 Investments and other personal property shall also be held in the name of the Trustee or any such nominee.

- 12.2 The Trustee shall have the power to employ as a professional investment manager any person who is entitled to carry on investment business under the provisions of the Financial Services and Markets Act 2000 and to delegate to any such manager ("the Manager") the exercise of all or any of their powers of investment on such terms and at such reasonable remuneration as the Trustee may think fit but subject always to the following conditions: -
- 12.2.1 The delegated powers shall be exercisable only within clear policy guidelines drawn up in advance by the Trustee.
- 12.2.2 The Manager shall as soon as reasonably possible after every transaction carried out under delegated powers report such transaction to the Trustee (where possible) and failing this to the Chief Executive Officer.
- 12.2.3 The Trustee shall be entitled at any time and without notice to review, revoke or alter the delegation or the terms thereof.
- 12.2.4 The Trustee shall be bound to review the arrangements for delegation at least once in every 12 months.

13. INDEMNITY

- 13.1 The Trustee and every member of the Council of the Trustee shall be indemnified by DOGS TRUST for all *bona fide* acts done by them as such Trustee or Council member. The Trustee shall further have power in its absolute discretion to indemnify at the expense of DOGS TRUST any Member in respect of any act *bona fide* done by him in furtherance of any of the objects of DOGS TRUST. No member of the Council of the Trustee or other Member shall be under any personal liability in respect of any defalcation or breach of trust by any other Member or any servant of DOGS TRUST except in the case of express complicity or wilful default on his own part.
- 13.2 All acts on behalf of DOGS TRUST carried out in good faith by any person as an officer of DOGS TRUST shall be valid notwithstanding that it be afterwards discovered that there was some defect in his appointment or continuance in office.
- 13.3 DOGS TRUST shall insure the Trustee and all members of the Council of the Trustee against the cost of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or a breach of duty (unless the Council member concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty).

14. ACCOUNTS AND AUDIT

The accounts of DOGS TRUST shall be made up to the thirty first of December in every year and the Trustee shall comply with its obligations under the Charities Act 2011 with regard to their preparation, including (where applicable) the obligation to have them audited.

15. PURCHASE OR ACQUISITION OF NEW SITES

15.1 Prior to the purchase or acquisition of any new sites to be used as a Rescue/Re-homing Centre or any other land or building, the Trustee shall commission a written report and recommendation from a person or persons they consider qualified to provide it.

15.2 The report shall be balanced and comprehensive and cover all points relevant to enable the Trustee to reach a decision on the proposed acquisition. All financial details including incidental costs and the estimated cost of maintaining the property shall be included.

16. INCORPORATION

16.1 The Members at a general meeting may authorise the Trustee to transfer the assets and liabilities of DOGS TRUST to a Charitable Incorporated Organisation or limited company established for exclusively charitable purposes within, the same as or similar to the objects of DOGS TRUST and of which the then existing Members will be entitled to be members.

16.2 On a transfer under clause 16.1 the Trustee shall ensure that all necessary steps are taken as to:-

16.2.1 the transfer of land and other property;

16.2.2 the novation of contracts of employment and transfer of pension rights; and

16.2.3 the trusteeship of any property held for special purposes.

17. AMENDMENTS

The Constitution may be replaced or amended as follows:-

17.1 at a Special General Meeting called with notice of the proposed replacements or amendments, by a two-thirds majority of votes cast in person or by proxy;

17.2 at the Annual General Meeting when notice has been given of the proposed replacements or amendments by a two-thirds majority of votes cast in person or by proxy;

17.3 by a postal vote or electronic vote held in accordance with the provisions of clause 10,

Provided that no amendment shall be valid if it would cause DOGS TRUST to cease to be a charity under the law of England and Wales , Scotland or Northern Ireland.

18. DISSOLUTION

- 18.1 If at any time members at an Annual or Special General Meeting decide to dissolve DOGS TRUST by a two-thirds majority of votes cast in person or by proxy, the Trustee will remain in office as charity trustee and will be responsible for the orderly winding up of DOGS TRUST.
- 18.2 Save in the case of any permanent endowment (which unless released from relevant restrictions in accordance with the Charities Act 2011 will only be dealt with by a scheme of the Charity Commission) after making provision for all outstanding liabilities of DOGS TRUST the Trustee shall apply the remaining property and funds in one or more of the following ways:
- 18.2.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the objects of DOGS TRUST;
 - 18.2.2 directly for the objects or charitable purposes within or similar to the objects of DOGS TRUST; or
 - 18.2.3 in such other manner consistent with charitable status as the Charity Commission approve in writing in advance.
- 18.3 A final report and statement of account relating to DOGS TRUST shall be sent to the Charity Commission.
- 18.4 In this clause 'charitable' means charitable according to the law of England and Wales, Scotland and Northern Ireland.

DOGS TRUST

PROXY FORM

I

of

being a Member of DOGS TRUST hereby appoint:

(a) Chairman of the Meeting or

(b)

of

as my proxy to vote for me at the Annual/Special General Meeting of DOGS TRUST to be held onand at any adjournment thereof.

I instruct my proxy to vote on the resolutions as follows:

Agenda Item No FOR/AGAINST (*delete as appropriate)

Agenda Item No FOR/AGAINST “

Agenda Item No FOR/AGAINST “

Agenda Item No FOR/AGAINST “

(ETC)

Date Signature

* Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting. This form must be sent to the offices of DOGS TRUST not later than 48 hours before the time for holding the Annual General or Special General Meeting.

DOGS TRUST
POLL/BALLOT FORM

I
of

[voting as a duly appointed proxy and holding..... Proxy votes] cast my vote[s]
as follows [in accordance with instructions received from the appointing Member/s.]*

	FOR	AGAINST
Agenda Item No		
Agenda Item No		
Agenda Item No		
(etc.)	_____	_____
Total		
_____	_____	_____

Date Signature

* Strike out if no instructions received.

[NB: If used on a Ballot, this form shall also include the names and information relating to each eligible candidate together with names of Members proposing or seconding and statement to the effect that he is nominated by the Trustee or if he is already a co-opted Member a statement that he is nominated by the Trustee or if a Member eligible for re-election a statement to that effect]

DOGS TRUST

POSTAL VOTE

I

of

being a paid up Member of DOGS TRUST cast my vote as follows

Resolution/Agenda Item No	FOR/AGAINST (*Delete as required)
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Agenda Item No	FOR/AGAINST *
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Agenda Item No	FOR/AGAINST *
----------------	---------------

(etc)

Date Signature

* Delete as required.

This form must be returned to:

The Chief Executive Officer
DOGS TRUST
17 Wakley Street
London EC1V 7RQ

or by email to [*include email address*]

to reach the office no later than

Forms received after this date will be deemed to be invalid and the votes will not be counted.

DOGS TRUST
NOMINATION FORM

To the Company Secretary, Dogs Trust Trustee Limited

We, being paid up Members of DOGS TRUST, hereby nominate

.....(*Name of Candidate*)..... (the Candidate)

of(*Address of Candidate*).....

as a candidate for election by the Members of DOGS TRUST as an Elected Council member of the Dogs Trust Trustee Limited (the Trustee)

Proposer

I declare that I have known of the Candidate personally for.....years.....months

.....(*Signature of Proposer*).....

of(*Address of Proposer*).....

Secunder

I declare that I have known of the Candidate personally for.....years.....months

.....(*Signature of Secunder*).....

of(*Address of Secunder*).....

Candidate

I declare that I am a paid up Member of DOGS TRUST and that I am willing to stand for election as an Elected Council member of the Trustee

.....(*Signature of Candidate*).....

The Company Secretary
Dogs Trust Trustee Limited
17 Wakley Street
London EC1V 7RQ

to reach the Company Secretary no later than 7 March

Forms received after this date will be ineffective