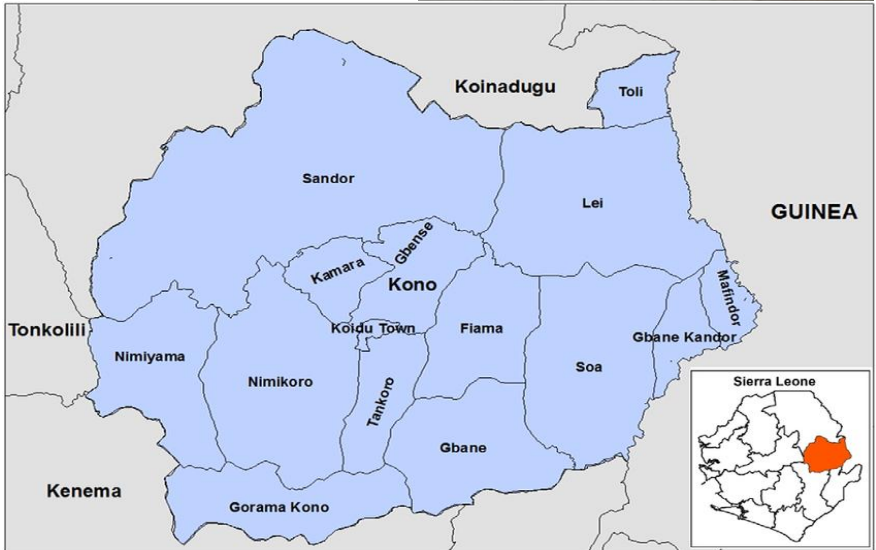


THE 2026 KONO DISTRICT DEVELOPMENT ASSOCIATION UNITED KINGDOM (KDDAUK) CONSTITUTION & BYLAWS





Map of Kono District, Sierra Leone. Source: OCHA/Relief Web.

THE 2026 KONO DISTRICT DEVELOPMENT ASSOCIATION UNITED KINGDOM (KDDAUK) CONSTITUTION & BYLAWS



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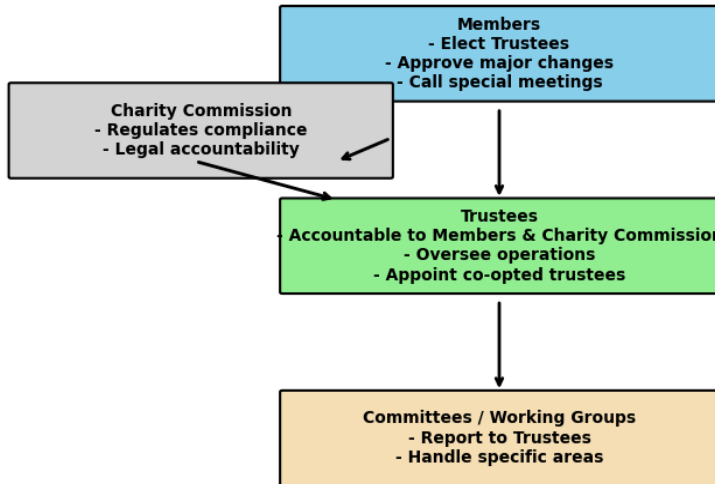
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KDDAUK Governance Tree:



Preamble:

This document constitutes “*The 2026 Kono District Development Association United Kingdom (KDDAUK) Constitution and Bylaws*” and establishes the governing and administrative framework of the Charity. It is structured into **three (3) Parts and Appendices**, as follows:

- **Part I – Governing Provisions:**
The operative and legally binding rules of the Charity, including its name, objectives, application of Income and Property, trustee powers, financial controls, and the procedures governing meetings, elections, amendments, and dissolution.
- **Part II – Administrative Provisions:**
The detailed rules governing membership, general meetings, voting, officers and Trustees, and the internal processes required for the effective administration of the Charity.
- **Part III – Bylaws:**
Supplementary operational rules adopted under the authority of this Constitution, including procedures for sub-committees, regional branches, disciplinary processes, and other governance matters.
- **Appendices:**
Non-operative supporting materials, including governance history, consultation records, values, vision, and other contextual documents. These Appendices are provided for reference only and **do not form part of the legally operative Constitution or Bylaws.**



The provisions of **Part I** shall prevail in the event of any inconsistency between Parts I to III or the Appendices. No Appendix may amend, override, or qualify the legal effect of the operative clauses of this Constitution and Bylaws.

This Constitution and Bylaws shall be interpreted and applied in accordance with the principles of transparency, accountability, collective trustee responsibility, and the regulatory expectations of the Charity Commission for England and Wales.

The date of adoption of “*The 2026 KDDAUK Constitution and Bylaws*” shall be formally recorded in the formal resolution of the General Meeting at which it is approved and in the minutes of that meeting.

The Statement of the KDDAUK Constitutional Review Committee:

(Constitutional Review Committee Certification)

This revised edition of “*The 2026 Kono District Development Association United Kingdom (KDDAUK) Constitution and Bylaws*” has been formally reviewed, examined, and confirmed by the Constitutional Review Committee appointed pursuant to a resolution of the General Meeting.

The Committee was mandated to:

- conduct a comprehensive review of the 2015 KDDAUK Constitution and Bylaws;
- identify and address inconsistencies, duplications, structural gaps, and governance deficiencies;
- strengthen compliance with the Charities Act 2011, the Charities (Protection and Social Investment) Act 2016, and relevant Charity Commission guidance;
- incorporate modern standards of financial governance, safeguarding, digital conduct, and Trustee accountability;
- ensure that the governing document reflects the operational realities, risks, and needs of KDDAUK; and
- prepare a harmonised, coherent, and legally robust Constitution and Bylaws for adoption by the membership.

The Committee hereby confirms that:

1. All revisions contained in this document were made strictly in accordance with the mandate granted by the General Meeting.
2. The revised Constitution and Bylaws comply with the Charities Act 2011, applicable Charity Commission regulatory expectations, and recognised best practice in UK charity governance.
3. The Committee acted independently, impartially, and in the best interests of the Charity throughout the review process.
4. The names of the Members of the Constitutional Review Committee are recorded below as part of the official constitutional record.

Members of the Constitutional Review Committee (2025–2026)

- Mrs Mariama Mafinda – Review Committee Member
- Mrs Yei Mani Bayoh – Review Committee Member
- Mr Aiah Bondowa Tondoneh – Chair and Review Committee Member

Members Who Withdrew from the Committee (for personal reasons):

(Recorded for transparency and historical accuracy)

- Mr Aroun Kargbo
- Mr Max Jimmy
- Mr Aiah Mbrwa



THE 2026 KONO DISTRICT DEVELOPMENT ASSOCIATION UNITED KINGDOM CONSTITUTION

adopted on the 30th May 2026.

PART I

1 Adoption of the Constitution

The association and its property must be administered and managed in accordance with this Constitution and Bylaws or policies made under it, provided that no bylaw or policy or procedure shall conflict with or override this Constitution.

2 Name

The association's name is **Kono District Development Association United Kingdom** (KDDAUK) (hereinafter referred to in this document as "the Charity").

3 Objectives

The Charity's objectives ('the Objectives') are

- 3.1 To develop the capacity and skills of the Members of the socially and economically disadvantaged community of the Kono District, Sierra Leone and immigrants and their families from the Kono District now living in the UK, in such a way that they are better able to identify and help meet their needs and to participate more fully in society.
- 3.2 The relief of poverty of those in the Kono District of Sierra Leone and refugees and immigrants from this district now living in the UK, in particular but not exclusively, by the provision of advocacy, information, and advice.
- 3.3 To advance the education of the general public in the history, culture, and traditions of the Kono Tribe of Sierra Leone.
- 3.4 The preservation and protection of the environment by the promotion of sustainable development in Kono District, Sierra Leone.
- 3.5 To promote human rights (as set out in the Universal Declaration of Human Rights and subsequent United Nations conventions and declarations) throughout the world, particularly amongst those in the Kono District of Sierra Leone, Members of the Kono Tribe, refugees and immigrants from this district now living in the UK, by all or any of the following means:
 - 3.5.1 monitoring abuse of human rights;
 - 3.5.2 relieving need among the victims of human rights abuse;
 - 3.5.3 research into human rights issues;
 - 3.5.4 providing technical advice to the government and others on human rights matters;
 - 3.5.5 contributing to the sound administration of human rights law;
 - 3.5.6 commenting on proposed human rights legislation;
 - 3.5.7 raising awareness of human rights issues;
 - 3.5.8 promoting public support for human rights;
 - 3.5.9 promoting respect for human rights among individuals and corporations;
 - 3.5.10 international advocacy of human rights;
 - 3.5.11 eliminating infringements of human rights.



4 Application of Income and Property

4.1 Use of the Charity's Income and Property

- 4.1.1 The Income and Property of the charity shall be applied solely towards the promotion of the objectives.
- 4.1.2 A Charity 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.
- 4.1.3 A Charity 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.

4.2 Restrictions on Distribution

- 4.2.1 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. This does not prevent a Member who is not also a Trustee from receiving:
 - 4.2.1(a) a benefit from the charity in the capacity of a beneficiary of the charity;
 - 4.2.1(b) reasonable and proper remuneration for any goods or services supplied to the charity.

5 Benefits and Payments to Charity Trustees and Connected Persons

5.1 General Provisions

- 5.1.1 No Charity Trustee or Connected Person must:
 - 5.1.1(a) buy or receive any goods or services from the charity on terms preferential to those applicable to Members of the public;
 - 5.1.1(b) sell goods, services or any interest in land to the charity;
 - 5.1.1(c) be employed by, act as a volunteer for, or receive any remuneration from the charity, except as expressly permitted by this Constitution, by statute, or by prior written authority of the Charity Commission or the court;
 - 5.1.1(d) receive any other financial benefit from the charity, unless the payment is permitted by sub-Clause 5.2 of this Clause or authorised by the court or the Charity Commission ('the Commission'). In this Clause, a 'financial benefit' means a benefit, direct or indirect, which is either money or has a monetary value.
 - 5.1.1(e) These prohibitions and restrictions shall be interpreted in accordance with sections 185 to 189 of the Charities Act 2011, which regulate the circumstances in which a charity may enter into contracts with Trustees or Connected Persons, and the conditions under which Trustee indemnity insurance may be purchased.

5.2 Scope and Powers Permitting Trustees' or Connected Persons' Benefits

- 5.2.1 A Charity Trustee or Connected Person may receive a benefit from the Charity in the capacity of a beneficiary of the Charity, provided that a majority of the Trustees do not benefit in this way.



- 5.2.2 A Charity Trustee or Connected Person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the charity where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act 2011.
- 5.2.3 Subject to sub-Clause 5.3 of this Clause, a Charity Trustee or Connected Person may provide the charity with goods that are not supplied in connection with services provided to the Charity by the Charity Trustee or Connected Person, in adherence to section 188 (1) of the Charities Act 2011.
- 5.2.4 A Charity Trustee or Connected Person may receive interest on money lent to the charity at a reasonable and proper rate, which must be not more than the Bank of England bank rate (also known as the base rate).
- 5.2.5 A Charity Trustee or Connected Person may receive rent for premises let by the Trustee or Connected Person to the charity. 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.
- 5.2.6 A Charity 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.
- 5.2.7 All benefits, contracts, or financial arrangements permitted under this Clause must comply with the statutory conditions in sections 185, 186, and 188 of the Charities Act 2011, including the requirements for written agreements, reasonable and proper remuneration, conflict-of-interest safeguards, and the exclusion of the interested Trustee from decision-making.
- 5.3 Payment for Supply of Goods Only: Controls**
- 5.3.1 The Charity and its Charity Trustees may only rely upon the authority provided by sub-Clause 5.2.3 of this Clause if each of the following conditions is satisfied:
- 5.3.1(a) the amount or maximum amount of the payment for the goods is set out in an agreement in writing between the charity and the Charity Trustee or Connected Person supplying the goods ('the supplier') under which the supplier is to supply the goods in question to or on behalf of the Charity;
- 5.3.1(b) the amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question;
- 5.3.1(c) the other Charity Trustees are satisfied that it is in the best interests of the charity to contract with the supplier rather than with someone who is not a Charity Trustee or Connected Person. In reaching that decision, the Charity Trustees must balance the advantage of contracting with a Charity Trustee or Connected Person against the disadvantages of doing so;
- 5.3.1(d) the supplier is absent from any part of any meeting at which there is a discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the charity;



- 5.3.1(e) the supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Charity Trustees is present at the meeting;
- 5.3.1(f) the reason for their decision is recorded by the Charity Trustees in the Minute Book;
- 5.3.1(g) a majority of the Charity Trustees then in office are not in receipt of remuneration or payments authorised by Clause 5.2.3
- 5.3.1(h) The Trustees must ensure that any reliance on this Clause is consistent with section 188 of the Charities Act 2011, which governs payments to Trustees or Connected Persons for the supply of goods only.

5.4 Definitions for Clauses 5.2 and 5.3

- 5.4.1 'The Charity' includes any company in which the Charity:
 - 5.4.1(a) holds more than 50% of the shares; or
 - 5.4.1(b) controls more than 50% of the voting rights attached to the shares; or
 - 5.4.1(c) has the right to appoint one (1) or more Trustees to the board of the company.
- 5.4.2 'Connected Person' includes any person within the definition set out in Clause 35 (Interpretation).

5.5 Financial Management and Controls

- 5.5.1 The Trustees must establish and maintain robust financial procedures and safeguards, consistent with the Charity's approved financial management and internal control policies. These procedures must include:
 - 5.5.1(a) Bank Accounts:
 - (i) the Charity shall maintain: one (1) savings account and one (1) current account;
 - (ii) the charity's bank statements and bank correspondence must be sent to the Treasurer's address.
 - 5.5.1(b) Authorised Signatories:
 - (i) for all transactions requiring signatures on any of the Charity's bank accounts, a minimum of two (2) authorised signatories are always required;
 - (ii) to ensure strong financial governance and appropriate separation of duties, the Chairperson and the Secretary of the Charity must not be authorised signatories by virtue of their offices. The Chairperson's authority shall be limited to certifying the true copy of the minutes that confirm the board's democratic appointment of independent signatories
- 5.5.2 All financial transactions from the charity's bank account must be approved by a simple majority resolution of the Board of Trustees recorded in the minutes.
- 5.5.3 At the first Trustees' meeting following the election of Trustees, the Board must appoint at least three (3) individuals to serve as authorised signatories. These appointed signatories must be:
 - 5.5.3(a) a Trustee (other than the Chairperson or Secretary);
 - 5.5.3(b) the Treasurer or Assistant Treasurer, or, in their absence, any other Trustee appointed by the board to assist;
 - 5.5.3(c) the Vice-Chairperson of the Charity.



- 5.5.4 The Board of Trustees shall review and formally approve all authorised signatories, in a timely manner, ensuring these arrangements align with best practice for financial controls.
- 5.5.5 The Charity's bank must be formally notified of all signatory appointments, with the relevant Trustees' meeting minutes provided by the Chairperson.

5.6 Fund Management

- 5.6.1 All funds received by the Charity shall initially be deposited into the savings account.
- 5.6.2 Funds equivalent to the Charity's estimated monthly expenditure shall be transferred from the savings account to the current account as and when necessary to cover operational costs.

5.7 Payment Authorisation and Procedures

All payments made from the Charity's funds must clear the authorisation levels detailed below:

5.7.1 Payment Requisition:

- 5.7.1(a) a Payment Requisition Form: All payments must be authorised in writing using a Payment Requisition Form that specifies the expenditure, the reason, and the ledger account. This form must be signed by any two (2) Trustees, excluding the specific bank signatories executing the transaction;
- 5.7.1(b) three (3) independent quotes required: All payments for the procurement of goods or services must be authorised only after the Trustees/Committee has reviewed and evaluated a minimum of **three (3)** independent quotes/price estimates/proposals obtained via **Pro-forma Invoice** from qualified registered service providers or suppliers;
- 5.7.1(c) payments to Trustees/Connected Persons: Any contract or payment to a Trustee or Connected Person must be authorised in advance by a resolution of the Trustees in which the interested Trustee is absent and recorded in the minutes with reasons for the decision and a declaration of any conflict. For payments above £1,000, Trustees must obtain at least **three (3)** independent quotes, a Pro-forma Invoice and record the procurement rationale in the minutes.

5.7.2 Cheque Signing:

- 5.7.2(a) the Charity's cheques must only be signed by two (2) appointed bank signatories, subject to adherence to sub-clauses 5.5.2 and 5.5.3 above.
- 5.7.2(b) blank cheques must not be signed.
- 5.7.2(c) cheques must not be signed in advance.
- 5.7.2(d) no Trustee must pre-authorise any digital or electronic payment without a completed Payment Requisition Form approved in accordance with Clause 5.7.1.

- 5.7.3 Budgets: The Treasurer, in cooperation with the other Trustees, must create annual and quarterly budgets.



5.7.4 Financial Statements:

The Treasurer must prepare statements of sources of revenue (e.g., donations, Gift Aid, membership fees), receipts and disbursements, and assets and liabilities from the last fiscal period.

5.7.5 Security for Duties:

The Trustees must require a Trustee or an Officer to provide necessary security (e.g., a bond) to ensure the faithful discharge of their financial duties.

5.8 Spending Authority Limits

5.8.1 Petty Cash (Amounts below £51):

Petty cash vouchers must be signed by the person receiving the funds and countersigned by another Trustee. The Imprest system shall be used for petty cash management.

5.8.2 Payment between £51 and £200 must be authorised by two (2) Trustees, one of whom must be the Treasurer of the Charity or their assistant in the treasurer's absence, in adherence with sub-clauses 5.5.1(a) and 46.6.1(r).

5.8.3 Payments between £201 and £500 shall be authorised by two (2) Trustees and the Chairperson, who are not bank signatories, on a Payment Requisition Form.

5.8.4 Payments between £501 and £1000 shall be authorised by a sixty (60%) per cent majority of Trustees, on a Payment Requisition Form. Such payments are also subject to the collective responsibility and democratic decision-making processes of the Trustees, as outlined in Clauses 21.3, 21.7 and 46.6.1(r).

5.8.5 All expenditures of £1001 or greater require two-tier approval: initial approval by a sixty (60%) per cent majority of Trustees, followed by a simple majority vote of Members in Good Standing present at a General Meeting, where completed Payment Requisition Forms must be presented for formal sign-off, in accordance with Clause 8.6.

5.8.6 A written record of such a resolution must be maintained by the Treasurer.

5.8.7 Bank Notification for Large Transactions:

5.8.7(a) approval for transactions exceeding £1000 from the Charity's bank account is conditional upon the timely submission to the bank of duly signed minutes from the pertinent general or special meeting;

5.8.7(b) these minutes must include the names of all individuals present and be received by the bank no later than seven (7) calendar days following the date of the meeting, in accordance with UK GDPR guidance. This submission is a prerequisite for the bank's processing and approval of the aforementioned transactions.

5.8.8 Contract Member Information:

5.8.8(a) Charity Members must be informed of all contracts at a General Meeting before a contract is formally signed on behalf of the Charity.

5.9 General Financial Safeguards

5.9.1 No Personal Use of Funds: Trustees and bank signatories are strictly prohibited from transferring Charity funds from the Charity's bank account to their personal



bank accounts for holding or safekeeping. Such a transaction is classified as gross misconduct.

- 5.9.2 The Charity's bank account shall not be used for an individual's or any third party's private or personal use.
- 5.9.3 Payments to Trustees or Staff Members: Any online payments, cheque payments, or financial transfers to current Trustees or staff Members must be agreed upon or voted on at a General Meeting before the payment is completed, as defined in Clause 15.1. The minutes of such a meeting, including a list of attendees, must be signed by the Secretary and Chairperson.
- 5.9.4 Two-Factor Authentication: All incoming and new Trustees must ensure that the Charity's bank account has at least two-factor authentication enabled for account access and for all types of bank or card payments.

6 Dissolution

6.1 Trustees' Responsibilities During Dissolution

- 6.1.1 If the Members resolve to dissolve the charity, the Trustees will remain in office as Charity Trustees and be responsible for winding up the affairs of the charity in accordance with this Clause.

6.2 Collection and Settlement of Assets and Liabilities

- 6.2.1 The Trustees must collect all the assets of the Charity and must pay or make provision for all the liabilities of the charity.

6.3 Application of Remaining Property

- 6.3.1 The Trustees must apply any remaining property or money:
 - 6.3.1(a) directly for the objectives;
 - 6.3.1(b) by transfer to any charity or charities for purposes the same as or similar to the Charity;
 - 6.3.1(c) in such other manner as the Charity Commission for England and Wales ('the Commission') may approve in writing in advance.

6.4 Members' Resolution on Distribution

- 6.4.1 The Members may pass a resolution before or at the same time as the resolution to dissolve the charity specifying the manner in which the Trustees are to apply the remaining property or assets of the charity, and the Trustees must comply with the resolution if it is consistent with paragraphs (a)–(c) inclusive in sub-Clause 6.3.1 above.

6.5 Prohibition on Distribution to Members

- 6.5.1 In no circumstances shall the net assets of the Charity be paid to or distributed among the Members of the charity (except to a Member that is itself a charity).

6.6 Notification to the Commission

- 6.6.1 In accordance with Clause 28.1, the Trustees must notify the Commission promptly that the charity has been dissolved. If the Trustees are obliged to send the charity's accounts to the Commission for the accounting period which ended



before its dissolution, they must send the Commission the Charity's final accounts.

7 Amendment of Constitution

As provided by sections 224–227 of the Charities Act 2011, this Constitution may be amended only in accordance with the provisions set out below.

7.1 Proposals for Amendment

7.1.1 An amendment to this Constitution, excluding **Clauses 3 and 4 of Part 1**, may be proposed by:

7.1.1(a) the Board of Trustees by formal resolution; or

7.1.1(b) at least fifteen (**15**) Members in Good Standing submitting a written proposal to the Secretary.

7.1.2 All proposals must be submitted in writing and must include the full text of the amendment and a brief rationale.

7.2 Notice Requirements

7.2.1 The full text of any proposed amendment must be circulated to all Members in Good Standing not less than fourteen (14) days before the general meeting at which it will be considered.

7.2.2 No amendment may be considered unless proper notice has been given in accordance with this clause.

7.3 Compliance Review

7.3.1 Before being presented to Members, all proposed amendments must be reviewed by the trustees to ensure compliance with:

7.3.1(a) the Charities Act 2011 and any subsequent statutory amendments or re-enactments;

7.3.1(b) Charity Commission guidance;

7.3.1(c) KDDAUK's charitable objectives; and

7.3.1(d) the Trustees' legal duties.

7.3.2 Trustees must declare any actual or potential conflict of interest relating to the proposed amendment and must not participate in decision-making where such conflict exists.

7.3.3 In conducting any compliance review, the Trustees must ensure that all proposed amendments remain consistent with the Charities Act 2011, the Trustee Act 2000, and any applicable Charity Commission guidance in force at the time of review.

7.4 Amendments to Part 1 (Governing Provisions)

7.4.1 The Charity may amend any provision contained in Part 1 of this Constitution, provided that:

7.4.1(a) no amendment may be made that would have the effect of making the charity cease to be a charity at law;

7.4.1(b) no amendment may be made to alter the objectives if the change would undermine or work against the previous objectives of the charity;



- 7.4.1(c) no amendment may be made to Clauses 3 (Objectives) or 4 (Application of Income and Property) or Clause 6 (Dissolution) without the prior written consent of the Charity Commission; and
- 7.4.1(d) any resolution to amend a provision of Part 1 is passed **by a two-thirds (⅔) majority of the Members in Good Standing** present and voting at a **General Meeting** (special resolution).
- 7.5 Amendments to Part 2 (Administrative Provisions)**
- 7.5.1 Any provision contained in Part 2 of this Constitution may be amended by a resolution passed by a simple majority of the Members in Good Standing present and voting at a general meeting (ordinary resolution).
- 7.6 Protection of Purpose**
- 7.6.1 No amendment may be made that would materially prejudice the charity's ability to carry out its charitable purposes for the public benefit.
- 7.7 Digital and Hybrid Participation**
- 7.7.1 Members in Good Standing participating in a general meeting via an approved digital or hybrid meeting platform must be deemed present and eligible to vote on Constitutional amendments.
- 7.8 Transitional Arrangements**
- 7.8.1 Where an amendment affects the structure, roles, or procedures of the charity, the trustees may adopt reasonable transitional arrangements to ensure continuity of governance and operations.
- 7.9 Record Keeping and Transparency**
- 7.9.1 All amendments to this Constitution in accordance with Clause 28.1 must be:
- 7.9.1(a) recorded in the minutes of the meeting at which they were approved;
- 7.9.1(b) incorporated into the master copy of the Constitution; and
- 7.9.1(c) made available to Members upon request.
- 7.10 Consultation on the Reviewed Constitution and Bylaws**
- 7.10.1 The Charity shall circulate the draft revised Constitution and Bylaws to all Members of the charity, on the **Charity Website** and all social media platforms for consultation.
- 7.10.2 Only registered Members shall have the right to submit comments, proposed amendments, or feedback during the consultation period.
- 7.10.3 The consultation period shall remain open for a minimum of thirty (30) days and a maximum of sixty (60) days, during which Members may provide written submissions through the official communication channels designated under Clauses 8.4.4 and 26.6.
- 7.10.4 The Trustees and the Constitutional Review Committee shall review all submissions received from Members and may incorporate amendments where appropriate and consistent with the Charity's objectives and legal obligations.
- 7.10.5 The draft Constitution and Bylaws may be made publicly accessible for transparency; however, the right to participate in the consultation process is restricted to registered Members only. The consultation process ensures that



transparency is upheld whilst safeguarding the integrity of the charity's governance.

- 7.10.6 Following the consultation period, a final draft shall be presented to the General Meeting for approval via voting procedure in accordance with Clauses 7.4.1(d), 8.9.1 and 15.1.1.
- 7.10.7 In conducting any compliance review, the Trustees must ensure that all proposed amendments remain consistent with the Charities Act 2011, the Trustee Act 2000, and any applicable Charity Commission guidance in force at the time of review.

Part II

8 Membership

8.1 Eligibility

8.1.1 Membership of the Charity is open to:

- 8.1.1(a) any individual aged eighteen (18) years or over;
- 8.1.1(b) any organisation (whether incorporated or unincorporated).
- 8.1.2 who meets one or more of the following criteria:
 - 8.1.2(a) is a descendant of the Kono District and/or Kono Tribe of Sierra Leone **with a primary, verifiable residential address in the United Kingdom**, or who is registered under a United Kingdom address and is temporarily residing abroad for a period not exceeding twelve (12) consecutive months; or
 - 8.1.2(b) is a friend, spouse, or associate of such individuals; or
 - 8.1.2(c) has a demonstrable interest in the development and advancement of the Kono District of Sierra Leone.

8.1.3 Member Obligation: All Members must:

- 8.1.3(a) act in good faith and in the best interests of the Charity;
- 8.1.3(b) not hold interests or engage in activities that conflict with the purposes of the Charity.
- 8.1.4 An applicant shall not be entered into the Charity's Membership Register until they have fully complied with Clauses 8.5.1 to 8.5.3 inclusive.
- 8.1.5 Applicants must consent to membership to be entered in the Register of Members.
- 8.1.6 The applicant must provide explicit consent for their preferred methods of communication from the Charity, including but not limited to WhatsApp, email, or postal correspondence, in accordance with UK data-protection legislation.

8.2 Application and Admission

- 8.2.1 All applicants must submit a completed application form for consideration and approval by the Trustees / Interim Trustees within fourteen (14) days.
- 8.2.2 KDDAUK will not discriminate against membership on the grounds of sex, race (including colour, ethnic or national origin), sexual orientation, disability, gender



reassignment, religious or political belief, pregnancy or maternity, marital status or age, as the Charity must be compliant with the Equality Act 2010.

- 8.2.3 The Trustees may only refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of the Charity to refuse the application.
- 8.2.4 The Trustees must inform the applicant in writing of the reasons for the refusal within twenty-one (21) days of the decision.
- 8.2.5 The Trustees must consider any written representations the applicant may make about the decision. The Trustees' decision, following any written representations, must be notified to the applicant in writing and shall be final.
- 8.2.6 Membership is not transferable to anyone else.
- 8.2.7 The Trustees must inform Members of all admissions and refusals at the next general meeting following their decisions and give reasons for their decisions in accordance with Clause 26 (Minutes).
- 8.2.8 Transparency Requirements: The Secretary must ensure that:
- 8.2.8(a) the approved minutes of all General Meetings, Emergency meetings and Special Meetings are published on the Charity's official WhatsApp platform and circulated by email to all registered Members, subject to GDPR redaction;
- 8.2.8(b) monthly financial reports that set out income, expenditure, and the charity's bank balance and overall financial position are provided to ALL Members through the Charity's official website, Social Media Platforms, and direct email circulation;
- 8.2.8(c) all governance information is accessible to Members in Good Standing;
- 8.2.9 Members may, by resolution at that general meeting, overturn Trustees' refusal or acceptance if deemed in the Charity's best interests.
- 8.3 **Categories of Membership**

8.3.1 **Active Member:**

An Active Member is an individual or organisation that has completed the full registration process, paid all applicable membership fees in accordance with Clause 8.5, and remains a **Member in Good Standing** as defined in Clause 35.7. Active Members may vote at meetings, stand for election, and their next of kin shall receive bereavement support in accordance with the Bereavement Payment Policy. Upon the death of an Active Member, a lump sum shall be paid to the named beneficiary, and funeral details shall be communicated to the wider membership for voluntary contributions, which shall be transferred in full with no administrative deduction.

8.3.2 **Dormant Member:**

A Dormant Member is a Member who has failed to maintain the requirements for being a **Member in Good Standing** as defined in Clause 35.7, including non-payment of fees for more than **three (3) months**. Dormant Members may attend meetings and events but may not vote or stand for office until reinstated as Members in Good Standing. Voluntary funeral publications and voluntary



donations made in respect of Dormant Members shall be subject to a **20%** administrative deduction in accordance with the Bereavement Payment Policy, provided that **this deduction is explicitly disclosed on all fundraising materials and notices issued to the public** and members before collections begin, ensuring compliance with the Code of Fundraising Practice.

8.3.3 Associate Member:

An Associate Member shall be defined as any individual who meets the eligibility criteria under Clause 8.1 and:

- 8.3.3(a) has a personal interest in, or a close family relationship with, an Active Member; or
- 8.3.3(b) has a connection to the Kono District or Tribe by descent, marriage, or recognised affiliation; and
- 8.3.3(c) is not formally registered as a Member of the Charity and does not meet the definition of a Member in Good Standing under Clause 35.7;
- 8.3.3(d) Associate Members may be permitted to participate in social and community events at the discretion of the Trustees;
- 8.3.3(e) Associate Members are not entitled to vote at General Meetings, nor to stand for election to any office within the Charity, but may contribute to discussions at meetings and voice their opinions, provided they respect the Chairperson of the meeting, are recognised by the Chairperson of the meeting, and conduct themselves with decorum;
- 8.3.3(f) Voluntary funeral publications by the Charity and voluntary donations apply as for Dormant Members, including the administrative fee deduction, provided that this deduction is explicitly disclosed on all fundraising materials and notices issued to the public and members before collections begin, ensuring compliance with the Code of Fundraising Practice.

8.3.4 Youth Member:

Youth Members are individuals under the age of eighteen (18) who, with parental or guardian consent, support the Charity's objectives through participation in the Youth Group, subject to Trustee approval. Youth Members do not possess voting rights. In the event of the death of an Active Youth Member, a lump sum shall be paid to the designated beneficiary, and funeral information shall be communicated to the wider membership. Voluntary contributions may be collected and transferred in full without administrative deductions.

8.4 Membership Register

- 8.4.1 The Trustees or interim Trustees must maintain an up-to-date Register of Members in analogue or electronic form, including full name, address, contact details, membership status, voting status, relevant dates, payment records, and equality monitoring data as required.
- 8.4.2 The Register shall be accessible to Members on request, subject to applicable data protection laws, and made available at general meetings as needed.
- 8.4.3 The Secretary must be responsible for maintaining the Register.



- 8.4.4 Trustees, acting through the Secretary, must obtain the **explicit and informed consent of all registered Members** before using their personal data, including names and telephone numbers, in any charity communications. This applies to:
- 8.4.4(a) publications relating to membership records, monthly subscriptions, and other charity activities, but Trustees must not publish individual bank payment records on bank statements, in accordance with UK data protection legislation;
 - 8.4.4(b) content shared via the charity's official social media platforms, website, and email communications;
 - 8.4.4(c) personal data may only be processed and disclosed for the purposes of furthering the charity's legitimate activities. Trustees must ensure that:
 - (i) consent is freely given, specific, informed, and properly recorded;
 - (ii) Members are informed of their right to withdraw consent at any time, without detriment;
 - (iii) data is used solely for charity-related communications and is not shared with unauthorised third parties;
 - (iv) all processing complies with the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, and Charity Commission guidance on safeguarding personal information.
 - 8.4.4(d) Trustees are collectively responsible for maintaining these standards and for demonstrating accountability in the handling of Members' personal data.
- 8.4.5 The Treasurer must ensure that a record of all Members' subscriptions and membership statuses is maintained and published **at least monthly** in accordance with the Charity's requirements in accordance with the financial schedules of Clause 8.5.
- 8.5 **Membership Term and Fees**
- 8.5.1 Membership must run for a period of **two (2) years** from the date an applicant is admitted to membership. Membership may be renewed for further two-year periods upon payment of the prescribed renewal fee.
 - 8.5.2 The initial membership fee is **£15**, comprising **a £10 per year registration fee and a £5 initial subscription, followed by a monthly subscription of £5.**
 - 8.5.3 **A £10** renewal registration fee is payable every year. This fee also applies where a membership has lapsed for more than three (3) months, and the individual seeks reinstatement.
 - 8.5.4 Additional dues or changes, in exceptional circumstances, may be waived or reduced, and the fee structure may be approved by Members at a General Meeting.
 - 8.5.5 All membership fees must be recorded in the Charity's financial records in accordance with Clause 27 (Accounts, Annual Report, Annual Return, Financial Procedures).
- 8.6 **Membership Rights and Duties**



- 8.6.1 **Members in Good Standing** (as defined in Clause 35.7) are entitled to attend, vote, and stand for office at General Meetings and are classified as Active Members for the purposes of Clause 15.1.
- 8.6.2 All Members must uphold the Vision, Values, and Objectives of the Charity and pay fees as prescribed.
- 8.6.3 All Members must act in good faith and in the best interests of the Charity
- 8.6.4 All Members must comply with this Constitution and Bylaws,
- 8.6.5 All Members must comply with the Charity's digital conduct rules under Clause 34.12.
- 8.6.6 Members who fail to renew or pay fees within **three (3)** months shall be reclassified as Dormant Members.
- 8.6.7 Members must notify the Secretary promptly of any change in contact details or circumstances affecting their membership category.
- 8.6.8 All Members must promptly report allegations, incidents, or suspected criminal activities to the Trustees in accordance with this Constitution.
- 8.7 **Bereavement Support**
- 8.7.1 The Charity may provide bereavement support to Members in accordance with policies approved by the Trustees.
- 8.7.2 Eligibility for bereavement support shall be limited to **Active Members who are Members in Good Standing** as defined in Clause 35.7.
- 8.7.3 The Trustees shall determine the form, extent, and conditions of bereavement support, taking into account:
- 8.7.3(a) the Charity's financial capacity;
- 8.7.3(b) fairness and consistency;
- 8.7.3(c) the best interests of the Charity and its beneficiaries.
- 8.7.4 Bereavement support must not create any contractual entitlement and may be amended or withdrawn at any time by the Trustees.
- 8.8 **Cessation and Expulsion of Membership**
- 8.8.1 Membership ceases for reasons specified in Clause 9 or Clause 34 or where a Member has not been a Member in Good Standing for more than three (3) months.
- 8.8.2 A Member may be suspended or expelled only in accordance with the disciplinary procedures in this Constitution, including temporary suspension pending disciplinary or safeguarding review if it is in the best interests of the Charity, its Members, or beneficiaries.
- 8.8.3 Members must, by ordinary resolution, expel a Member subject to the procedures in Clause 9, with at least twenty-one (21) days' written notice and an opportunity for the Member to respond before a vote is taken.
- 8.8.4 Before expulsion, the Member must be:
- 8.8.4(a) notified in writing of the grounds for proposed expulsion;
- 8.8.4(b) given an opportunity to make written representations;



8.8.4(c) offered the right to be heard in accordance with Clause 34.20 (Right of Appeal).

8.8.5 A Member expelled under this Clause shall be removed from the Membership Register in accordance with Clause 9.3.

8.9 Good Standing

8.9.1 A Member's Good Standing must be determined solely in accordance with the definition of "**Member in Good Standing**" set out in Clause 35.7

8.9.2 A Member who does not meet the definition of a Member in Good Standing shall:

8.9.2(a) lose voting rights under Clause 15;

8.9.2(b) be ineligible to stand for election under Clause 17;

8.9.2(c) be classified as a Dormant Member under Clause 8.3.2.

8.9.3 The Secretary must update the Membership Register promptly upon any change in Good Standing status.

8.10 Use of Membership Numbers for Publications

8.10.1 Every Registered Member shall be allocated a lifetime unique personal membership number.

8.10.2 For the purposes of privacy, data protection, and transparency, KDDAUK shall publish membership-related information, such as payment records, eligibility lists, and notices, using the official KDDAUK Membership Number assigned to each Member, rather than the Member's personal name.

8.10.3 The Membership Number shall serve as the primary identifier for all public-facing documents, while full names shall be retained only in internal administrative records accessible to authorised officers and committees. The membership number alone cannot grant voting access.

8.10.4 The Secretary must ensure that any published membership information complies with Clause 31 (Notices) and Clause 26 (Minutes).

9 Termination of Membership

Membership is terminated if:

9.1 Grounds for Termination

9.1.1 Membership of the Association shall terminate if a Member:

9.1.1(a) submits a written resignation to the Secretary;

9.1.1(b) dies;

9.1.1(c) fails to meet the definition of a Member in Good Standing under Clause 35.7 for a continuous period determined by the Trustees;

9.1.1(d) is found to have provided false or misleading information during the membership application process

9.1.1(e) is expelled following a disciplinary process conducted under Clause 34;

9.1.1(f) engages in conduct that brings, or is likely to bring, the Charity into disrepute;

9.1.1(g) persistently breaches this Constitution or Bylaws;

9.1.1(h) fails to comply with lawful decisions of the Trustees or General Meeting.



9.2 Procedure for Termination under Clause 9.1.1(e)

9.2.1 Before terminating membership under Clause 9.1.1(e), the Trustees must:

- 9.2.1(a) notify the Member in writing of the grounds for proposed termination;
- 9.2.1(b) provide the Member with copies of any evidence relied upon;
- 9.2.1(c) allow the Member at least fourteen (14) days to submit written representations;
- 9.2.1(d) consider any representations fairly and impartially.

9.2.2 The Member shall have the right to be heard in accordance with Clause 34.20 (Right of Appeal).

9.2.3 The Trustees' final decision must be communicated in writing and recorded in the minutes in accordance with Clause 26.

9.3 Updating the Membership Register

9.3.1 The Secretary must update the Membership Register (Clause 8.4) upon termination of any Member's status.

9.3.2 The Secretary must record:

- 9.3.2(a) the date of termination;
- 9.3.2(b) the grounds for termination;
- 9.3.2(c) whether the Member was in Good Standing at the time of termination;
- 9.3.2(d) any appeal lodged under Clause 34.20.

9.3.3 All records must be retained in accordance with the Charity's data-retention policy and the UK GDPR.

9.4 Re-application After Termination

9.4.1 A former Member whose membership was terminated under Clause 9.1.1(a) (resignation) may re-apply for membership at any time.

9.4.2 A former Member whose membership was terminated under Clauses 9.1.1(c)–(h) may re-apply only after:

- 9.4.2(a) demonstrating that the grounds for termination no longer apply;
- 9.4.2(b) meeting the definition of a Member in Good Standing under Clause 35.7;
- 9.4.2(c) completing the full application process under Clause 8.2.

9.4.3 A former Member expelled under Clause 34 (disciplinary procedures) may re-apply only in accordance with the re-admission rules in Clauses 34.8 and 34.9.

9.4.4 The Trustees may refuse re-application where it is reasonably considered not to be in the best interests of the Charity

10 General Meetings

10.1 Compliance and Frequency

10.1.1 All General Meetings must be convened and conducted in accordance with this Constitution and Bylaws, and the Charity Act 2011.

10.1.2 The Charity shall hold at least one **Annual General Meeting (AGM)** each calendar year, not more than thirteen (13) months after the previous AGM.



- 10.1.3 Additional General Meetings (GMs), Special General Meetings (SGMs), and Emergency General Meetings (EGMs) may be held as required under this Constitution.
- 10.1.4 The Charity must hold a general meeting within **(1) month** of adopting this Constitution and **once a month** thereafter.
- 10.1.5 All general meetings called to address non-routine business outside the standard scheduled monthly General Meetings (GMs), or the Annual General Meeting (AGM) shall be classified as Special General Meetings (SGMs) or Emergency General Meetings (EGMs).
- 10.2 **Types of Meetings**
- 10.2.1 The Charity may hold the following types of General Meetings:
- 10.2.1(a) **Annual General Meeting (AGM)**- held once per year to receive reports, accounts, and conduct statutory business;
- 10.2.1(b) **General Meetings (GMs)**: a standard, routine monthly meeting of Members convened, other than AGMs, to discuss and decide on ordinary business of the Charity;
- 10.2.1(c) **Special General Meetings (SGMs)**: Non-routine, planned meetings convened to address significant matters requiring Member approval, in accordance with Clause 10.9;
- 10.2.1(d) **Emergency General Meetings (EGMs)**: a meeting convened to address urgent, unforeseen, or high-stakes matters requiring immediate Member attention, in accordance with Clause 10.5.
- 10.2.2 All AGMs, GMs, SGMs, and EGMs shall be convened in a hybrid format, enabling Members to attend either in person or online via an approved digital platform (including Zoom, Microsoft Teams, or WhatsApp), except where the meeting is expressly a social or non-governance gathering. The Trustees must ensure that hybrid access is available and functional for all governance-related meetings in accordance with Clause 7.7.
- 10.3 **Authority to Call Meetings**
- 10.3.1 Trustees or Interim Trustees may call an SGM or EGM at any time.
- 10.3.2 Trustees must call an SGM upon:
- 10.3.2(a) a resolution of the Trustees; or
- 10.3.2(b) receiving a valid written request by **at least ten (10)** Members in accordance with Clause 10.4. and the request must state the nature of the business that is to be discussed.
- 10.3.3 If Trustees fail to convene the meeting within **twenty-eight (28)** days of a valid request, the requesting Members may convene the meeting themselves, provided all notice and procedural requirements of this Constitution are followed.
- 10.4 **Member-Initiated Meetings**
- 10.4.1 Only a **Member in Good Standing**, as defined in Clause 35.7, may request a Special General Meeting (SGM). The request must:
- 10.4.1(a) be submitted in writing to the Chairperson or the Trustees;



- 10.4.1(b) be signed by **ten (10) Members in Good Standing**; and
- 10.4.1(c) provide at least **twenty-eight (28) days' notice** and state the specific business to be considered.
- 10.4.2 If the Chairperson declines to act on the request, the matter must proceed in accordance with Clause 10.3, and the Trustees must convene the Special General Meeting in compliance with the notice requirements in Clause 11 and the voting provisions in Clause 15.
- 10.5 EGMs: Grounds and Procedures**
- 10.5.1 EGMs may be called by:
- 10.5.1(a) the Chairperson, with approval of at least 60% of Trustees;
- 10.5.1(b) the Secretary, upon receiving a written request from **at least fifteen (15) Members in Good Standing**;
- 10.5.1(c) a majority resolution of the Board of Trustees.
- 10.5.2 EGMs must comply with the emergency notice requirements in Clause 11.5.
- 10.5.3 EGMs must only consider the urgent matters stated in the notice
- 10.6 Valid Grounds for EGMs**
- 10.6.1 Valid grounds for convening an EGM include:
- (i) financial crisis or insolvency risk;
 - (ii) imminent legal or regulatory breaches;
 - (iii) safeguarding concerns;
 - (iv) sudden resignation or incapacity of key officers;
 - (v) reputational threats;
 - (vi) requests from dignitaries or other concerned stakeholders.
- 10.6.2 Any EGM or SGM agenda, including a vote of no confidence, must comply with Clause 18.11.
- 10.7 Attendance, Format and Participation**
- 10.7.1 Meetings of the Charity may be held in person, virtually, or in a Hybrid Format, provided that appropriate identity verification measures are applied to all participants. Where a meeting is convened in person, **the Charity must also provide an approved hybrid or virtual access option to ensure reasonable participation by Members** who are unable to attend physically, including those residing at a distance.
- 10.7.2 Trustees must ensure that electronic or hybrid meetings allow full participation.
- 10.7.3 All meetings must be minuted and may be recorded where proportionate and necessary, subject to a Data Protection Impact Assessment (DPIA). The written minutes, once approved by Members in Good Standing who were present at the meeting, constitute the official record and shall be maintained and made accessible to Members upon request.
- 10.7.4 Recordings must be stored in accordance with UK data protection law and the Charity's retention policy.
- 10.8 Decision-Making and Voting**



- 10.8.1 Only agenda items specified in the notice may be discussed or voted on at SGMs or EGMs.
- 10.8.2 Voting must follow Clause 15.
- 10.8.3 No “Any Other Business (AOB)” is permitted at EGMs.
- 10.8.4 Voting in absentia is not permitted, except as provided under Clause 10.8.5 below
- 10.8.5 Remote Ballots for Members in Good Standing abroad temporarily:
 - 10.8.5(a) Members in Good Standing who are temporarily outside the United Kingdom and lack reliable internet access may submit a verified remote ballot;
 - 10.8.5(b) a signed written request, along with a matching government-issued ID, must be received by the Secretary at least forty-eight (48) hours before the meeting;
 - 10.8.5(c) remote ballots are permitted only for officer elections, Constitutional amendments, and resolutions circulated fourteen (14) days in advance;
 - 10.8.5(d) the Secretary and one (1) Trustee or a Member of the Electoral Commissioner shall verify eligibility;
 - 10.8.5(e) all documents shall be retained for three (3) years;
 - 10.8.5(f) votes must be cast directly by the Member; proxy voting is not permitted.
- 10.9 **Special General Meetings Notice & Procedure (SGMs)**
 - 10.9.1 May be called **more rapidly** but still must comply with this Constitution and the Bylaws’ rules.
 - 10.9.2 SGMs may be initiated by a minimum number of Trustees or by **fifteen (15) Members in Good Standing**.
- 10.10 **Record Keeping**
 - 10.10.1 Minutes must be recorded and shared within fourteen (14) days. In accordance with Clause 26, a written summary of all decisions shall be circulated to every Member, and a copy shall be retained in the organisation’s governance records.
- 10.11 **Proceedings at General Meetings**
 - 10.11.1 Members in Good Standing present at a meeting are entitled to one vote (Clause 15.1.1).
 - 10.11.2 All voting must use the eligible voters list in accordance with Clauses 8.9.1, 12 and 15.1.1.
 - 10.11.3 Any Member in Good Standing may make a motion; if seconded, it must be voted on.
 - 10.11.4 All Members’ views must be heard and given equal consideration.
- 11 **Notice of Meetings**
 - 11.1 **Minimum Notice Period**
 - 11.1.1 The minimum period of notice required to hold any general meetings of the charity is **fourteen (14)** clear days from the date on which the notice is deemed to have been given via WhatsApp and email, or post or other approved communication channel.



11.1.2 A general meeting may be called by shorter notice if it is so agreed by at least four (4) Trustees.

11.2 Content of Notices

11.2.1 Every notice issued under this clause must clearly state:

- 11.2.1(a) the date, time, and place of the meeting; and
- 11.2.1(b) the general nature of the business to be transacted; and
- 11.2.1(c) any resolution to be proposed; and
- 11.2.1(d) any document or reports to be considered; and
- 11.2.1(e) if the meeting is to be an AGM; and
- 11.2.1(f) the relevant quorum requirements under Clause 12.

11.2.2 Notice must be given to all Members and Trustees.

11.2.3 Meetings called on shorter notice may not conduct business requiring an ordinary or special resolution.

11.3 Notice Requirements for SGMs and EGMs

11.3.1 SGMs and EGMs must comply with the notice requirement set out in Clause 10.5, 10.6 and 11.1 except where the emergency procedures under Clause 11.5 apply.

11.3.2 Emergency and Special Notices must specify the grounds for convening the meeting and the specific business to be transacted.

11.3.3 No business other than that stated in the notice may be discussed or voted upon.

11.4 Special and Emergency Meeting Procedures

11.4.1 Where a matter requires urgent attention but does not meet the threshold for an emergency under Clause 11.5, the Trustees may convene a Special General Meeting (SGM) with a minimum of seven (7) days' notice.

11.4.2 SGMs convened under this Clause must comply with the requirements of Clauses 10.9 and 11.2.

11.4.3 Members may request an SGM in accordance with Clause 10.4.

11.4.4 EGMs may be convened on shortened notice only where:

- 11.4.4(a) the matter constitutes an emergency as defined in Clause 11.5.1; or
- 11.4.4(b) the Charity Commission or another regulatory authority requires immediate action.

11.5 Emergency Notice Rules

11.5.1 **Definition of an Emergency:** For the purposes of this Constitution, an "emergency" means any urgent, unforeseen, and material event that poses an immediate and significant risk to the Charity's governance, finances, safeguarding responsibilities, legal compliance, reputation, or operational continuity. Examples include, but are not limited to:

- 11.5.1(a) suspected financial irregularity or fraud;
- 11.5.1(b) safeguarding concerns requiring immediate Trustee action;
- 11.5.1(c) imminent legal or regulatory breaches;
- 11.5.1(d) sudden resignation, incapacity, or misconduct of key officers;
- 11.5.1(e) threats to the Charity's assets, beneficiaries, or reputation.



- 11.5.2 **Authority to Issue Emergency Notice:** An Emergency General Meeting (EGM) may be convened on emergency notice only where:
- 11.5.2(a) a simple majority of serving Trustees approve the emergency notice; or
 - 11.5.2(b) at least fifteen (15) Members in Good Standing submit a written request identifying the emergency and the reasons for urgency.
- 11.5.3 **Minimum Notice Period:** Where an emergency is validly declared under Clause 11.5.2, the notice period for an EGM may be reduced to **no fewer than seventy-two (72) hours**. For any emergency meeting where active voting resolutions are tabled, the submission deadline for remote ballots under Clause 10.8.5(b) shall be compressed to twenty-four (24) hours before the meeting start time to preserve the voting rights of overseas members, provided that:
- 11.5.3(a) the notice is issued immediately upon approval; and
 - 11.5.3(b) all Members are notified using every approved communication channel under Clause 31.
- 11.5.4 **Mandatory Contents of an Emergency Notice:** Every emergency notice must clearly state:
- 11.5.4(a) the nature of the emergency;
 - 11.5.4(b) the specific business to be transacted;
 - 11.5.4(c) the date, time, and venue or virtual access details;
 - 11.5.4(d) any documents or evidence relevant to the emergency;
 - 11.5.4(e) that no other business may be discussed or voted upon.
- 11.5.5 **Restrictions on Emergency Business:** Only the business expressly stated in the emergency notice may be discussed or voted on. No Constitutional amendments must be considered under emergency notice.
- 11.5.6 **Quorum and Voting:** Emergency meetings must comply with:
- 11.5.6(a) the quorum requirements in Clause 12.3; and
 - 11.5.6(b) the voting procedures in Clause 15.
- Failure to reach quorum automatically voids the emergency meeting, and the matter must be reconvened under standard notice rules.
- 11.5.7 **Safeguards Against Misuse:** Emergency notice must not be used to circumvent ordinary governance procedures, suppress Member participation, or avoid proper scrutiny.
- Any misuse of an emergency notice must constitute misconduct under Clause 34.
- 11.5.8 **Record Keeping:** The Secretary must record:
- 11.5.8(a) the reasons for declaring the emergency;
 - 11.5.8(b) the approval of Trustees or Members;
 - 11.5.8(c) the notice issued;
 - 11.5.8(d) the decisions taken.
- These records must be presented at the next General Meeting and retained in accordance with Clause 26.



12 Quorum

12.1 Requirement for Quorum

- 12.1.1 No business may be transacted unless a quorum is present, whether in person, virtually, or through approved hybrid participation and remains present throughout the meeting.

12.2 Quorum for General Meetings (GMs) and AGMs

- 12.2.1 The quorum for General Meetings (GMs) and Annual General Meetings (AGMs) must be **Ten (10)** Members in Good Standing, whether present in person, virtually, or through approved hybrid participation.

12.3 Quorum for SGMs and EGMs

- 12.3.1 The quorum for Special General Meetings (SGMs) and Emergency General Meetings (EGMs) must be **Fifteen (15)** Members in Good Standing.

12.4 Failure to Reach Quorum

- 12.4.1 If a quorum is not present, whether in person, virtually, or through approved hybrid participation within **thirty (30) minutes**, or is lost during the meeting, the meeting must be adjourned and no decisions taken.

12.5 Reconvening an Adjourned Meeting

- 12.5.1 Where a meeting is adjourned for lack of quorum, the Trustees must reconvene the meeting with at least **seven (7) clear days' notice**, in accordance with Clause 11.

12.6 Quorum at Reconvened Meeting

- 12.6.1 If no quorum is present, whether in person, virtually, or through approved hybrid participation, within thirty (30) minutes of the time specified for the start of the reconvened meeting, the Members present shall constitute the quorum, provided that **at least five (5) Members in Good Standing are present**.

13 Chairing of Meetings

13.1 Chairing by the Elected Chairperson

- 13.1.1 General meetings shall be chaired by the elected Chairperson or, in his or her absence, by the Vice-Chairperson.

13.2 Chairing by a Trustee

- 13.2.1 If there is no such person or he or she is not present within thirty (30) minutes of the time appointed for the meeting, a Trustee nominated by the Trustees shall chair the meeting.

13.3 Chairing by a Single Trustee

- 13.3.1 If there is only one Trustee present and willing to act, he or she shall chair the meeting.

13.4 Chairing by a Member

- 13.4.1 If no Trustee is present and willing to chair the meeting within thirty (30) minutes after the time appointed for holding it, the Members present and entitled to vote must choose one of their number to chair the meeting.



14 Adjournments

14.1 Power to Adjourn

- 14.1.1 The Members present at a meeting may resolve that the meeting shall be adjourned.

14.2 Setting the Reconvened Meeting

- 14.2.1 The person who is chairing the meeting must decide the date, time and place at which the meeting is to be re-convened unless those details are specified in the resolution.

14.3 Business at Adjourned Meetings

- 14.3.1 No business shall be conducted at an adjourned meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.

14.4 Notice of Adjourned Meeting

- 14.4.1 If a meeting is adjourned by a resolution of the Members for more than seven (7) days, at least seven (7) clear days' notice shall be given of the re-convened meeting stating the date, time and place of the meeting.

15 Votes

15.1 Voting Rights and Eligibility

- 15.1.1 **Only Members in Good Standing (as defined in Clause 35.7) are entitled to vote at ANY Meetings.** Each Member in Good Standing shall have **one (1)** vote.
- 15.1.2 If the votes are tied, the Chairperson **must not have a casting vote.** The resolution may be put to a second vote. If the second vote is also tied, the resolution must be deemed not passed.

15.2 Written Resolutions

- 15.2.1 A resolution in writing signed by each Member (or in the case of a Member that is an organisation, by its authorised representative) who would have been entitled to vote upon it had it been proposed at a General Meeting shall be effective.
- 15.2.2 It may comprise several copies, each signed by or on behalf of one or more Members.

15.3 Voting by Organisations

- 15.3.1 An organisation that is a Member must have one (1) vote.

15.4 Methods of Voting

- 15.4.1 Voting at any General Meeting must be conducted in person, hybrid, or online, or through an approved hybrid method, as determined by the Trustees.
- 15.4.2 All voting processes must uphold the principles of fairness, transparency, and integrity.
- 15.4.3 Where appropriate, voting shall be carried out by secret ballot, whether administered physically or through a secure and verifiable digital platform that enables eligible Members to participate and vote remotely.
- 15.4.4 All voting methods adopted under this Clause must carry equal legal effect.



15.5 Identity Verification for Online Voting

- 15.5.1 Where voting is conducted online or through any web-based platform, the identity of each voter must be verified at the start of the voting meeting.

15.6 Prohibited Voting Methods

- 15.6.1 Voting by SMS text message is not permitted.

16 Representatives of Other Bodies

16.1 Nomination of Representatives

- 16.1.1 Any organisation that is a Member of the Charity may nominate any person to act as its representative at any meeting of the Charity.

16.2 Representatives of Member Organisations

- 16.2.1 Representatives of Member organisations count toward the quorum.
16.2.2 Member organisations may appoint one representative to attend and vote on their behalf at General Meetings, provided written notice of the appointment is submitted in accordance with Clause 16.3.

16.3 Notice of Representation

- 16.3.1 The organisation must give written notice to the Charity of the name of its representative.
16.3.2 The nominee shall not be entitled to represent the organisation at any meeting unless the notice has been received by the Charity.
16.3.3 The nominee may continue to represent the organisation until written notice to the contrary is received by the Charity.

16.4 Validity of Notices

- 16.4.1 Any notice given to the Charity will be conclusive evidence that the nominee is entitled to represent the organisation or that his or her authority has been revoked.
16.4.2 The Charity shall not be required to consider whether the nominee has been properly appointed by the organisation.

17 Officers and Trustees

17.1 Election of Officers and Trustees

- 17.1.1 Officers and Trustees shall be elected in accordance with Clause 18.

17.2 Collective Responsibility

- 17.2.1 Trustees must act collectively and in accordance with the Charity's Objectives and governance framework.

17.3 Management and Administration

- 17.3.1 The Charity and its property shall be managed and administered by a committee comprising the officers and other Members elected in accordance with this Constitution and the rules and Bylaws.
17.3.2 The Officers and other Members of the committee shall be the Trustees of the charity and in this Constitution are together called 'the Trustees'.

17.4 Appointment of Interim Trustees



- 17.4.1 Where a dispute arises within the Charity, the Members in a quorate General Meeting or Special General Meeting may appoint Interim Trustees for a fixed term.
- 17.4.2 Interim Trustees' mandate and duration must be set out in the resolution.
- 17.4.3 Interim Trustees must comply with this Constitution, the Bylaws, and all Charity rules.
- 17.5 **Interim Service and Term Limits**
- 17.5.1 Service as an Interim Trustee does not count toward term-limit calculations.
- 17.6 **List of Trustees and Officers**
- 17.6.1 The Charity shall have the following Trustees and Officers & their Assistants:
- a) Chairperson (Trustee)
 - b) Vice-Chairperson (Trustee)
 - c) Secretary (Trustee)
 - d) Assistant Secretary (Trustee)
 - e) Treasurer (Trustee)
 - f) Assistant Treasurer (Trustee)
 - g) Events and Publicity Trustee
 - h) Two (2) Assistant Event and Publicity Trustees
 - i) Community, Welfare and Outreach Trustee
 - j) Two (2) Assistant Community Welfare and Outreach Trustees
 - k) Programme Coordinator Trustee
 - l) Assistant Programme Coordinator Trustee
 - m) Safeguarding Lead Trustee
 - n) Assistant Safeguarding Lead Trustee
 - o) Auditing officers (non-Trustee), appointed only by the Board of Trustees
- 17.7 **Membership Requirement**
- 17.7.1 All Trustees must be Members in Good Standing in accordance with Clause 35.7, throughout their term of office or the nominated representative of an organisation that is a Member of the Charity.
- 17.8 **Disqualification**
- 17.8.1 No one may be appointed a Trustee if he or she would be disqualified from acting under the provisions of Clause 20.
- 17.9 **Number of Trustees**
- 17.9.1 The number of Trustees **must be not less than seven (7)**, but (unless otherwise determined by a resolution of the charity in a general meeting) shall not be subject to any maximum.
- 17.10 **No Proxy Trustees**
- 17.10.1 A Trustee may not appoint anyone to act on his or her behalf at meetings of the Trustees.



17.11 Term Limits and Cooling-Off Requirements for Key Trustee Offices

17.11.1 Subject to the provisions of Clause 18, no individual may serve more than **four (4)** consecutive years (excluding any period served in an interim year(s) or in an Assistant-Trustee role)

- a) Chairperson
- b) Secretary
- c) Treasurer
- d) Events and Publicity Trustee

17.11.2 A Trustee who has completed **four (4) consecutive years** in any one of the offices listed in Clause 17.11.1 shall not be eligible for re-election **to that same office until a minimum cooling-off period of two (2) years** has elapsed.

17.11.3 For the purposes of this Clause:

- 17.11.3(a) “consecutive years” means uninterrupted service in the same office, excluding interim service and Assistant-Trustee roles;
- 17.11.3(b) service in one key office does not count toward the term limit of another key office; however, the cooling-off period applies per office;
- 17.11.3(c) nothing in this Clause prevents a Trustee who has reached the term limit in one key office from contesting a different office, provided they meet the eligibility requirements of Clause 17.12 and Clause 18.

17.11.4 The purpose of this Clause is to promote good governance, prevent entrenchment, support leadership renewal, and ensure equitable access to key offices within the Charity.

17.12 Eligibility for Chairperson

17.12.1 To be eligible for election as Chairperson (excluding any period served in an interim appointment), a candidate **must satisfy both of the following conditions**:

- 17.12.1(a) The candidate **must have served as a Trustee for a minimum** period of one (1) full year immediately preceding the election and must not have been subject to any action under Clause 34;
- 17.12.1(b) The candidate **must have been a Member in Good Standing**, as defined in Clause 35.7, for at least **two (2)** consecutive years immediately preceding the election.
- 17.12.1(c) Any reference to disqualification procedures must be interpreted in accordance with Clause 20 (Disqualification and Removal of Trustees).

17.13 Removal of Trustees

17.13.1 A Trustee may be removed before the end of their term if found incompetent (as defined in clause 35.14) or in breach of this Constitution, following the procedure in Clause 20 or, where applicable, Clause 18.11.2 (where removal is via a vote of no confidence).



18 Election of Trustees

18.1 General Provisions and Anti-Manipulation

In exercising their functions under this Part, the Trustees must comply with their overarching fiduciary duties under the Trustee Act 2000 and the Charities Act 2011, including the duty to act only in the best interests of the Charity and to avoid any conflicts of interest.

- 18.1.1 All electoral rights and eligibility requirements apply only to Members in Good Standing as defined in Clause 35.7.
- 18.1.2 All elections of Trustees at a General Meeting must be conducted in accordance with the procedures set out in this Clause 18.
- 18.1.3 **Members in Good Standing are responsible for electing the Trustees** biannually at an Annual General Meeting (AGM) **on the last Saturday in August of the election year** or, for unfilled positions, at a subsequent General Meeting convened for that purpose.
- 18.1.4 **Electoral Stability and Anti-Manipulation Lockout:**
 - 18.1.4(a) Notwithstanding the General Meeting's sovereign authority under Clause 7.4.1(d) and Clause 7.5.1 to amend general administrative and governing provisions via a standard **fourteen (14)** day notice window, all voter eligibility requirements and candidate qualification criteria for any General Election, including but not limited to meeting attendance thresholds and membership dues statuses,, and any other eligibility conditions, **must be strictly locked six (6) months** prior to the scheduled date of any General Election. This restriction shall not apply where an emergency election is explicitly convened under the compressed timelines procedures set out in Clause 18.1.5;
 - 18.1.4(b) Any amendment to this Constitution or Bylaws that alters, relaxes, or waives electoral eligibility, voting rights, or candidate requirements proposed within this **six-month lockout period** must be automatically deferred. It must not take effect until the conclusion of that specific election cycle;
 - 18.1.4(c) To prevent historical manipulations of the voter roll, the final list of Members in Good Standing as defined in Clause 35.7, eligible to vote must be certified by the Electoral Commission exactly sixty (60) days prior to the election, based strictly on the immutable financial and attendance records of the preceding **twelve (12)** months. No retrospective payments of dues or backdated meeting attendance logs must be accepted after this certification date.
- 18.1.5 If, due to unforeseen circumstances, the general election cannot be held on the last Saturday in August of the election year, the terms of the existing Trustees **must come to an end on 31 August of that year**. An Interim Team of **seven (7) Members** shall be appointed, with effect on the same 31 August of that year, to manage the affairs of the Charity. The Interim Team must issue a formal notice of election within seven (7) calendar days of their appointment and conduct the general election within forty-five (45) calendar days of taking office, ensuring full compliance with the 28-day notice period defined in Clause 18.1.7.



- 18.1.6 All election-related activities, including nominations, verification of Members in Good Standing, and publication of the final Voter Register, must be completed in accordance with the election timetable issued by the Electoral Committee in accordance with Clause 18.6.3.
- 18.1.7 Notice of the General Elections must be issued to all Members in Good Standing with a minimum of twenty-eight (28) days to the last Saturday in August.
- 18.2 **Resignation and Rotation**
- 18.2.1 Trustees must serve a term of **two (2) years**.
- 18.2.2 Outgoing Trustees must remain in office until the formal declaration of the election results. Each Trustee **must resign and vacate office** on the last Saturday in August of the election year, **with effect from the conclusion of the AGM**, at which point the incoming Trustees immediately assume operational mandate. Any Trustee who fails to tender their resignation shall nevertheless automatically cease to hold office at the conclusion of the AGM marking two (2) years from the date of their election.
- 18.2.3 Outgoing Trustees shall serve in a strictly caretaking capacity until the names of the incoming Trustees have been formally updated with the Charity Commission and the charity's banking institutions. During this transitional period, the outgoing Trustees must not make or implement any managerial or financial decisions without the prior consent of at least two-thirds ($\frac{2}{3}$) of the incoming Trustees, including the elected Chairperson.
- 18.3 **Eligibility Requirements**
- 18.3.1 **Voters:** No one must be elected as a Trustee or Officer at any General Meeting unless, prior to the meeting, the charity has given a notice that:
- 18.3.1(a) is signed by a Member entitled to vote at the meeting;
 - 18.3.1(b) confirms that the nominee is a Member in Good Standing as defined in Clause 35.7 and is not under disciplinary suspension.
- 18.3.2 **Candidates:** No person must be elected as a Trustee or Officer unless they:
- 18.3.2(a) are a Member in Good Standing as defined in Clauses 35.7
 - 18.3.2(b) are not disqualified under Charity Commission rules or the Charities (Protection and Social Investment) Act 2016;
 - 18.3.2(c) ensure their election does not exceed any maximum number of Trustees fixed by this Constitution; and
 - 18.3.2(d) are not filling a position currently occupied by an incumbent who has not vacated office; and
 - 18.3.2(e) submit a valid writing nomination statement by the candidate stating their experience and willingness to serve the charity diligently and honestly.
- 18.3.3 **Term Limits:** Officers serve a two-year term and may be re-elected strictly in accordance with the term limits and cooling-off periods defined in Clauses 17.11 to 17.13.



18.4 Nomination Process

- 18.4.1 No person must be elected as a Trustee or Officer unless a valid nomination, specifying the candidate's relevant experience and diligence, is submitted via electronic mail to the Chairperson of the Electoral Commissioners by the published deadline.
- 18.4.2 Each nomination submission must include:
- 18.4.2(a) a signed notice by a voting Member proposing the nominee. *A sample Proposer's Nomination Letter is provided in Appendix "E" for guidance.*
 - 18.4.2(b) a signed Candidate Statement confirming willingness, competency to serve and disclosing conflicts of interest. *A sample Candidate Nomination Statement is provided in Appendix "D" for guidance.* Also, a Conflict-of-Interest Declaration Form is provided in Appendix "H" for guidance; and
 - 18.4.2(c) two (2) Letters of Support from Members in Good Standing. *A sample Letters of Support are provided in Appendix "F" for guidance*
- 18.4.3 Where nomination paperwork is incomplete or improperly formatted, the Electoral Commissioners must return it to the candidate for correction within the deadline set for the election.
- 18.4.4 **No Member** must be nominated or elected **in absentia**.

18.5 Electoral Commissioners

- 18.5.1 **Appointment:** Five (5) independent Electoral Commissioners shall be nominated at the meeting at which the election date is formally confirmed. This meeting must take place **not earlier than four (4) months and not later than three (3) months before the election date**, which shall be held on the last Saturday in August. In all cases, the nomination of Electoral Commissioners must occur **no later than twenty-eight (28) days before the election**.
- 18.5.1(a) The Electoral Commissioners **must not be an Active or Dormant Member of the Charity** as defined in clauses 8.3.1 and 8.3.2;
 - 18.5.1(b) An Electoral Commissioner must not hold any position, office, or function within the Charity after the election they supervised, whether paid or unpaid, that could compromise or appear to compromise their independence;
 - 18.5.1(c) Prior to appointment, and throughout their tenure, an Electoral Commissioner must provide a full written declaration of any actual or potential conflicts of interest, including any past or present association with the Charity or its Members;
 - 18.5.1(d) If an Electoral Commissioner becomes aware of any circumstance that may affect, or be perceived to affect, their independence or impartiality, they must notify the Board of Trustees in writing. The Board must then determine whether the individual may continue in office;
 - 18.5.1(e) Any Electoral Commissioner who becomes an Active or Dormant Member of the Charity must be automatically disqualified from holding office with immediate effect;



- 18.5.1(f) A person who has ceased to be an Active or Dormant Member of the Charity may not be appointed as an Electoral Commissioner until a minimum period of **twelve (12)** months have elapsed from the date their membership ended;
- 18.5.1(g) No person who is disqualified from acting as a trustee or senior role under UK charity law, or who has unspent criminal convictions or safeguarding restrictions relevant to governance, integrity, or public trust, must be appointed as an Electoral Commissioner.
- 18.5.2 **Independence:** Commissioners must act impartially, independently of the Trustees, and must not engage in general Charity management during the election period. The Electoral Commissioners and their agents are ineligible to stand for election or vote.
- 18.5.3 **Responsibilities:** Electoral Commissioners are collectively responsible for:
- 18.5.3(a) administering the election;
 - 18.5.3(b) ensuring absolute adherence to election modalities;
 - 18.5.3(c) ensuring compliance with Clause 18.1.1;
 - 18.5.3(d) verifying Chairperson eligibility in accordance with Clause 17.12; and
 - 18.5.3(e) chairing candidate debates.
- 18.5.4 **Election Procedures Document:** The Electoral Commissioners must prepare and publish a written Election Procedures Document setting out the detailed electoral processes, including the sequence of steps, timelines, modalities for candidate debates and canvassing, and the conduct of the election. This document must be submitted to the Board of Trustees and Members in Good Standing for approval. Once approved, it must be issued to all Members in Good Standing in writing no later than **twenty-eight (28)** days prior to the election.
- 18.5.5 **Voter Register Integrity:** The Electoral Commissioners must verify and formally certify the Final Voter Register submitted to the Electoral Commission Board, which must be duly signed by the Charity's Treasurer and Secretary for that election year. No amendments may be made to the certified register within fourteen (**14**) days prior to the election, except where necessary to correct demonstrable administrative errors.
- 18.5.6 **Data Protection Compliance:** All election-related data, including nomination forms, Voter Registers, ballots, and recordings, must be processed and stored in accordance with United Kingdom data protection law. Electoral Commissioners must ensure secure handling, retention, and disposal of such data.
- 18.5.7 **Campaign Conduct:** All candidates must adhere to a fair campaigning standard prohibiting intimidation, misinformation, undue influence, or misuse of Charity platforms. Breaches of this standard may result in disqualification by the Electoral Commissioners.
- 18.5.8 **Removal of Electoral Commissioners:** An Electoral Commissioner may be removed from office on the grounds of misconduct, breach of the required standard of independence, or failure to discharge their duties. Removal must require the approval of not less than two-thirds (**2/3**) of verified Members in Good



Standing present at a quorate meeting. The specific grounds for removal must be formally recorded in the minutes of that meeting.

- 18.5.9 **Record Keeping:** All decisions made by the Electoral Commissioners, including eligibility determinations, dispute outcomes, and procedural rulings, must be documented in writing and retained for a minimum of three (3) years.
- 18.5.10 **Non-Interference:** Trustees must not interfere with, influence, or attempt to influence the Electoral Commissioners in the discharge of their duties. Any such conduct must be reported and recorded.

18.6 Election Timeline and Notification

- 18.6.1 **Convening:** Outgoing Trustees must convene a meeting to set the election date, which must be a minimum of twenty-eight (28) days later. They must define nomination opening and closing dates, establish the verification period and agree on timetables and modalities. *A Sample Election Timetable Template is provided in Appendix "G" for guidance.*
- 18.6.2 **Notice:** Three (3) distinct formal notices regarding the election date and election timetable must be issued/sent to Members starting twenty-eight (28) days prior to the election via approved and approved communication channels (email, WhatsApp, post, SMS, etc.).
- 18.6.3 **Pre-Election Procedures:**
- 18.6.3(a) **28 Days Prior:** Exactly twenty-eight (28) days prior to the election, a special pre-election meeting or debate must be held where candidates canvass Members;
- 18.6.3(b) **14 Days Prior:** Exactly fourteen (14) days prior to the election, a General Meeting must be called to present candidates and the election roadmap. Notice of the AGM, agenda, financial reports, and the signed voting list (compiled by the Treasurer and Secretary) must be sent to Members;
- 18.6.3(c) **Records:** Outgoing Trustees and Officers must deliver records to the Secretary prior to the AGM.

18.7 Election Voting Procedures

- 18.7.1 **Handover:** The Trustees must hand over the meeting to the Electoral Commissioners, who shall preside over the election.
- 18.7.2 **Method:** Voting must be conducted by secret ballot. Voting via Short Message Service (SMS) text message is strictly prohibited.
- 18.7.3 **Majority:** A simple majority of valid votes cast by Members in Good Standing Clause 35.7 is required to elect a candidate.
- 18.7.4 **Ties and Unopposed Candidates:**
- 18.7.4(a) In the event of a tie, lots shall be drawn to determine the winner;
- 18.7.4(b) If an unopposed candidate receives fewer votes than the "None of the Above" option, the position must remain vacant, and the election process for that specific role must repeat at the next General Meeting.
- 18.7.5 **Counting:** Ballots must be counted in the direct presence of the candidate's designated representatives.



18.8 Results and Handover

- 18.8.1 **Announcement:** The official election results must be announced within four (4) hours of the completion of the final vote count.
- 18.8.2 **Assumption of Office:** Newly elected Trustees shall assume office immediately upon the formal declaration of results or upon the precise expiry of their predecessors' term, whichever occurs later.
- 18.8.3 **Handover Meeting:** A collective handover meeting must occur within fourteen (14) days of declaration of the election results, at which time all outgoing Trustees must transfer all physical property, digital credentials, asset keys, and governance documentation to the incoming Board of Trustees.
- 18.8.4 **Secretary's Duties:** The incoming Secretary must:
- 18.8.4(a) send AGM minutes to Members within fourteen (14) days;
 - 18.8.4(b) file the Annual Report and election minutes with the Charity Commission and Bank within twenty-one (21) days; and
 - 18.8.4(c) manage the transfer of records in accordance with clause 18.16.2.
- 18.8.5 **Digital Access:**
- 18.8.5(a) Incoming Trustees must be granted full and secure access to all official KDDAUK digital platforms, passwords, accounts, and communication channels for a transitional period of one (1) to two (2) weeks. During this period, they shall operate alongside the outgoing Trustees to ensure an orderly and accountable handover of responsibilities;
 - 18.8.5(b) Outgoing Trustees administrators' access must be removed from all platforms within seven (7) to fourteen (14) days of the completed handover and new administrators updated;
 - 18.8.5(c) **The Incoming Trustees must change all passwords to all of the Charity's websites, digital, Social Media Platforms and all equipment used by the previous Trustees.**

18.9 Dispute Resolution

- 18.9.1 Where an election is disputed, or irregularities are alleged, the Electoral Commissioners must conduct an impartial investigation, preserve all relevant evidence, and issue a written determination setting out their findings and any corrective measures required within seventy-two (72) hours.
- 18.9.2 Where a dispute concerning the election relates to the general conduct of the Electoral Commissioners, the Commissioner(s) implicated must immediately step aside. In accordance with Clause 18.5.8, an independent committee must be constituted to investigate and provide a written report within seventy-two (72) hours.
- 18.9.3 During any such investigation, the outgoing Trustees in question must remain in office and continue to exercise all Trustee powers necessary for the lawful and effective operation of the Charity.



- 18.9.4 Outgoing Trustees must act neutrally, cooperate fully with the Electoral Commissioners, and refrain from any conduct that may influence the outcome of the investigation.
- 18.9.5 Electoral Commissioners must not assume governance authority over the Charity. Their role is limited to the oversight, review, and determination of electoral matters.
- 18.9.6 Incoming Trustees must not assume office or exercise trustee powers until the election has been validated and the Electoral Commissioners have confirmed the result. A transitional handover may occur in accordance with this Constitution.
- 18.10 General Safeguards**
- 18.10.1 Elections must be recorded via audio, video, or a formal written transcript in accordance with United Kingdom data protection laws, and accurate minutes must be maintained.
- 18.10.2 The annual financial and operational reports must be formally presented and adopted prior to the commencement of any election.
- 18.10.3 The Electoral Commissioners and all Members of their appointed sub-committee are **prohibited** from engaging in general Charity management during the election period.
- 18.10.4 **A Member of the Electoral Commissioners' sub-committee** or their agent must not be elected as a Trustee at the same Annual General Meeting and must not be permitted to vote for any candidate.
- 18.11 Vote of No Confidence and Vote of Confidence**
- 18.11.1 **Definition:** A vote of no confidence or a vote of confidence shall be a formal governance process by which Members in Good Standing may express a lack of trust (or continued support) for a Trustee or Officer after mediation has failed.
- 18.11.2 **Grounds:** Grounds for initiating a vote of no confidence must be substantive and documented in writing, including:
- (i) Unethical or dishonest conduct;
 - (ii) breach of fiduciary duty;
 - (iii) dereliction of duty, including a failure to convene statutory meetings or publish financial reports;
 - (iv) financial impropriety;
 - (v) strategic misalignment with the value, vision and objectives of the Charity.
- 18.12 Initiation of No Confidence/Vote of Confidence**
- 18.12.1 A motion for a vote of no confidence or a vote of confidence must be supported by:
- 18.12.1(a) a formal petition initiated and signed by a **minimum of ten (10) Members**, all of whom **must be** Members in Good Standing as defined in Clause 35.7;
- 18.12.1(b) written evidence of consensus gathered through documented informal consultations.
- 18.13 Notice and Submission**
- 18.13.1 The motion must be submitted in writing to the Secretary, with a copy delivered to the Board of Trustees. The submission must clearly identify the Trustee or



Trustees concerned, the reasons for the motion, the supporting evidence, and the names and signatures of all initiating Members.

18.13.2 The Secretary must acknowledge receipt of the motion within seven (7) days.

18.13.3 The Board of Trustees must meet within fourteen (14) days to validate the request. The Board of Trustees must not block a valid motion and must immediately convene a Special General Meeting.

18.13.4 The subject of the motion must be served with formal written notice at least fourteen (14) days before the Special General Meeting is held.

18.14 Right of Reply

18.14.1 The subject of the motion must be given fourteen (14) days to respond in writing or by speaking at the Special General Meeting, where they may be accompanied by a supporter.

18.14.2 If the subject fails to respond within the allocated timeframe, the vote must proceed in their absence.

18.15 Voting Procedure

18.15.1 The Special General Meeting (SGM) must follow the standard meeting structure in accordance with Clauses 10.2, 10.8, 12.3, and all other applicable procedural requirements of this constitution. All voting rights in the SGM must be exercised **exclusively by Members in Good Standing**, as defined in **Clause 35.7**.

18.15.2 Voting must be conducted by **secret ballot** of the Members in **Good Standing who are present at the meeting**.

18.16 Outcome

18.16.1 **Motion Passed:** If the motion is supported by **two-thirds (2/3)** majority of Members in Good Standing present and voting, the Charity must take immediate action, which may include removal or reassignment of the individual, updating bank mandates, and notifying the Charity Commission.

18.16.2 All changes to the bank mandate must be discussed by the board of Trustees and approved by a two-thirds (2/3) majority of the trustees

18.16.3 **Motion Failed:** If the motion fails, the individual shall retain their position. The concerns shall be formally recorded in minutes, and the matter must be closed.

18.17 Post-Vote Documentation

18.17.1 Within ten (10) working days, signed minutes, redacted where necessary for personal data protection, and the official results must be provided to the Charity Commission, the bank, updated on the Charity Website, and distributed to the general membership.

19 Powers and Administrative Duties of Trustees

19.1 Collective Safeguarding Responsibility

19.1.1 All Trustees must share collective responsibility for safeguarding and must ensure that the Charity maintains a culture of safety, transparency, and accountability across all operational activities.

19.1.2 Official Correspondence Address:



- 19.1.2(a) The registered office must be a non-residential address. Where a non-residential address is not feasible, the home address of the Chairperson may be used as the correspondence address for administrative and official purposes.
- 19.1.2(b) Where a non-residential address is used as the registered office, the bank statements and financial statements of the Charity shall be directed to the home address of the Treasurer.

19.2 Fiduciary Duties and Powers

- 19.2.1 In furtherance of the Objectives, but not further or otherwise, Trustees must comply with the statutory duty of care set out under Section 1 of the Trustee Act 2000, requiring each Trustee to exercise such care and skill as is reasonable in the circumstances, having special regard to any specific knowledge or experience that the Trustee has or holds themselves out as possessing, in accordance with this Constitution and the Charities Act 2011.
- 19.2.2 The Trustees must manage the business of the Charity and ensure that its assets and resources are used only for the purposes of the Charity and that the Charity is run in accordance with its Constitution, Bylaws, and charity law. In furtherance of the Objectives but not otherwise, the Trustees shall have the following powers:
 - 19.2.2(a) to act in the charity's best interests and act with reasonable care and skill, and should exercise in a way that aligns with the UK Equality Act 2010;
 - 19.2.2(b) to raise funds. In doing so, the Trustees must not undertake any taxable permanent trading activity and must comply with any relevant statutory regulations;
 - 19.2.2(c) to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
 - 19.2.2(d) to sell, lease, or otherwise dispose of all or any part of the property belonging to the charity. In exercising this power, the Trustees must comply as appropriate with sections 117 to 122 of the Charities Act 2011;
 - 19.2.2(e) to borrow money and to charge the whole or any part of the property belonging to the Charity as security for repayment of the money borrowed. The Trustees must comply as appropriate with sections 124 to 126 of the Charities Act 2011 if they intend to mortgage land;
 - 19.2.2(f) to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
 - 19.2.2(g) to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the objectives;
 - 19.2.2(h) to acquire, merge with or enter into any partnership or joint venture arrangement with any other charity formed for any of the Objectives;
 - 19.2.2(i) to set aside income as a reserve against future expenditure, but only in accordance with a written policy about reserves;
 - 19.2.2(j) to obtain and pay for such goods and services as are necessary for carrying out the work of the charity;



- 19.2.2(k) to open and operate such bank accounts and other financial accounts as the Trustees consider necessary and to invest funds and to delegate the management of funds 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;
- 19.2.2(l) to execute all such other lawful actions as are necessary for the successful achievement of the Objectives.

19.3 Retrospective Protection

- 19.3.1 No alteration of this Constitution or of any special resolution shall have retrospective effect to invalidate any prior lawful act of the Trustees.

19.4 Validity of Trustee Decisions

- 19.4.1 Any meeting of the Trustees at which a quorum is present at the time a relevant decision is made may exercise all powers exercisable by the Trustees.

19.5 Charity Commission Guidance

- 19.5.1 Trustees must fully consider Charity Commission guidance when making governance decisions. This includes, but is not limited to, the Commission's guidance on trustee duties, conflicts of interest, financial controls, and the statutory framework established by the Charities Act 2011 and the Trustee Act 2000

19.6 Political Activity

- 19.6.1 In furtherance of the charitable purposes but not otherwise, the Trustees may engage in non-party political activity, campaigning, provided that the Trustees are satisfied that the proposed activities will further the purposes of the charity and are proportionate to an extent justified by the resources committed, and provide further that the political activity is not the dominant means by which the charity carries out its objectives. In doing so, the Trustees must remain politically neutral and should consider working with other parties to help public perception of neutrality in accordance with the Charity Commission guidance CC9 (*Speaking Out – Guidance on Campaigning and Political Activity by Charities*).

19.7 Delegation

- 19.7.1 Trustees may delegate tasks but remain accountable for accuracy, completeness, and compliance.

19.8 Accountability of Officers

- 19.8.1 All Officers are accountable to the Trustees and the general membership for the timely execution of their administrative duties.

20 Disqualification and Removal of Trustees

A Trustee **must** cease to hold office if any of the following circumstances apply.

20.1 Statutory Disqualification

- 20.1.1 A Trustee is disqualified from acting as a Trustee by virtue of sections 178 and 179 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).



20.2 Loss of Membership

- 20.2.1 A Trustee ceases to be a Member of the Charity in accordance with Clause 8.8 and 9 of this Constitution.

20.3 Medical Incapacity

- 20.3.1 In the written opinion, given to the Charity, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a Trustee and may remain so for more than three (3) months.

20.4 Resignation

- 20.4.1 A Trustee resigns as a Trustee by notice to the charity (but only if at least two (2) Trustees will remain in office when the notice of resignation is to take effect).

20.5 Absence Without Permission

- 20.5.1 A Trustee who is absent without permission from all Trustee meetings for six (6) consecutive months may be removed from office by resolution of the Trustees or Members, provided that the Trustee has been given written notice and a reasonable opportunity to explain the absence.

20.6 Removal by Members

- 20.6.1 Members in Good Standing may remove a Trustee before the expiration of their term only by a special resolution passed by not less than two-thirds ($\frac{2}{3}$) of Members in Good Standing present and voting at a properly convened General Meeting, following the procedure in Clauses 18.13 to 18.16.

20.7 Notice of Removal Resolution

- 20.7.1 The notice of a proposed resolution for removal must be accompanied by a brief statement of the reason(s) for the proposed removal.

20.8 Right to be Heard

- 20.8.1 The Trustee who is the subject of the proposed resolution for removal must be allowed to be heard, in person or by agent, at the General Meeting before the resolution is put to a vote.

20.9 End of Term

- 20.9.1 A Trustee reaches the end of his or her term of office as defined in Clause 18.2.

20.10 Failure to Perform Duties

- 20.10.1 A Trustee who persistently fails to carry out their duties for six (6) consecutive months may be removed by resolution of the Trustees or Members, provided that the Trustee has been given written notice of the concerns, a reasonable opportunity to respond, and the process complies with Clauses 18.13 to 18.16.
- 20.10.2 A Trustee must be removed for breach of the conflict-of-interest duties set out in Clause 22, including failure to disclose or the knowing concealment of a conflict of interest.

21 Proceedings of Trustees

21.1 Regulation of Proceedings

- 21.1.1 The Trustees may regulate their proceedings as they consider appropriate, subject always to this Constitution and the Bylaws.



21.2 Calling Meetings

- 21.2.1 Any Trustee may call a meeting of the Trustees.
- 21.2.2 The Secretary must call a meeting of the Trustees if requested to do so by any Trustee.

21.3 Decision-Making

- 21.3.1 Questions arising at a meeting of Trustees must be decided by a majority of votes cast.
- 21.3.2 In the case of an equality of votes, the person who chairs the meeting must not have a second or casting vote.
- 21.3.3 All decisions of the Trustees must be taken in accordance with the statutory duty of care under Section 1 of the Trustee Act 2000 and, where relevant, the investment duties contained under Sections 3 to 5 of the Trustee Act 2000, including the requirements to consider suitability, diversification, and the obtaining of proper advice.

21.4 Quorum Requirements

- 21.4.1 No decision may be made by a meeting of the Trustees unless a quorum is present at the time the decision is purported to be made.
- 21.4.2 The quorum shall be **four (4)** Trustees or the number nearest to **one-third (1/3)** majority of the total number of serving Trustees, whichever is greater, or such larger number as may be decided from time to time by the Trustees.
- 21.4.3 A Trustee must not be counted in the quorum present when any decision is made about a matter upon which that Trustee is not entitled to vote.
- 21.4.4 If the total number of serving Trustees falls below the number fixed as the quorum, the remaining or continuing Trustees may act only for the purpose of filling vacancies on the Board of Trustees or of calling a General Meeting.
- 21.4.5 The quorum must be maintained throughout the entirety of the meeting. A Trustee who is conflicted under Clause 22 must not count toward the quorum for that specific agenda item.

21.5 Chairing Meetings

- 21.5.1 The person elected as the Chair of the Charity shall chair all meetings of the Trustees.
- 21.5.2 If the Chairperson is unwilling to preside or is not present within thirty (30) minutes after the time appointed for the meeting to start, the Trustees present may appoint one of their number to chair that meeting.
- 21.5.3 The person appointed to chair a meeting of the Trustees shall have no functions or powers except those conferred by this Constitution or delegated to him or her in writing by the Trustees.

21.6 Written Resolutions

- 21.6.1 A resolution in writing signed by all the Trustees entitled to receive notice of a meeting of Trustees or of a committee of Trustees and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the



Trustees or, as the case may be, a committee of Trustees duly convened and held.

- 21.6.2 The resolution in writing may comprise several documents containing the text of the resolution in like form, each signed by one or more Trustees. See also Clause 41 (Resolutions in Writing). In the event of operational inconsistency between this Clause and Clause 41 shall prevail.

21.7 Governance Standards

- 21.7.1 Trustees must be given a fair opportunity to express their views; such views must be formally recorded in the minutes.
- 21.7.2 All decisions must align with the Charity's Objectives and internal policies.
- 21.7.3 Trustees are jointly and severally accountable for the overall governance of the Charity.
- 21.7.4 Trustees acting without explicit constitutional authority must be subject to formal disciplinary procedures.

21.8 Urgent and Emergency Actions

- 21.8.1 Urgent action may be taken by the Chairperson, or in their absence, the Vice-Chairperson or the Secretary, only with the prior approval from a simple majority of serving Trustees, which may be obtained via electronic communication channels.
- 21.8.2 Emergency actions must be recorded, reported, ratified and reported to the Board of Trustees within forty-eight (48) hours of execution.

21.9 Professional Advice

- 21.9.1 The Trustees must collectively seek professional advice, including legal, financial, or property-related counsel, where such specialised expertise is required for robust governance.
- 21.9.2 Reasonable costs for professional advice may be met by the Charity where the advice directly furthers the Charity's purposes for the public benefit.

21.10 Serious Incident and Regulatory Reporting

- 21.10.1 The Trustees must continuously identify, assess, and respond to any actual or suspected serious incident affecting the Charity, including but not limited to fraud, theft, material financial loss, safeguarding concerns, criminal allegations, significant governance failures, or any matter that poses a material risk to the Charity's beneficiaries, assets, reputation, or operations.
- 21.10.2 Where a serious incident is identified or reasonably suspected, the Trustees must ensure that a timely and accurate report is made to the Charity Commission in accordance with the Charity Commission's Serious Incident Reporting guidance.
- 21.10.3 The Trustees must ensure that any matter involving suspected criminal conduct, safeguarding risk, or other regulatory breach is reported without delay to the appropriate external authority, including the police, local authority safeguarding teams, or any other regulatory body with jurisdiction.
- 21.10.4 The duty to report serious incidents is a collective responsibility of the Board of Trustees and forms an integral part of the Charity's core governance and compliance obligations.



22 Conflicts of Interest and Conflicts of Loyalties

22.1 Declaration of Interests

- 22.1.1 A Charity Trustee must declare the nature and extent of any interest, direct or indirect, which they possess in a proposed transaction or arrangement with the Charity, or in any transaction or arrangement entered into by the Charity which has not been previously declared.
- 22.1.2 The Trustees must manage conflicts of interest in accordance with the Charities Act 2011, including the statutory reporting obligations relating to payments made to Trustees or Connected Persons under Section 185(3) of that Act, and the requirement to maintain a comprehensive Register of Interests.

22.2 Withdrawal from Discussions or Nomination

- 22.2.1 A Trustee must withdraw himself or herself from any discussions, decisions, or nominations process of the Charity Trustees in which a conflict of interest or conflict of loyalty may arise between his or her duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest).
- 22.2.2 Any Charity Trustee absenting themselves from discussions or nominations in accordance with this Clause must not vote and must not be counted as part of the quorum for that decision of the Charity Trustees.

22.3 Declarations at General Meetings

- 22.3.1 Trustees must make full declarations of interest to the Members at the beginning of every General Meeting or at the commencement of any election process. Any failure to declare an interest must be treated as misconduct and addressed in accordance with Clause 34 (Discipline).

22.4 Reporting of Payments

- 22.4.1 The Treasurer must report to each General Meeting all payments made to Trustees or Connected Persons in accordance with Clause 5 and the Charities Act 2011.

22.5 Approval of Contracts

- 22.5.1 The Trustees must authorise any contract with a Trustee or Connected Person in accordance with Clause 5 and the Charities Act 2011. Members may be informed of such contracts but must not vote to approve them. All such authorisations must be formally recorded in the minutes.

22.6 Register of Interests

- 22.6.1 The Board of Trustees must ensure that a Register of Interests is maintained and published, or made available on request, together with a clear operational process for authorising any Trustee benefit consistent with statutory requirements.

22.7 Failure to Disclose New Conflicts of Interest



- 22.7.1 A nominated candidate who fails to disclose any new conflict of interest arising before or during the election process shall be disqualified from election as a Trustee.
- 22.7.2 Where an existing Trustee fails to disclose a new conflict of interest arising during their term of office, the Trustee **shall automatically cease to act as a Trustee** from the precise date on which the conflict arose.
- 22.7.3 A Trustee who has ceased to act under Clause 22.7.2 must resume office only after the conflict has been fully disclosed in writing and reviewed by the Board of Trustees or, where relevant, the Electoral Commissioners, who shall determine whether the conflict has been completely resolved.
- 22.7.4 For the purposes of this Clause, a “new conflict of interest” includes any personal, financial, family, or organisational interest that could reasonably be perceived to influence the individual’s ability to act solely in the best interests of the Charity.
- 22.8 **Knowingly Concealing or Withholding a Conflict of Interest**
- 22.8.1 Knowingly concealing, withholding, or misrepresenting any conflict of interest constitutes **serious misconduct** and a breach of the duties set out in this Clause and in the Charities Act 2011.
- 22.8.2 A nominated candidate who knowingly conceals or withholds a conflict of interest **must** be immediately disqualified from standing for election.
- 22.8.3 An existing Trustee who knowingly conceals or withholds a conflict of interest **must automatically cease to be a Trustee** from the date on which the concealment is established. The Board of Trustees **must** record the cessation and **may**, where appropriate, refer the matter to the Charity Commission in accordance with the Charity’s Serious Incident Reporting procedures.
- 22.8.4 Re-appointment or reinstatement must not be permitted unless, after full review, the Board of Trustees determines that the individual’s conduct does not pose an ongoing risk to the Charity’s governance, reputation, or compliance obligations.

23 Saving Provisions

23.1 Validity of Decisions

- 23.1.1 Subject to Clause 23.2, all decisions of the Charity Trustees, or a committee of the Charity Trustees, shall be valid notwithstanding the participation in any vote of a Charity Trustee:
- 23.1.1(a) who is disqualified from holding office;
- 23.1.1(b) who had previously retired or who had been obliged by this Constitution to vacate office;
- 23.1.1(c) who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise.



23.1.2 If, without the vote of that Charity Trustee and that Charity Trustee being counted in the quorum, the decision has been made by a majority of the Charity Trustees at a quorate meeting.

23.2 Limitation

23.2.1 Clause 23.1 does not permit a Charity Trustee to keep any benefit that may be conferred upon him or her by a resolution of the Charity Trustees or of a committee of Charity Trustees if, but for Clause 23.1, the resolution would have been void, or if the Charity Trustee has not complied with Clause 22 (Conflicts of Interests and Conflicts of Loyalties).

23.3 Governance Consistency and Precedence

23.3.1 Where any requirement, duty, standard, or procedure relating to digital conduct, social media administration, reporting to authorities, decision-making, notice requirements, or the return of Charity property appears in more than one clause of this Constitution and Bylaws, the provisions of Part I shall take precedence in the event of any inconsistency.

23.3.2 For the avoidance of doubt, the following clauses constitute the primary and authoritative provisions for the respective governance areas:

- Transparency: Clause 8.2.8
- Decision-making and voting procedures: Clause 21.3
- Digital conduct and social media administration: Clauses 21.9 and 34.13
- Serious incident and regulatory reporting: Clause 21.10
- Minutes: Clause 26
- Notice: Clause 31
- Return of Charity property: Clause 40.1

23.3.3 All other clauses addressing these matters shall be interpreted as supplementary guidance and must be applied consistently with the primary clauses listed above.

23.3.4 In the event of any ambiguity or overlap, the Trustees shall apply the interpretation that best aligns with the Charity's legal obligations under the Charities Act 2011, Charity Commission guidance, and recognised UK governance best practice.

24 Delegation

24.1 Delegation of Powers

24.1.1 The Trustees may delegate any of their powers or functions to a committee of two (2) or more Trustees, but the terms of any such delegation must be recorded in the Minute Book.

24.2 Conditions of Delegation

24.2.1 The Trustees may impose conditions when delegating, including the conditions that:

- 24.2.1(a) the relevant powers are to be exercised exclusively by the committee to whom they are delegated;



24.2.1(b) no expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the Trustees.

24.3 Revocation or Cancellation

24.3.1 The Trustees may revoke or alter a delegation at any time.

24.4 Reporting Requirements

24.4.1 All acts and proceedings of any committees must be fully and promptly reported to the Trustees.

25 Irregularities in Proceedings

25.1 Validity of Acts Despite Irregularities

Nothing in this Clause shall relieve the Trustees of their statutory obligations under the Trustee Act 2000, including the duty to review investments periodically in accordance with section 4 and the duty to obtain proper advice under section 5 unless it is reasonable not to do so.

25.1.1 Subject to Clause 25.2, all acts done by a meeting of Trustees, or of a committee of Trustees, shall be valid notwithstanding the participation in any vote of a Trustee:

25.1.1(a) who was disqualified from holding office;

25.1.1(b) who had previously retired or who had been obliged by the Constitution to vacate office;

25.1.1(c) who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise.

25.1.2 A decision shall remain if, without:

25.1.2(a) the vote of that Trustee; and

25.1.2(b) that the Trustee being counted in the quorum, the decision has been made by a majority of the Trustees at a quorate meeting.

25.2 Limitation on Benefits

25.2.1 Clause 25.1 does not permit a Trustee to keep any benefit that may be conferred upon him or her by a resolution of the Trustees or of a committee of Trustees if the resolution would otherwise have been void.

25.3 Procedural Defects

25.3.1 No resolution or act of:

25.3.1(a) the Trustees;

25.3.1(b) any committee of the Trustees;

25.3.1(c) the Charity in the General Meeting

shall be invalidated by reason of the failure to give notice to any Trustee or Member or because of any procedural defect in the meeting, unless it is shown that the failure or defect has materially prejudiced a Member or the beneficiaries of the Charity.



26 Minutes and the Minute Book

26.1 Record of Appointments

- 26.1.1 The Trustees must keep minutes of all appointments of Officers and Trustees made by the Trustees.

26.2 Proceedings of Meetings

- 26.2.1 The Trustees must keep minutes of proceedings at all meetings of the Charity and save a copy online.

26.3 Minutes of Trustees and Committees

- 26.3.1 The Trustees must keep minutes of meetings of the Trustees and committees of Trustees or Members, including:

- 26.3.1(a) the names of the Members, Trustees and committees present at the meeting;
- 26.3.1(b) the decisions and resolutions made at the meeting;
- 26.3.1(c) where appropriate, the reasons for the decisions and resolutions;
- 26.3.1(d) declarations of interest;
- 26.3.1(e) actions decided and who will lead on the actions;
- 26.3.1(f) reports and information presented at the meeting.

26.4 Minute Book Requirements

- 26.4.1 The Secretary must keep the Minute Book of the Charity using a standard company Minute Book and shall insert the charity's:

- 26.4.1(a) Charities Commission Certificate;
- 26.4.1(b) certified Constitution and Bylaws;
- 26.4.1(c) banking resolutions;
- 26.4.1(d) Members' meeting minutes;
- 26.4.1(e) Trustees' meeting minutes;
- 26.4.1(f) sub-committees' and working parties' meeting minutes.

26.5 Required Information in Minutes

- 26.5.1 The Charity's meeting minutes must include:

- 26.5.1(a) the name of the Charity, the type of meeting (Members, Trustees, sub-committee or working party);
- 26.5.1(b) date, time and place of the meeting;
- 26.5.1(c) list of attendees and their membership status;
- 26.5.1(d) a summary of the general discussions which took place at the meeting.

26.6 Publication of Minutes

- 26.6.1 Minutes of all meetings involving Members **must be signed** in accordance with Clause 26.9.1 and published promptly on the Charity's website, social media platform, and emailed to all registered Members of the Charity.

26.7 Motions and Resolutions

- 26.7.1 A clear and accurate record of all motions and resolutions approved at the meeting must be included. Any personal data relating to identifiable individuals must be omitted or appropriately redacted in compliance with the UK General Data Protection Regulation and the Data Protection Act 2018:

- 26.7.1(a) the name of the person who made a motion;



- 26.7.1(b) the name of the person who seconded the motion;
- 26.7.1(c) the exact wording of the motion;
- 26.7.1(d) the disposition of the motion (whether it was passed or not passed by the meeting).

26.8 Adjournment Time

- 26.8.1 The time the meeting was adjourned must be recorded.

26.9 Signatures

- 26.9.1 Before publication to Members, ALL minutes of any meeting **must** be signed by:
 - 26.9.1(a) the person taking the minutes at the meeting; and
 - 26.9.1(b) the meeting's Chairperson.

27 Accounts, Annual Report, Annual Return, Financial Procedures

27.1 Statutory Compliance

- 27.1.1 The Trustees must comply with their obligations under the Charities Act 2011 and any future updates with regard to:
 - 27.1.1(a) keeping accounting records for the Charity;
 - 27.1.1(b) preparing annual statements of account for the Charity;
 - 27.1.1(c) transmitting the statements of account to the Commission;
 - 27.1.1(d) preparing an Annual Return and its transmission to the Commission and Gift Aid submitted to HMRC by the end of June of each year;
 - 27.1.1(e) ensuring the Annual Return report must be signed by the Chairperson, or in his or her absence, by the Treasurer or Vice-Chairperson.

27.2 Accounting Standards

- 27.2.1 Accounts must be prepared in accordance with the provisions of any Statement of Recommended Practice issued by the Commission, unless the Trustees are required to prepare accounts in accordance with a Statement prepared by another body.

27.3 Financial Management Policy

- 27.3.1 The Charity must have a written policy for financial management and internal control procedures, in adherence with Clauses 5.5 to 5.9 and in addition to Clause 3 of this Constitution.

27.4 Borrowing

- 27.4.1 To carry out the purposes of the Charity, the Trustees may, on behalf of and in the name of the Charity, borrow money or secure the payment or repayment of money in such manner as they decide, including (but not limited to) the issue of debentures, loans, mortgages, or other financial instruments.
- 27.4.2 No borrowing exceeding ten per cent (10%) of the Charity's gross annual income (based on the most recent audited accounts) must be entered into without the sanction of an ordinary resolution of the Members.
- 27.4.3 No borrowing exceeding twenty-five (25%) of the Charity's gross annual income must be entered into without the sanction of a special resolution of the Members.



- 27.4.4 The Members may, by resolution, by a simple majority of Members in Good Standing, restrict or vary the borrowing powers of the Trustees.
- 27.4.5 In exercising these powers, the Trustees must act prudently, ensure that borrowing is in the best interests of the Charity, and obtain appropriate professional advice where significant financial commitments are proposed.

28 Registered Particulars

28.1 Notification to the Commission

- 28.1.1 The Trustees must ensure that all statutory notifications required under the Charities Act 2011 are submitted to the Charity Commission promptly, including changes to the Charity's registered particulars. This duty is in addition to the specific notification requirements set out in Clauses 6.6 (Dissolution) and 7.10 (Consultation on Constitutional Amendments).
- 28.1.2 A copy of any resolution amending this Constitution, together with KDDAUK's Constitution as amended, must be sent to the Charity Commission of England and Wales within twenty-one (21) days of it being passed.
- 28.1.3 Regulated alterations, as defined in the Charities Act 2011 (or any statutory re-enactment or modification thereof), shall require the prior written consent of the Charity Commission and must take effect only once the Commission has recorded the alteration on the Register of Charities. All other amendments shall take effect immediately upon approval by the Members, unless the Charity Commission directs otherwise

29 Property

29.1 Holding of Property

- 29.1.1 In managing property held by or on behalf of the Charity, the Trustees must comply with the standard investment criteria and the duty to take proper advice as required by sections 4 and 5 of the Trustee Act 2000.
- 29.1.2 The Trustees must ensure the title to:
 - 29.1.2(a) all land held by or in trust for the Charity that is not vested in the Official Custodian of Charities; and
 - 29.1.2(b) all investments held by or on behalf of the Charity, is vested either in a corporation entitled to act as custodian trustee or in not less than three (3) individuals appointed by them as holding Trustees.

29.2 Terms of Appointment

- 29.2.1 The terms of the appointment of any holding trustees must provide that they may act only in accordance with lawful directions of the Trustees and that if they do so, they will not be liable for the acts and defaults of the Trustees or the Members of the Charity.

29.3 Removal of Holding Trustees

- 29.3.1 The Trustees may remove the holding Trustees at any time.



30 Repair and Insurance

30.1 Maintenance and Insurance

- 30.1.1 The Trustees must keep in repair and ensure to their full value against fire and other usual risks all the buildings of the Charity (except those buildings that are required to be kept in repair and insured by a tenant).
- 30.1.2 The Trustees must also ensure that the Charity maintains suitable public liability and employers' liability insurance.

31 Notices

31.1 Form of Notices

- 31.1.1 Any notice required by this Constitution to be given to or by any person must be:
 - 31.1.1(a) in writing; or
 - 31.1.1(b) subject to the person's written consent, may be given using electronic communications.

31.2 Methods of Giving Notice

- 31.2.1 The Charity must give any notice to a Member either:
 - 31.2.1(a) personally; or
 - 31.2.1(b) by sending it by first-class or next-day delivery post in a prepaid envelope addressed to the Member at his or her address; or
 - 31.2.1(c) by leaving it at the address of the Member in person; or
 - 31.2.1(d) by electronic communication to the Member's registered electronic address.

31.3 Members Without a UK Address

- 31.3.1 A member who does not register an address with the Charity or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Charity.

31.4 Deemed Receipt by Attendance

- 31.4.1 A Member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and of the purposes for which it was called.

31.5 Proof and Timing of Notices

- 31.5.1 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- 31.5.2 Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Chartered Governance Institute (formerly ICOSA) shall be conclusive evidence that the notice was given.
- 31.5.3 A notice shall be deemed to be given forty-eight (48) hours after the envelope containing it was posted or, in the case of an electronic communication, 48 hours after it was sent.

32 Rules

32.1 Power to Make Rules

- 32.1.1 The Members may, from time to time, make rules or Bylaws for the conduct of the Charity's business.



32.2 Matters Regulated by Bylaws

32.2.1 The Bylaws may regulate the following matters, but are not restricted to them:

- 32.2.1(a) the admission of Members of the Charity (including the admission of organisations to membership) and the rights and privileges of such Members, and the entrance fees, membership fees, and other fees or payments to be made by Members;
- 32.2.1(b) the conduct of Members of the Charity in relation to one another, and to the Charity's volunteers;
- 32.2.1(c) the setting aside of the whole or any part of the Charity's premises at any particular time or times or for any particular purpose or purposes;
- 32.2.1(d) the procedure at General Meetings and meetings of the Trustees, so far as such procedure is not regulated by this Constitution;
- 32.2.1(e) the keeping and authenticating of records. (If regulations made under this Clause permit records of the Charity to be kept in electronic form and require a Trustee to sign the record, the regulations must specify a method of recording the signature that enables it to be properly authenticated);
- 32.2.1(f) generally, all such matters as are commonly the subject matter of the rules of an unincorporated association.

32.3 Power to Amend Bylaws

32.3.1 The Charity, in a General Meeting, has the power to alter, add to or repeal the rules or Bylaws.

32.4 Notification of Rules

32.4.1 The Trustees must adopt such means as they think sufficient to bring the rules and Bylaws to the notice of Members of the Charity.

32.5 Binding Nature of Bylaws

32.5.1 The rules or Bylaws shall be binding on all Members of the Charity.

32.5.2 No rule or Bylaw shall be inconsistent with, or shall affect or repeal anything contained in, this Constitution.

32.6 Social Media Platforms

32.6.1 The Trustees must establish and maintain rules governing the use of the Charity's official Social Media Platforms. These rules must be consistent with Clause 21.9 (Administration of Social Media Platforms) and Clause 34.13 (Digital and Social Media Conduct).

32.6.2 The Charity must not establish a new social media platform without the approval of at least two-thirds ($\frac{2}{3}$) of the Members in Good Standing.

32.6.3 Any such platforms must also comply with the UK General Data Protection Regulation (GDPR) and the Data Protection Act 2018.

32.7 Administration of Social Media Platforms

32.7.1 The Charity's official Social Media Platforms must be administered by the Secretary (lead Administrator), Vice-Chairperson, and Events and Publicity Trustee.



- 32.7.2 The Social Media Platforms' Administrators must obtain consent before adding Members to platforms and must comply with UK Data Protection law.
- 32.7.3 No Member must be removed from a Social Media Platform (temporarily or permanently) without the written approval of a simple majority of Trustees.
- 32.7.4 Breaches of Clause 32.7.3 may result in disciplinary action.
- 32.7.5 This clause must be read in conjunction with Clause 34.13 (Digital and Social Media Conduct) and Clause 31 (Notices).
- 32.8 Policies and Procedures**
- 32.8.1 The Charity shall maintain and timely review comprehensive policies and procedures, including but not limited to:
- i. Equality, Diversity, and Inclusion Policy
 - ii. Trustees' Code of Conduct
 - iii. Safeguarding Policy (Adults)
 - iv. Safeguarding Policy (Children)
 - v. Bereavement Payment Policy
 - vi. Risk Management Policy
 - vii. Expenses and Reimbursement Policy
 - viii. Social Media Policy
 - ix. Financial Management and Internal Control Procedures Policy
 - x. Data Protection Policy
 - xi. Fundraising Policy
 - xii. Health and Safety Policy
 - xiii. Volunteer Recruitment and Selection Policy
 - xiv. Bullying and Harassment Policy
 - xv. Complaints, Grievances and Disciplinary Procedure Policy
 - xvi. Conflict of Interest Policy
 - xvii. Volunteer Policy
- 32.8.2 These policies, while not fully embedded in this Constitution, are integral to the Charity's operation and are referenced herein.
- 33 Disputes**
- 33.1 Initial Handling of Disputes**
- 33.1.1 All disputes, complaints, grievances, and disciplinary matters involving the Charity or its Members must initially be managed in accordance with the Charity's approved Complaints, Grievance, and Disciplinary Policy.
- 33.2 Mediation Requirement**
- 33.2.1 If a dispute arises between Members of the Charity about the validity or propriety of anything done by the Members under this Constitution and Bylaws, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by confidential mediation before resorting to litigation.



33.3 Effect of Successful Mediation

33.3.1 If mediation is successful, none of the parties may take the matter to court.

33.4 Next Steps if Mediation Fails

33.4.1 If mediation does not resolve the dispute **within 4 to 8 weeks maximum**, the Trustees may, having considered proportionality, cost, and the best interests of the Charity, determine whether the matter should be:

33.4.1(a) referred to the next General Meeting for discussion (subject to appropriate confidentiality safeguards); or

33.4.1(b) referred directly to an Alternative Dispute Resolution (ADR) procedure to settle the disputes outside the court system for more collaborative, lasting solutions.

33.5 ADR Procedure

33.5.1 Where ADR is pursued, the procedure shall be mutually agreed upon by the parties or, failing agreement, recommended by the Chairperson or Vice-Chairperson (for the time being) of the Chartered Institute of Arbitrators.

33.6 Arbitration

33.6.1 If ADR does not resolve the dispute within four (**4**) to eight (**8**) weeks, any party may refer the matter to arbitration under the Arbitration Act 1996.

33.6.2 The seat of arbitration shall be England and Wales.

33.7 Interim Relief

33.7.1 After eight (8) weeks of mediation or ADR, this Clause does not prevent any party from applying to a court for urgent interim injunctive relief.

33.8 Continuity of Charity Operations

33.8.1 The existence of a dispute must not prevent the Charity from conducting its ongoing business.

33.9 Legal Proceedings in the Name of the Charity

33.9.1 No legal proceedings (other than interim injunctive relief) must be initiated in the name of the Charity unless:

33.9.1(a) the Trustees have obtained appropriate legal advice on the merits, risks, costs, and likely impact on the Charity; and

33.9.1(b) a resolution approving such action has been passed at a quorate General Meeting.

33.10 Record Keeping for Legal Proceedings

33.10.1 The signed minutes of such a meeting, including the names of attendees, must be retained as evidence for submission to the court if required.

33.11 Good Faith and Compliance

33.11.1 In all cases, Trustees and Members must act in good faith, in the best interests of the Charity, and in accordance with Charity Commission CC3 and CC38 guidance on disputes and litigation



34 Discipline

34.1 Grounds for Disciplinary Action

- 34.1.1 A Member shall be subject to disciplinary action, including suspension (minimum six (6) months) or termination of membership, when so decided by a resolution at a general meeting, if found guilty of any of the following misconduct carried out at meetings, gatherings, trips, events or on any KDDAUK-approved digital or social media platform in accordance with Clause 9.1.1(e).

34.2 Digital Evidence and Data Protection

- 34.2.1 Social media or digital conduct policies are advisory; disciplinary action must follow the procedure set out in this Clause 34.
- 34.2.2 Any retention of digital evidence must comply with the Data Protection Act 2018 and UK GDPR. Screenshots and recordings must be stored securely and deleted when no longer necessary.

34.3 Management of Passwords and Access Credentials

- 34.3.1 The Charity must maintain secure and up-to-date passwords and access credentials for its website, Social Media Platforms, email systems, cloud-based storage, and all other electronic or digital environments under its control.
- 34.3.2 **All passwords and access credentials must be changed regularly without delay and whenever:**
- 34.3.2(a) a Trustee who previously held such access ceases to hold office;
 - 34.3.2(b) a Trustee or Officer no longer requires such access for the performance of their duties; or
 - 34.3.2(c) there is any reasonable belief that security may have been compromised.
- 34.3.3 The lead Trustee responsible for digital operations (or another Officer designated by the Board) shall maintain a confidential and securely stored register of all access credentials. This register shall be accessible only to those Trustees authorised by the Board.

34.4 Fair Process and Rights of the Member

- 34.4.1 Any disciplinary process shall be fair, proportionate and confidential.
- 34.4.2 The Member or Officer who is the subject of the process must receive written notice of allegations, access to evidence, the right to be accompanied, and the right to appeal to an independent panel of Members not involved in the original decision.
- 34.4.3 Misconduct shall include:
- 34.4.3(a) a general display of any unacceptable behaviour where the reputation and image of the Charity are expected to be maintained at their highest;
 - 34.4.3(b) failure by a Member participating in official KDDAUK WhatsApp groups to ensure that their identity is reasonably clear to administrators for verification purposes, in a manner compliant with UK GDPR, after having consented to join any official KDDAUK WhatsApp group. Such failure may be treated as misconduct where it obstructs transparency, impedes administrative verification, or compromises safeguards designed to protect Members during



- high-volume digital discussions. The Member must be notified of the non-compliance and given a reasonable opportunity to rectify the issue. Continued failure to comply may result in proportionate disciplinary action in accordance with Clauses 34.6 and 34.7;
- 34.4.3(c) personal engagement in activities on behalf of the Charity without the approval and authority of the Trustees and Members, especially but not limited to actions not in the interest of the Charity, its Members or its beneficiaries;
 - 34.4.3(d) any action that could bring the Charity, its Members or its beneficiaries into disrepute;
 - 34.4.3(e) any act described as misconduct in the Constitution or the Bylaws, or the KDDAUK Complaint, Grievance and Disciplinary Policy;
 - 34.4.3(f) any action contrary to the Constitution and Bylaws that is not gross misconduct;
 - 34.4.3(g) misconduct committed on KDDAUK digital platforms, including but not limited to bullying, harassment, discrimination, misinformation, or disruptive behaviour.
- 34.4.4 Gross Misconduct refers to serious actions or omissions, including:
- 34.4.4(a) aggressive, threatening or abusive behaviour, physical or verbal assault, fighting;
 - 34.4.4(b) breach of trust or duty;
 - 34.4.4(c) mismanagement in the administration of a Charity, such as but not limited to not calling meetings as stated in Clause 10.1.1; transferring charity funds to a personal account without approval in a quorate general meeting in accordance with Clause 12;
 - 34.4.4(d) fraud, theft, dishonesty or deliberate misuse of Charity funds;
 - 34.4.4(e) embezzling or diverting the finances of the Charity, including but not limited to personal use;
 - 34.4.4(f) serious insubordination or neglect of duty;
 - 34.4.4(g) persistent failure to comply with legal duties (e.g. filing accounts, safeguarding);
 - 34.4.4(h) acting outside the charity's governing document or legal powers;
 - 34.4.4(i) poison pen letters, slander or libel against any Member or non-member;
 - 34.4.4(j) where no proper and evidential account is given of the use of the charity's funds, but the Member has not been found guilty of embezzlement or diversion of funds, and the funds are repaid promptly by the Member;
 - 34.4.4(k) any serious contravention of the Constitution or Bylaws or any unlawful act;
 - 34.4.4(l) any other act described as gross misconduct in this Constitution or the Bylaws;
 - 34.4.4(m) serious digital misconduct, including malicious misinformation, defamation, targeted harassment, or intentional publication of confidential information on KDDAUK platforms.



34.5 Disciplinary Sub-committee

34.5.1 The Members present at the General Meeting shall immediately elect a three-person **(3) independent** disciplinary sub-committee made up of Members in Good Standing to investigate the matter and present their decision within fourteen (14) days to the Trustees.

34.5.2 The Members of the sub-committee may, at the same meeting, if they have witnessed the incident and are satisfied that the accused Member is guilty, waive their investigation and present their decision immediately to the Members.

34.6 Sanctions for Misconduct

34.6.1 Where the Member is guilty of misconduct as defined above, Members in Good Standing at a General Meeting shall then decide by resolution either to terminate or suspend membership rights and/or membership, or issue a written warning, and shall decide the length of any suspension and the severity of any warning.

34.7 Sanctions for Serious Misconduct

34.7.1 Where the Member is found guilty of serious misconduct or Gross Misconduct as defined above, the Members in Good Standing at a General Meeting shall decide by resolution whether to terminate or suspend membership rights and/or membership and shall decide the length of any suspension.

34.8 Re-Admission After Misconduct

34.8.1 A Member whose membership has been terminated for misconduct may not be admitted as a Member for a period of five (5) years.

34.9 Re-Admission After Gross Misconduct

34.9.1 A Member whose membership has been terminated for gross misconduct may not be admitted as a Member for a period of ten (10) years or may receive a lifetime ban.

34.10 Effect on Trusteeship

34.10.1 A Trustee whose membership has been terminated will automatically cease to be a Trustee in accordance with Clause 20.1 to 20.10 (Disqualification and Removal of Trustees).

34.11 Return of Charity Property

34.11.1 A person whose membership has been terminated shall not be entitled to any claims for refunds or reimbursements, and he or she must return any property or asset owned by the Charity in his or her possession or control in accordance with Clause 40.1.

34.12 Digital and Social Media Conduct

34.12.1 To promote transparency, respectful engagement, and effective administration of KDDAUK's official WhatsApp communication platforms:

34.12.1(a) all Members who have consented to join any KDDAUK WhatsApp group must use accurate identification consistent with the requirements of Clause 21.9 (Administration of Social Media Platforms) and Clause 32.6 (Social Media Platforms) so that their WhatsApp profile clearly displays their correct full name;



- 34.12.1(b) Members are required to update their profile name so that their identity is easily recognisable to fellow Members and to the Charity's administrators. Failure to update their profile may be treated as misconduct under Clauses 34.1 to 34.9
- 34.12.2 All Members, Trustees, Officers and volunteers must conduct themselves respectfully and lawfully on all KDDAUK digital platforms, including WhatsApp forums, social media pages, Zoom, MS Teams, websites, and any other communication channels authorised under Clause 32.
- 34.12.3 Misconduct on these platforms shall be treated as misconduct under Clauses 34.1 to 34.9.
- 34.13 Prohibited Online Behaviour**
- 34.13.1 All Members participating in the Charity's official WhatsApp groups must use accurate identification consistent with the requirements of Clause 21.9 and Clause 32.6. The following behaviours constitute misconduct or gross misconduct depending on severity:
- 34.13.1(a) bullying, harassment, intimidation, or targeted hostility, including repeated argumentative or overwhelming messaging that causes distress or creates a hostile environment;
- 34.13.1(b) poison pen behaviour, including malicious, defamatory, slanderous or libellous statements about Trustees, Members, beneficiaries, or partners;
- 34.13.1(c) spreading misinformation or unverified allegations about the Charity's finances, governance, Trustees, or Members;
- 34.13.1(d) incitement of conflict or persistent disruption of discussions on KDDAUK platforms;
- 34.13.1(e) unauthorised publication or misuse of confidential information, including screenshots or internal documents;
- 34.13.1(f) digital harassment, including excessive posting, spamming, or unreasonable tagging;
- 34.13.1(g) discriminatory or hateful content in breach of the Equality Act 2010.
- 34.14 Safeguards for Members Affected by High-Volume Digital Discussions**
- 34.14.1 Where a Member reports that the volume, tone, or intensity of online discussions is overwhelming or harmful:
- 34.14.1(a) administrators must intervene promptly to de-escalate;
- 34.14.1(b) Members may request temporary muting, removal from a thread, or alternative communication formats;
- 34.14.1(c) Trustees must ensure that essential governance information remains accessible to all Members, including those who opt out of WhatsApp discussions.
- 34.15 Responsibilities of Platform Administrators**
- 34.15.1 Administrators appointed under Clause 21 must:
- 34.15.1(a) enforce these rules impartially;
- 34.15.1(b) issue warnings where appropriate;



- 34.15.1(c) remove harmful content when directed by Trustees and refer serious breaches to the disciplinary process;
- 34.15.1(d) not remove Members from digital platforms without the written approval of a simple majority of Trustees.

34.16 Evidence and Escalation

34.16.1 Where alleged misconduct occurs on digital platforms:

- 34.16.1(a) screenshots, message logs, and recordings may be submitted as evidence, subject to data protection law;
- 34.16.1(b) anonymous evidence may be considered only where safety concerns justify it and where Trustees deem it reliable;
- 34.16.1(c) the disciplinary sub-committee must consider context, intent, and impact.

34.17 Financial Misconduct and Reputational Harm

34.17.1 Any online allegation of financial impropriety must be reported immediately to the Trustees and must not be circulated publicly unless verified.

34.17.2 Malicious or reckless allegations shall constitute gross misconduct.

34.18 Interim Digital Restrictions

34.18.1 Pending investigation, Trustees may impose temporary restrictions on a Member's participation in KDDAUK digital platforms where necessary to:

- 34.18.1(a) prevent escalation;
- 34.18.1(b) protect vulnerable Members;
- 34.18.1(c) safeguard the Charity's reputation;
- 34.18.1(d) maintain order.

34.18.2 Such restrictions do not constitute disciplinary sanctions unless confirmed by a General Meeting under Clauses 34.6 and 34.7.

34.19 Restorative and Preventive Measures

34.19.1 Where appropriate, Trustees may require:

- 34.19.1(a) mediation between parties;
- 34.19.1(b) written apologies;
- 34.19.1(c) attendance at governance or conduct briefings;
- 34.19.1(d) temporary communication boundaries;
- 34.19.1(e) removal from specific WhatsApp groups while retaining membership rights.

34.20 Right to be Accompanied

34.20.1 A Member subject to disciplinary sanction must have the right to be accompanied to all hearings.

34.21 Right of Appeal

34.21.1 A Member subject to disciplinary sanction must have the right to appeal. Appeals must be submitted in writing within fourteen (14) days of receiving the decision.

34.21.2 The Trustees must convene an Appeal Panel, which must not include any individual who participated in the original hearing.

34.22 Appeal Panel Decision

34.22.1 The Appeal Panel may uphold, vary, or overturn the original decision. Its decision shall be final.



34.23 Exclusivity of Procedure

- 34.23.1 Where expulsion is recommended or upheld, the procedure in this Clause 34 shall be treated as the exclusive mechanism for determining whether a Member may be removed.
- 34.23.2 The disciplinary procedure in this Part shall be the exclusive internal process for handling misconduct, subject only to the appeal rights set out in Clauses 34.21–34.22

34.24 Recording Terminations

- 34.24.1 Any termination of membership arising from this process shall be recorded and implemented in accordance with Clause 9.

34.25 Record Keeping

- 34.25.1 The Secretary must keep accurate records of all disciplinary proceedings, decisions, and appeals. These records must be retained securely and confidentially.

34.26 Annual Reporting of Disciplinary Matters

- 34.26.1 An anonymised summary of the number and type of disciplinary matters considered each year may be included in the Trustees' Annual Report, provided it does not identify any individual Member.

35 Interpretation

35.1 General Interpretation Rule

- 35.1.1 In this Constitution and the Bylaws, unless the context otherwise requires, the expressions set out in this Clause 35 shall have the meanings assigned to them below.

35.2 Definition of “Connected Person”

- 35.2.1 In this Constitution, “Connected Person” has the meaning given by sections 350–352 of the Charities Act 2011 (or any statutory re-enactment or modification thereof) and includes:

- 35.2.1(a) a child, parent, grandchild, grandparent, brother or sister of a Trustee;
- 35.2.1(b) the spouse or civil partner of a Trustee, or of any person listed in 35.2.1(a);
- 35.2.1(c) a person carrying on business in partnership with a Trustee or with any person listed in 35.2.1(a) or (b);
- 35.2.1(d) an institution controlled:
- (i) by a Trustee or any Connected Person falling within sub-clause 35.2.1(a), (b) or (c) above; or
 - (ii) by two (2) or more such persons when taken together.
- 35.2.1(e) A body corporate in which:
- (i) the Charity Trustee or any Connected Person falling within sub-clauses 35.2.1(a)–(c) has a substantial interest; or
 - (ii) two (2) or more persons falling within sub-clause 35.2.1 (a) who, when taken together, have a substantial interest.



35.3 Definition of “Descendants of the Kono District and Kono Tribe of Sierra Leone”

35.3.1 “Descendants of the Kono District and Kono Tribe of Sierra Leone” means a person who is:

- 35.3.1(a) Kono by Tribe (by descent); or
- 35.3.1(b) born or raised in Kono and who publicly regards Kono as their first or second home; or
- 35.3.1(c) a descendant of a person described in 35.3.1(a) or (b); or
- 35.3.1(d) married to a person described in 35.3.1(a)–(c); or
- 35.3.1(e) an honorary Member of the Kono Tribe, conferred by resolution at a General Meeting.

35.4 Definition of “Charity” and “Officer”

35.4.1 “Charity” means the Kono District Development Association United Kingdom (KDDAUK).

35.4.2 “Officer” means a person who has been delegated a task to be carried out on behalf of the Charity.

35.5 Definition of “Trustees”

35.5.1 “Trustees” means the individuals elected and who hold a position specified in Clause 17 or appointed to serve as the Charity Trustees of KDDAUK, such as Chairperson, Vice-Chairperson, Secretary, Treasurer, or any other office established under this Constitution or the Bylaws.

35.6 Definition of “Member”

35.6.1 “Member” means an individual admitted into membership in accordance with Clause 8.

35.7 Definition of “Member in Good Standing”

35.7.1 “**Member in Good Standing**” means a Member who:

- 35.7.1(a) has paid all membership fees due under Clause 8.5;
- 35.7.1 (b) has attended **at least six (6) charity meetings or social gatherings, or activities per year** required under Clause 8.6;
- 35.7.1(c) is not subject to suspension, disciplinary sanction, or restriction under Clause 34; and
- 35.7.1(d) is recorded as active and compliant in the Membership Register under Clause 8.4 and does not owe any debt to the Charity **within three (3) months** of its due date.

35.7.2 A Member in Good Standing is entitled to exercise all membership rights, including the right to vote under Clause 15.1.

35.8 Definition of “General Meeting”

35.8.1 “General Meeting” includes Annual General Meetings and any other properly convened meeting of the membership.

35.9 Singular and Plural

35.9.1 Where the context permits, words in the singular include the plural, and words in the plural include the singular.



35.10 Statutory References

35.10.1 Any reference to a statutory provision includes any modification or re-enactment of that provision for the time being in force.

35.11 Resolving Ambiguities

35.11.1 If any ambiguity, lacuna, or inconsistency arises in interpreting this Constitution or the Bylaws, the Trustees shall resolve the matter by applying:

35.11.1(a) the Objectives set out in Clause 3 as the primary guiding principle;

35.11.1(b) relevant provisions of Charity Commission guidance; and

35.11.1(c) any applicable rule in the Bylaws, provided it does not contradict this Constitution.

35.12 Definition of “Constitution”

35.12.1 “Constitution” means this governing document, (The 2026 Constitution & Bylaws), comprising Parts I to III and excluding all Appendices, as amended from time to time in accordance with Clause 7.

35.13 Application of Charities Act Definitions

35.13.1 Unless the context otherwise requires, the definitions in the Charities Act 2011 (or any statutory re-enactment or modification thereof) in force on the date this Constitution becomes effective apply to this Constitution and the Bylaws.

35.14 Definition of “incompetent”

35.14.1 “Incompetent” means a material and persistent failure to perform the duties of a Trustee with the care, skill, and diligence required under UK charity law, including conduct demonstrating an inability or unwillingness to make informed decisions or to discharge fiduciary and governance responsibilities in the best interests of the Charity.

35.15 Capitalisation Rule

35.15.1 In this Constitution and Bylaws, capitalised terms denote defined legal terms, formal bodies, official roles, or formal meeting types. Generic uses of these words shall appear in lower case. Job titles, sub-committees, and formal documents shall be capitalised consistently throughout.

35.16 Definitions of “Imprest System” and Petty Cash Procedures

35.16.1 The Charity shall maintain a petty cash fund, also referred to as an “Imprest System” or “imprest account”, for the payment of minor operational or incidental expenses. This fund shall:

35.16.1(a) be established at a fixed amount determined by the Trustees and replenished periodically to restore the original balance (the ‘imprest’ amount);

35.16.1(b) be used solely for legitimate and authorised charitable purposes in accordance with the Charity’s Objectives and legal obligations;

35.16.1(c) require all disbursements to be evidenced by receipts, vouchers, or other appropriate documentation, which must be recorded and reconciled;

35.16.1(d) be the responsibility of a nominated cash holder or Officer, under the oversight of the Trustees or designated finance sub-committee;

35.16.1(e) be subject to regular reconciliation, audit, and reporting, in accordance with internal financial controls and the Charity’s policies; and



35.16.1(f) be managed in a manner that prevents misappropriation, fraudulent use, or circumvention of the Charity's normal authorisation and payment procedures.

35.17 Gender, Number, and Legal Persons

35.17.1 Words importing one gender include all genders; references to persons include bodies corporate and unincorporated associations, unless the context otherwise requires.

35.18 Key Differences in Meetings

35.18.1 Key distinctions between Special General Meetings (SGMs) and Emergency General Meetings (EGMs) shall be set out in the Bylaws and interpreted consistently with this Constitution. For clarity, the following principles apply:

35.18.2 Trigger for Meetings:

35.18.2(a) A **Special General Meeting (SGM)** shall be convened to address significant or planned matters requiring Member approval.

35.18.2(b) An **Emergency General Meeting (EGM)** shall be convened only in urgent or unforeseen circumstances requiring immediate Member attention.

35.18.3 Frequency:

35.18.3(a) SGMs may be held occasionally, as required by the Charity's governance needs;

35.18.3(b) EGMs shall be rare and convened only where urgency justifies departure from standard notice periods.

35.18.4 Legal Standing:

35.18.4(a) SGMs are expressly defined in this Constitution.

35.18.4(b) EGMs shall be treated as SGMs for all constitutional purposes unless expressly provided otherwise in the Bylaws.

35.18.5 Notice Requirements:

35.18.5(a) SGMs must comply with the standard notice requirements set out in Clause 31;

35.18.5(b) EGMs may be convened on shorter notice, up to seven (7) days or less, where permitted under Clause 11 and the Bylaws.

35.18.6 Tone and Context:

35.18.6(a) SGMs are formal and strategic in nature;

35.18.6(b) EGMs are reactive, high-urgency meetings convened to address matters requiring immediate attention to safeguard the Charity's interests.



Approval and sign-off of Constitution:

We, the undersigned witnesses, confirm that the Members of the Kono District Development Association United Kingdom (KDDAUK) duly adopted and approved this 2026 Constitution and Bylaws at a properly convened General Meeting held on the **30th day of May 2026**. This document shall be known as **"The 2026 Kono District Development Association United Kingdom (KDDAUK) Constitution and Bylaws"**.

Signatures:

Chairperson

Name: ATAH YORNE SODENSA Date: 30/05/26 Signature: [Signature]

Secretary

Name: DESMOND S. BOCKAR Date: 30/05/26 Signature: [Signature]

Trustee

Name: MS. SAJJAT HAKHA Date: 30th 05/26 Signature: [Signature]

A Member in Good Standing

Name: DR KAI M. NGEBB Date: 30/05/26 Signature: [Signature]

Member

Name: M.Y. MANI-BAYOH Date: 30-5-26 Signature: [Signature]



PART III

THE 2026 BYLAWS OF THE KONO DISTRICT DEVELOPMENT ASSOCIATION UNITED KINGDOM (KDDAUK) CONSTITUTION

Here set forth, in numbered Clauses, are the Bylaws providing for the matters referred to in the 2026 Constitution of the Kono District Development Association United Kingdom (KDDAUK) and any other Bylaws. Nothing in these Bylaws must negate any provision of the Constitution. In the event of a conflict between the provisions of these Bylaws and the provisions of the Constitution, the Constitution shall prevail.

36 Resolution of procedural uncertainty, lacunas, gaps or omissions

36.1 Authority to Interpret the Constitution

36.1.1 Where any lacuna, ambiguity, or omission is identified in this Constitution, or where any matter arises for which, no explicit provision exists, the Trustees may determine the matter on an interim basis, provided that their decision is consistent with this Constitution and:

36.1.1(a) the charitable Objectives of KDDAUK;

36.1.1(b) the law of England and Wales;

36.1.1(c) relevant guidance issued by the Charity Commission;

36.1.1(d) past customs, practices, and resolutions of previous General Meetings of the Charity, where consistent with this Constitution and applicable law.

36.2 Interim Procedures

36.2.1 The Trustees may adopt an interim procedure, make a decision, or issue supplementary guidance to address such matters, provided that any action taken is reasonable, proportionate, and does not conflict with any statutory requirement or mandatory regulatory obligation.

36.3 Recording of Decisions

36.3.1 Any decision made under this Clause 36 must be recorded in the Trustees' minutes and reported to Members at the next General Meeting.

36.4 Structural Deficiencies

36.4.1 Where a lacuna indicates a structural deficiency in this Constitution, the Trustees shall bring forward a constitutional amendment in accordance with Clause 7.

37 Sub-committees of the Trustees

37.1 Delegation to Sub-committees

37.1.1 The Trustees may delegate tasks to sub-committees or working parties consisting of such persons as they think fit and may name such sub-committees or working parties. Unless expressly elected or appointed under Clause 17, members of such sub-committees or working parties shall not be treated as Trustees of the Charity.



37.2 Reporting Requirements

- 37.2.1 A sub-committee, electoral committee, or working party so formed must comply with any rules that may, from time to time, be imposed on it by the Board of Trustees and must report every act or decision to the Board of Trustees.

37.3 Procedures of Sub-committees

- 37.3.1 Sub-committees and electoral commissioners may establish their own procedures, subject to this Constitution, the Bylaws, and any directions issued by the Board of Trustees, and must follow the mandate and agreed work plan approved by the Members in Good Standing in a quorate meeting.

37.4 Meetings of Sub-committees

- 37.4.1 Sub-committees may meet and adjourn as required to fulfil their delegated responsibilities.

38 Establishment of regional branch sub-committees of the Charity

38.1 Establishment of Regional Branches

- 38.1.1 The Board of Trustees may establish regional branch sub-committees in England and Wales, or in any other area where Members reside, provided that such branches operate in compliance with Charity Commission requirements and this Constitution.

38.2 Local Sub-committee Elections

- 38.2.1 Regional sub-committee Officers shall not be Trustees and shall have no governance authority unless elected at a General Meeting in accordance with Clause 17.

38.3 Reporting to Trustees

- 38.3.1 Representatives of regional sub-committees must report the minutes of their meetings to the Trustees.

38.4 Reporting to Members

- 38.4.1 The Trustees must report the minutes of regional sub-committee meetings to the Members at each general meeting.

38.5 Local Project Proposals

- 38.5.1 Regional sub-committees may submit proposals for local projects to the Board of Trustees, which must be presented to the Members for consideration at the next General Meeting.

38.6 Approval of Local Projects

- 38.6.1 The Members must only approve projects that promote the objectives of the Charity.

38.7 Support for Local Projects

- 38.7.1 The Trustees must support and coordinate approved local projects.



39 Miscellaneous Matters

39.1 Notices to Trustees

39.1.1 Each Trustee must provide the Secretary (or their nominee) with their current postal and email address for the purpose of receiving notices. This obligation is ongoing.

39.2 Method of Giving Notices

39.2.1 Notices may be given to Trustees in the same manner as notices are given to Members under Clause 31.

39.3 Resolution at Trustee Meetings

39.3.1 Resolutions passed at Trustee meetings must comply with Clause 21.3 (Decision-Making) and, where passed as written resolutions, Clause 21.6 (Written Resolutions).

39.4 Use of Members' Contact Information

39.4.1 In compliance with Clause 34.2 (Data Protection) and Clause 31 (Notices), the Charity may use Members' names and telephone numbers, limited to those voluntarily provided, for issuing periodic updates on membership status and identifying Members in Good Standing. Such use must comply with applicable data protection legislation and be strictly for legitimate governance and communication purposes.

40 Return of Documents and Property

40.1 Requirement to Return Charity Property

40.1.1 At any time, the Trustees or the Members may require a Trustee, Officer, Member, or a former Trustee, Officer, or Member to return any property or documents belonging to the Charity that are in their possession or control.

41 Resolutions in Writing

41.1 Reference to Governing Clauses

41.1.1 Resolutions in writing shall be interpreted in accordance with Clause 21.6 (Written Resolutions).

41.2 Validity of Email Resolutions

41.2.1 A resolution approved by email shall be valid as if passed at a duly convened meeting, provided that:

41.2.1(a) all Trustees entitled to vote approve the resolution by email;

41.2.1(b) approval is sent to the individual nominated in advance to receive such responses ("the Recipient"); and

41.2.1(c) each Trustee sends their approval from an email address previously provided to the Charity for this purpose.

41.3 Confirmation of Approval

41.3.1 Once all responses have been received, the Recipient shall circulate an email to all Trustees confirming whether the resolution has been formally approved.



41.4 Date of Resolution

- 41.4.1 The date of a resolution shall be the date of the email from the Recipient confirming formal approval.

42 Voluntary Leave of Absence

42.1 Voluntary Request

- 42.1.1 A leave of absence must be at the voluntary request of the Trustee or Officer concerned. A request for leave of absence must be in writing.

42.2 Short Leave of Absence by Chairperson or Vice-Chairperson

- 42.2.1 A short leave of absence may be granted by the Chairperson or Vice-Chairperson as described in Clauses 42.4 and 42.5.

42.3 Regular Leave of Absence by Trustees

- 42.3.1 The Trustees may grant a regular leave of absence, also described below.

42.4 Short Leave Granted by Chairperson

- 42.4.1 Subject to any directions from the Trustees or the Members, the Chairperson may grant a short leave of absence to any Trustee or Officer on such terms and conditions as the Chairperson considers appropriate.

- 42.4.2 The Chairperson shall then assign the duties and powers of that Trustee or Officer to another Trustee or Officer or assume them personally.

- 42.4.3 Such short leaves of absence and transfer of duties and powers shall last no longer than three (3) months, unless extended by resolution of a General Meeting.

- 42.4.4 A full report shall be given by the Chairperson at that meeting.

42.5 Short Leave Granted by Vice-Chairperson

- 42.5.1 Subject to any directions from the Trustees, the Vice-Chairperson may grant a short leave of absence to the Chairperson on such terms and conditions as the Vice-Chairperson considers appropriate.

- 42.5.2 The Vice-Chairperson shall then assume the duties and powers of the Chairperson.

- 42.5.3 Such short leave of absences and assumption of duties and powers shall last no longer than three (3) months, unless extended by resolution of a General Meeting.

- 42.5.4 The Vice-Chairperson must give a full report at that General Meeting.

42.6 Conflict Between Powers

- 42.6.1 In the event of a conflict between the powers of the Chairperson and Vice-Chairperson to grant short leaves of absence and to assign or assume duties and powers, and the Trustees' powers to grant a regular leave of absence and to assign duties and powers, the powers of the Trustees shall prevail.

42.7 Transfer of Duties and Powers

- 42.7.1 Nothing in this Clause 42 impairs the power of the Trustees under these Bylaws to transfer duties and powers among the various Trustees or Officers. Such



power to transfer duties and powers supersedes the provisions of this Clause 42 dealing with leaves of absence.

42.8 Notices During Leave

42.8.1 A Trustee or Officer on authorised leave of absence shall continue to receive notices of meetings of the Trustees or Sub-committees unless they request otherwise in writing.

42.9 Effect on Quorum

42.9.1 During an approved regular leave of absence, but not a short leave of absence, the Trustees or Officers absent shall not be counted towards any quorum of the Trustees or any sub-committee of the Trustees under Clause 21.4. The necessary quorum shall therefore be reduced by one (1) for the duration of such regular leave.

43 Seal

43.1 Provision of Common Seal

43.1.1 The Trustees may provide a common seal for the Charity, and shall have the power, from time to time, to destroy it and substitute a new seal in place of the seal destroyed.

43.2 Use of the Seal

43.2.1 The common seal shall be affixed only when authorised by a resolution of the Trustees and then only in the presence of not less than two (2) Trustees.

44 Auditor

44.1 Application of this Clause

44.1.1 This Clause 44 applies only where the Charity is required, or has resolved, to have an auditor.

44.2 Appointment of First Auditor

44.2.1 The first auditor shall be appointed by the Trustees, who shall also fill all vacancies occurring in the office of the auditor.

44.3 Appointment at Annual General Meeting

44.3.1 At each Annual General Meeting, the Charity may appoint an independent auditor to scrutinise the Charity's accounts and to hold office until he or she is re-elected, or his or her successor is elected at the next annual meeting.

44.4 Removal of Auditor

44.4.1 An auditor may be removed by ordinary resolution.

44.5 Notification of Appointment or Removal

44.5.1 An auditor shall be informed forthwith in writing of appointment or removal.

44.6 Restrictions

44.6.1 No Trustee and no employee of the Charity shall be an auditor.

44.7 Attendance at General Meetings

44.7.1 The auditor may attend General Meetings.



45 Inspection of Documents

45.1 Access to Books and Records

45.1.1 Subject to the Data Protection Act 2018 and UK GDPR:

- 45.1.1(a) the books and records of the Charity shall be open to inspection by Members at all General Meetings and, on reasonable notice, at the office of the Charity, but no copies may be made unless authorised by the Trustees;
- 45.1.1(b) subject to a resolution of the Trustees or any legal requirement to the contrary, all documents of the Charity, including its accounting records, must be open to the inspection of all Trustees.

46 Job Descriptions

46.1 General Principle

46.1.1 All Trustees of the Charity act under the authority of the Board of Trustees. Trustees provide administrative, financial, programme, facilitative, or specialist in nature and fundraising support to enable Trustees to fulfil their collective legal responsibilities under the Charities Act 2011 and Charity Commission guidance. Trustees do not hold executive authority independent of the Board, and Trustees remain collectively accountable for governance, compliance, and the Charity's activities.

46.2 Chairperson of the Charity

46.2.1 The Chairperson of the Charity shall:

- 46.2.1(a) chair all general meetings and **lead the Board of Trustees** in ensuring effective governance and operation of the Charity in accordance with its charitable objectives and for the public benefit;
- 46.2.1(b) act as the strategic leader, legal figurehead, and principal guardian of the charity's constitutional vision;
- 46.2.1(c) act as the principal representative and spokesperson of the Charity, liaising with Members, staff, and external stakeholders in consultation with the Board;
- 46.2.1(d) facilitate inclusive Trustee decision-making, ensuring compliance with the governing document and applicable law;
- 46.2.1(e) collaborate with Trustees to prepare agendas and oversee the performance of the Board as a whole;
- 46.2.1(f) promote cohesion and ensure effective working relationships across Trustees, Members, volunteers, and partners;
- 46.2.1(g) exercise delegated authority only where expressly conferred by resolution of the Board or Members and never act unilaterally beyond such authority;
- 46.2.1(h) support the development of projects, partnerships, and funding opportunities, ensuring alignment with the Charity's purposes;
- 46.2.1(i) in the absence of the Chairperson, the Vice-Chairperson must continue the duties of the Chairperson and shall chair all meetings and affairs of the Charity during that period.



- 46.2.1(j) supervise trustees, support Trustee induction, training, Constitutional tutorials for Members during general meetings, and the sharing of best practices

46.3 Vice-Chairperson

46.3.1 The Vice-Chairperson shall:

- 46.3.1(a) assist and deputise for the Chairperson when required, ensuring continuity of leadership;
- 46.3.1(b) carry out the duties and exercise the powers of the Chairperson during any absence or unavailability of the Chairperson;
- 46.3.1(c) oversee the operations of the Charity's website, WhatsApp, Facebook, Zooms, Microsoft Teams, e-presence and any social media platforms;
- 46.3.1(d) manage the Charity's PR aspects of crisis situations and reputation-building efforts;
- 46.3.1(e) lead on marketing and PR strategies, ensuring alignment with Trustee-approved communications policies;
- 46.3.1(f) oversee implementation of marketing strategy;
- 46.3.1(g) oversee all campaign marketing, promotional, groups and event activities for the Charity;
- 46.3.1(h) in consultation with the Treasurer and Trustees, oversees, sets and approves all income targets and event prices;
- 46.3.1(i) commission and direct the work of designers and publishers of printed material produced by the Charity, including, but not limited to, campaign and event print, event programmes, adverts and display materials;
- 46.3.1(j) commission a photo shoot of the image of the Charity portrayed in photo shoots to support marketing campaigns in consultation with the Trustees. Commission research into extending beneficiaries, projects, programmes and media channels.

46.4 Secretary

46.4.1 The Secretary, or an individual appointed by the Trustees, shall:

- 46.4.1(a) act as the principal administrative Trustee of the Charity, reporting to the Board under the direction of the Trustees;
- 46.4.1(b) maintain the Register of Members in accordance with the Constitution, ensuring accuracy, security, and compliance with statutory requirements.

46.4.2 *Duties relating to meetings and records*

- 46.4.2(a) ensure all charity's meetings must be recorded electronically via Zoom, WhatsApp, Microsoft Teams and any other secure system used by Trustees and the Charity's Members in accordance with UK Data Protection laws and regulations;
- 46.4.2(b) ensure accurate recorded minutes are taken for all meetings, reflecting decisions, actions, and attendance;
- 46.4.2(c) circulate approved minutes promptly to all Trustees and registered Members, in accordance with Clause 26.6 of this Constitution;



- 46.4.2(d) maintain minutes and related records in a secure and accessible format, whether electronic or physical, in compliance with data protection requirements;
- 46.4.2(e) provide timely and properly documented notices of meetings and other official communications, ensuring compliance with Constitutional requirements and Charity Commission expectations of transparency;
- 46.4.2(f) oversee all official correspondence of the Charity, ensuring records are retained, managed, and accessible in line with legal and regulatory obligations.

46.4.3 *Governance and Compliance Duties*

- 46.4.3(a) preserve governance documents and Constitutional amendments, and collaborate with the Treasurer on statutory filings and membership registers;
- 46.4.3(b) monitor compliance with the Constitution, bylaws, and relevant legislation, advising Trustees on governance and regulatory matters;
- 46.4.3(c) lead on Trustee training in governance procedures and Charity Commission guidance;
- 46.4.3(d) serve as the Charity's Data Protection (GDPR) lead, ensuring lawful processing of personal data and safeguarding members' privacy;
- 46.4.3(e) manage membership applications, eligibility assessments, and related communications;
- 46.4.3(f) prepare and publish reports for meetings and collaborate with the Treasurer to maintain eligible voters' lists, ensuring both Trustees sign off on these as confirmation of Good Standing;
- 46.4.3(g) prepare and publish monthly reports of all General Meetings, Trustees' meetings, and any Special Meetings. General and Special Meeting reports must be made available on the Charity's official social media platforms to promote transparency, uphold accountability, and ensure that the membership is fully informed of the Charity's governance and decision-making, with Members' personal data redacted in accordance with UK GDPR and the Data Protection Act 2018;
- 46.4.3(h) perform this role as a central function in the Charity's governance, membership management, and compliance, supporting the Chairperson and Trustees in fulfilling KDDAUK's constitutional requirements.

46.5 *Assistant Secretary*

46.5.1 The Assistant Secretary or a person designated by the Trustees shall:

- 46.5.1(a) assist the Secretary in his or her duties at all times; and
- 46.5.1(b) carry out the duties and exercise the powers of the Secretary during any absence or unavailability of the Secretary;
- 46.5.1(c) carry out other duties as assigned by the Board of Trustees to pursue the objectives of the Charity.

46.6 *Treasurer*

46.6.1 The Treasurer, or a duly appointed Trustee, shall:



- 46.6.1(a) manage and oversee the Charity's financial affairs in accordance with the Constitution, UK law, and Charity Commission regulations;
- 46.6.1(b) maintain accurate accounting records and prepare budgets, management accounts, and statutory reports for Trustees' approval;
- 46.6.1(c) collaborate with the Secretary to sign off membership and eligible voters' lists, ensuring transparency and confirming Members in Good Standing for publication in accordance with this Constitution;
- 46.6.1(d) present financial statements at Trustees and general meetings and oversee independent examination or audit of accounts as required by law;
- 46.6.1(e) ensure timely filing of statutory financial documents and safeguard the Charity's assets against fraud or irregularity;
- 46.6.1(f) act as one of the authorised bank signatories and liaise with banks on resolutions and signatory changes;
- 46.6.1(g) support Trustees in identifying funding opportunities, preparing applications, and managing donor relations, and work with programme officers to develop project budgets and ensure transparent management of institutional funding;
- 46.6.1(h) exercise delegated authority only as recorded in Trustee minutes and always act in the Charity's best interests;
- 46.6.1(i) in accordance with Clause 5.5, serve as one of the principal signatories on all bank accounts and financial instruments held in the name of the Charity and authorise financial and business transactions in accordance with this Constitution and applicable UK law;
- 46.6.1(j) be responsible for the preparation and submission of annual budgets, financial reports, and statutory accounts in compliance with the Charity Commission's regulations and all legal requirements;
- 46.6.1(k) oversee and, where necessary, approve the independent examination or audit of accounts as required by law, and respond promptly to requests from Members or the public for access to financial information as permitted under the Charity's Constitution;
- 46.6.1(l) prepare and publish monthly financial reports detailing all membership payments. Prior to publication, all personal data must be fully redacted in accordance with applicable data protection requirements. These reports shall be made publicly accessible on the Charity's official website and designated social media platforms to ensure transparency and accountability;
- 46.6.1(m) support and, where appropriate, lead the identification and pursuit of funding opportunities, including grants and donations, while maintaining relationships with donors and funding organisations and facilitating knowledge-sharing and skills development in fundraising and donor relations;
- 46.6.1(n) ensure that either the Treasurer or Assistant Treasurer is one (1) of the three (3) appointed bank signatories;



- 46.6.1(o) be authorised to make enquiries with the bank, receive information, and inform the bank of banking resolutions and changes to authorised signatories in accordance with Clause 18.16.2;
- 46.6.1(p) act, or delegate another Trustee to act, with delegated authority to engage with relevant stakeholders and partners for verifying and obtaining approval for invoices before any payment. Such invoice approval is a prerequisite for any payment disbursement.

46.7 Assistant Treasurer

46.7.1 The Assistant Treasurer or a person designated by the Trustees shall:

- 46.7.1(a) assist the Treasurer in his or her duties at all times; and
- 46.7.1(b) carry out the duties and exercise the powers of the Treasurer during any absence or unavailability of the Treasurer.

46.8 Programme Coordinator Trustee

46.8.1 The Programme Coordinator Trustee, or such person or sub-committee as may from time to time be designated by the Board of Trustees (hereinafter “the Trustees”), shall:

- 46.8.1(a) plan, coordinate, and oversee charity programmes and projects in line with Trustee-approved strategic objectives;
- 46.8.1(b) maintain communication with Trustees, partners, and stakeholders to ensure effective delivery and collaboration;
- 46.8.1(c) develop monitoring and evaluation frameworks to assess project outcomes and report findings to Trustees;
- 46.8.1(d) manage programme resources transparently, subject to Trustees’ oversight and financial controls;
- 46.8.1(e) liaise with donors and funding partners to secure resources, and support Trustees in preparing funding proposals;
- 46.8.1(f) foster strategic relationships with governmental and non-governmental bodies to advance the Charity’s mission;
- 46.8.1(g) support fundraising and events’ organisers in delivering campaigns and activities;
- 46.8.1(h) undertake additional duties assigned by Trustees, provided they further the Charity’s objectives.

46.9 Assistant Programme Coordinator Trustee

46.9.1 The Assistant Programme Coordinator Trustee, or a person designated by the Trustees, shall:

- 46.9.1(a) assist the Programme Coordinator Trustee in his or her duties at all times; and
- 46.9.1(b) carry out the duties and exercise the powers of the Programme Coordinator Trustee during any absence or unavailability of the Programme Coordinator Trustee;
- 46.9.1(c) carry out the duties assigned to them by the Fundraising and Events Publicity Trustee.



46.10 Fundraising and Events Publicity Trustee

46.10.1 The Fundraising and Events Publicity Trustee, or person or sub-committee designated by the Trustees to perform the tasks, shall:

- 46.10.1(a) develop and implement fundraising strategies and event plans to support the Charity's financial sustainability;
- 46.10.1(b) create and manage a fundraising sub-committee, and identify opportunities for grants, donations, and sponsorship;
- 46.10.1(c) organise fundraising events, ensuring compliance with legal, health, and safety requirements;
- 46.10.1(d) prepare and present at least three (3) quotes or Pro-forma Invoices and cost breakdowns for all fundraising activities, in line with the Charity's finance policy and Clause 27.3, subject to Trustees' discussion and approval before any disbursement of funds;
- 46.10.1(e) collaborate with the Treasurer and Programme Coordinator Trustee on event budgets and resource allocation;
- 46.10.1(f) manage event logistics, publicity, and stakeholder engagement, reporting outcomes to Trustees;
- 46.10.1(g) support Trustees in reputation management and PR, including crisis communications where required;
- 46.10.1(h) conduct post-event evaluations and reporting;
- 46.10.1(i) monitor publicity and stakeholder expectations, reporting findings to Trustees;
- 46.10.1(j) in consultation with the Vice-Chairperson, manage PR aspects of crisis situations and reputation-building efforts.

46.11 Assistant Fundraising and Events Publicity Trustees (Two)

46.11.1 Assistant Fundraising and Events Publicity Trustees (Two) or two (2) persons designated by the Trustees shall:

- 46.11.1(a) assist the Fundraising and Events Publicity Trustee in his or her duties at all times; and
- 46.11.1(b) carry out the duties and exercise the powers of the Fundraising and Events Publicity Trustee during any absence or unavailability of the Fundraising and Events Publicity Trustee.

46.12 Community, Welfare and Outreach Trustees

46.12.1 The Community, Welfare and Outreach Trustee, or any person or sub-committee designated by the Trustees to perform these tasks, shall:

- 46.12.1(a) provide operational and advisory support to the Charity's beneficiaries and community. All such duties are carried out under the authority of the Board of Trustees and do not replace or diminish the Trustees' collective accountability under the Charities Act 2011. This includes visiting the sick, bereaved, vulnerable, and elderly, acknowledging Members' celebrations and anniversaries, and offering support. All Trustees remain legally responsible for ensuring that all welfare and outreach activities comply with this Constitution, the Charity's safeguarding policies, and applicable UK laws;



- 46.12.1(b) identify and maintain contact with individuals and families in need within the community, ensuring that Trustees are informed of emerging welfare issues;
 - 46.12.1(c) provide practical and emotional support to the sick, bereaved, vulnerable, and elderly, in line with the Charity's objectives and policies approved by the Trustees;
 - 46.12.1(d) support bereaved families with publicity and voluntary fundraising, consistent with the Charity's bereavement payment policy and subject to Trustees' oversight;
 - 46.12.1(e) coordinate community outreach gestures (e.g., postcards or messages) for those who are ill, bereaved, or celebrating birthdays, special occasions, fostering inclusion and compassion;
 - 46.12.1(f) act as a liaison between affected individuals, the Kono Community, and the Charity, ensuring clear communication and appropriate referral to Trustees where governance decisions are required;
 - 46.12.1(g) provide signposting, advocacy, and assistance to beneficiaries, ensuring that any advice or referrals are consistent with Trustee-approved policies and safeguarding standards;
 - 46.12.1(h) submit proposals for welfare projects to the Trustees, keeping them informed of social needs and community priorities, and supporting Trustees in their strategic decision-making;
 - 46.12.1(i) foster community relations by organising or participating in events and initiatives that promote cohesion, inclusion, and the Charity's public benefit mission.
- 46.13 Assistant Community Welfare and Outreach Trustees (Two)**
- 46.13.1 Two (2) persons designated by the Trustees shall:
- 46.13.1(a) assist the Community, Welfare and Outreach Trustee in his or her duties at all times; and
 - 46.13.1(b) carry out the duties and exercise the powers of the Community, Welfare and Outreach Trustee during any absence or unavailability of the Community, Welfare and Outreach Trustee.
- 46.14 Safeguarding Lead (Designated Safeguarding Trustee – DST)**
- 46.14.1 The Safeguarding Lead (DST) shall:
- 46.14.1(a) ensure that the Charity provides a safe, supportive, and protective environment for children, young people, and vulnerable adults, and that safeguarding policies are implemented, concerns are responded to appropriately, and the Charity meets its legal and ethical obligations;
 - 46.14.1(b) maintain, update, and oversee the implementation of the Charity's Safeguarding Policy;
 - 46.14.1(c) ensure the Constitution and organisational practices comply with UK safeguarding legislation and statutory guidance;
 - 46.14.1(d) lead on safeguarding risk assessments for the Charity's activities, events, and programmes;



- 46.14.1(e) report safeguarding matters to the board of trustees and advise on improvements;
- 46.14.1(f) act as the first point of contact for safeguarding concerns or disclosures;
- 46.14.1(g) record, assess, and manage safeguarding concerns in line with the Charity's safeguarding procedures;
- 46.14.1(h) escalate concerns to external agencies (e.g., local authority, police, NSPCC) when required;
- 46.14.1(i) maintain confidential safeguarding records securely and in accordance with data protection laws;
- 46.14.1(j) ensure all volunteers, committee Members, and staff receive appropriate safeguarding training;
- 46.14.1(k) provide guidance and support to Members on recognising and responding to safeguarding concerns;
- 46.14.1(l) promote a culture of safety, respect, and accountability within the Charity;
- 46.14.1(m) liaise with statutory agencies, safeguarding boards, and partner organisations when necessary;
- 46.14.1(n) must ensure that all trustees and volunteers engaged in regulated activity undergo appropriate DBS checks and are recruited in accordance with safer-recruitment procedures;
- 46.14.1(o) communicate safeguarding updates, changes in legislation, and best practice to the Board of Trustees;
- 46.14.1(p) ensure safeguarding information is accessible to all Members, including reporting procedures;
- 46.14.1(q) conduct annual reviews of safeguarding practices and report findings to the Board of Trustees;
- 46.14.1(r) ensure safer recruitment procedures are followed (DBS checks, references, role descriptions);
- 46.14.1(s) monitor safeguarding risks at events and activities, ensuring appropriate supervision and controls.

46.14.2 *Authority of the Safeguarding Lead:*

The Safeguarding Lead (DST) shall have authority to:

- 46.14.2(a) pause or stop any KDDAUK activity if safeguarding risks are identified;
- 46.14.2(b) request information from committee Members or volunteers relevant to safeguarding;
- 46.14.2(c) recommend disciplinary or corrective actions where safeguarding breaches occur, in accordance with Clause 34 (Discipline).

46.14.3 *Accountability and Conduct*

The Safeguarding Lead (DST):

- 46.14.3(a) the Safeguarding Lead is accountable to the Board of Trustees;
- 46.14.3(b) the Safeguarding Lead must act with impartiality, confidentiality, and in the best interests of vulnerable individuals;



46.14.3(c) oversee safeguarding policies, training, vetting procedures, and incident response, supporting Trustees in fulfilling their collective duty of care;

46.14.3(d) support the Charity's communications and digital presence, ensuring safeguarding and reputational standards are upheld.

46.15 Assistant Safeguarding Lead (Assistant Designated Safeguarding Trustee – ADST)

46.15.1 The Assistant Safeguarding Lead (ADST) shall:

46.15.1(a) assist the Safeguarding Lead Trustee in his or her duties at all times;

46.15.1(b) carry out the duties and exercise the powers of the Safeguarding Lead Trustee during any absence or unavailability of the Safeguarding Lead Trustee; and

46.15.1(c) carry out other duties as assigned by the Board of Trustees to pursue the Objectives of the Charity.

46.16 Auditing Officer (Non-Trustee Role)

46.16.1 The Auditing Officer (a non-Trustee role), or person or sub-committee designated by the Trustees to perform the tasks, shall:

46.16.1(a) be accountable to the Board of Trustees and directed by the Trustees of the Charity;

46.16.1(b) collate, check and analyse spreadsheet data for the Charity;

46.16.1(c) examine charity accounts and financial control systems;

46.16.1(d) gauge levels of financial risk within a charity;

46.16.1(e) Check that financial reports and records are accurate and reliable;

46.16.1(f) ensure that assets are safeguarded;

46.16.1(g) identify if and where processes are not working as they should, and advise on changes to be made;

46.16.1(h) prepare reports, commentaries and financial statements;

46.16.1(i) liaise with treasurers, the Fundraising and Events Publicity Trustee and the Chairperson of the Charity and present findings and recommendations;

46.16.1(j) ensure procedures, policies, legislation and regulations are correctly followed and complied with.

46.17 Other Officers

46.17.1 Other Officers shall perform such duties as the Members may, from time to time at a General Meeting, decide are required for the delivery of the Objectives of the Charity.

46.17.2 The Trustees or the Members may add additional duties or roles to any Trustee or Officer, or transfer duties or roles among Trustees or Officers. However, the positions of Secretary, Chairperson, and Treasurer must not be held by the same person.

47 Copies of Bylaws and Constitution

47.1 After being admitted, a registered Member is entitled to a hard copy of this Constitution and the Bylaws upon paying a reasonable fee fixed by the Members from time to time. If the Constitution and Bylaws are available in electronic format, the Member is entitled to an electronic copy at no cost.



Approval and sign-off of Bylaws

Resolution: The Members of KDDAUK resolved to adopt the 2026 Constitution and Bylaws and to attach this Appendix "I" (Non-Operative) as the official *History of Review* on the date of adoption.

Signatures:

Chairperson

Name: ATAH YORITE SIDENGAE Date: 30/05/26 Signature: [Signature]

Secretary

Name: DESMOND SARAH BOCKARIE Date: 30/05/26 Signature: [Signature]

Trustee

Name: MS. SAPADAT HASSIM Date: 30th/05/26 Signature: [Signature]

A Member in Good Standing

Name: DR. KAI M NGEGBA Date: 30/5/26 Signature: [Signature]

Member

Name: M. Y. MANI-BAYOH Date: 30-5-26 Signature: [Signature]



APPENDIX "A":

**SAMPLE NOTICE OF GENERAL MEETING (and resolution to be proposed)
KONO DISTRICT DEVELOPMENT ASSOCIATION UNITED KINGDOM (KDDAUK)**

NOTICE OF GENERAL MEETING OF MEMBERS

TAKE NOTICE that a General Meeting of the Members of the **Kono District Development Association United Kingdom (KDDAUK)** ("the Charity") will be held at _____ on the _____ **day of** _____ **20**____, commencing at _____ **pm**, at which the following business will be transacted:

Ordinary Business

1. **Report from the Chairperson of the Finance Sub-committee**
 - o Presentation of financial activities, current position, and planned actions.
2. **Report from the Chairperson of the Board of Trustees**
 - o Governance updates, compliance matters, and strategic priorities.

Special Business – Proposed Ordinary Resolution

ALSO TAKE NOTICE that it is intended to propose the following resolution as an **Ordinary Resolution** of the Charity:

Proposed Ordinary Resolution to Amend the Bylaws

"RESOLVED, as an ordinary resolution, that the Bylaws of the Charity be amended by deleting the current wording of **Bylaw** _____ and substituting the following:

‘ _____ ’

(Insert new wording to be adopted)

Administrative Notes (Best Practice)

- Members are encouraged to review the proposed amendment in advance.
- Only fully registered Members in Good Standing are entitled to vote.
- Proxy voting (if permitted by the Bylaws) should follow the Charity's prescribed procedure.
- Minutes of the meeting will be circulated to all Members within a reasonable timeframe.

DATED at _____ (address), this _____ day of _____ **20**____.

Name: _____

Secretary, KDDAUK



APPENDIX "B":

KDDAUK Values:

Values are not only created through people; they are co-created through people inspired by a common purpose. The KDDA UK aspires to earn respect and be valued in the execution of its excellence drive to deliver outstanding functions/duties and demonstrate best practice as a Charity and as a public organisation.

The values of the organisation, as listed below, will inform the rest of this plan and will influence the performance of our role as a Charity:

Independent: We will maintain our independence in decision-making within our communities, empowering people and making voices heard, acting respectfully for social justice without fear or favour, in the public interest.

Accountability and Integrity: We will be proactive in achieving our mission and accountable to all our stakeholders, which will include involving others on a continuous and appropriate basis and taking responsibility for our decision-making with strong moral principles.

Togetherness: We will reach out, engage and unite with our communities, work as a caring and respectful organisation, to all our beneficiaries and stakeholders with fairness, consistency and clarity in everything we do.

Respect and Dignity: We place respect for others and kindness at the centre of what we do, working to make giving simpler and fairer for everyone, because we believe all people are of equal worth.

Impartial and Inclusive: We will exercise our powers and discretion in a way which is non-partisan, non-discriminatory, politically neutral and even-handed.

Transparent: We will communicate with and listen to our stakeholders/ beneficiaries, and we are wise in our use of funds and will be clear about our actions, intentions and expectations.

Promotion and Partnership: We work with others to help strengthen families and communities' values and promote human rights as set out in the Universal Declaration of Human Rights and subsequent UN conventions and declarations.



Appendix “C”

KDDAUK Vision:

“Together, the descendants of Kono will make Kono a better place to live”

KDDAUK Motto:

“**Kwedondoya**”- this word is taken from the Kono Language, which, when translated to the English Language, means “Unity- with one voice”.

KDDAUK Mission Statement:

“Sustainable development programmes in Kono District and the UK and togetherness within the Kono Descendants’ communities”



Appendix “D”

SAMPLE CANDIDATE NOMINATION STATEMENT

(Issued in accordance with Clause 18.4.2(b) of the 2026 KDDAUK Constitution and Bylaws)

KDDAUK – Candidate Nomination Statement

(To be submitted to the Chairperson of the Electoral Commissioners)

I, _____,
(Full Name of Candidate)

hereby submit my formal Nomination Statement for election to the office of:

(State the Office Being Contested)

in accordance with Clause 18.4.2(b) of the KDDAUK Constitution and Bylaws.

1. Experience and Suitability

I confirm that I am a **Member in Good Standing**, as defined in Clause 35.7, and have actively participated in the affairs of the Charity. I have gained relevant experience through the following roles, responsibilities, and contributions:

- _____
- _____
- _____
- _____

These experiences have strengthened my understanding of governance, community service, safeguarding, financial accountability, and the operational needs of KDDAUK.

2. Willingness and Commitment to Serve

I hereby declare my **willingness to serve diligently, honestly, and in the best interests of the Charity.**

If elected, I commit to:

- upholding the Constitution, Bylaws, and all Charity rules;
- acting with integrity, transparency, and accountability;
- promoting unity, fairness, and respect among Members;
- fulfilling all duties associated with the office; and
- supporting the Trustees in advancing the Charity’s Objectives.

3. Competency and Governance Responsibility

I confirm that I possess the skills, judgment, and capacity required to discharge the responsibilities of the office. I understand the fiduciary, safeguarding, and governance



obligations placed upon Trustees and Officers under Clauses 17, 18, 19, and 20, and I am prepared to meet these obligations fully.

4. Declaration of Conflicts of Interest

I declare that:

- I have **no conflicts of interest** that would prevent me from serving impartially; **OR**
- I disclose the following potential conflicts of interest for consideration by the Electoral Commissioners:

I understand that any undisclosed conflict may result in disqualification in accordance with Clause 22.7.

5. Confirmation

I confirm that all information provided in this Nomination Statement is true and accurate. I understand that providing false or misleading information may result in disqualification.

Signed: _____

Date: _____

Contact Number: _____

Email Address: _____



Appendix "E"

SAMPLE PROPOSER'S NOMINATION LETTER

(Issued in accordance with Clause 18.4.2(a) of the 2026 KDDAUK Constitution and Bylaws)

KDDAUK – Proposer's Nomination Letter

(To be submitted to the Chairperson of the Electoral Commissioners)

From:

Name of Proposer: _____

Membership Number (if applicable): _____

Email Address: _____

Telephone Number: _____

To:

The Chairperson, Electoral Commissioners
Kono District Descendants Association United Kingdom (KDDAUK)

Date: _____

Re: Nomination of Candidate for Election to Office

Dear Chairperson,

I, _____,

(Full Name of Proposer)

Being a **Member in Good Standing** of KDDAUK, hereby **propose the nomination** of:

(Full Name of Candidate)

for the office of:

(State the Office Being Contested)

in accordance with Clause 18.4.2(a) of the KDDAUK Constitution and Bylaws.

1. Basis for Nomination

I confirm that:

- I am entitled to vote at the forthcoming election;
- the nominee is a **Member in Good Standing**, as defined in Clause 35.7;
- to the best of my knowledge, the nominee meets all eligibility requirements under Clauses 17 and 18; and
- the nominee has demonstrated the character, competence, and commitment required to serve the Charity.



2. Statement of Support

I am satisfied that the nominee has the experience, integrity, and dedication necessary to fulfil the responsibilities of the office. I believe their election will contribute positively to the governance, unity, and advancement of KDDAUK.

3. Confirmation

I submit this nomination in good faith and confirm that all information provided is accurate.

Signed: _____

Name (Print): _____

Date: _____



Appendix "F"

SAMPLE LETTERS OF SUPPORT

(Issued in accordance with Clause 18.4.2(c) of the KDDAUK Constitution and Bylaws)

Each candidate must submit **two (2) Letters of Support** from **Members in Good Standing**, as defined in Clause 35.7.

The following templates are provided for guidance.

LETTER OF SUPPORT — TEMPLATE 1

From:

Name of Supporting Member: _____

Membership Number (if applicable): _____

Email Address: _____

Telephone Number: _____

To:

The Chairperson, Electoral Commissioners
Kono District Descendants Association UK (KDDAUK)

Date: _____

Re: Letter of Support for Candidate Nomination

Dear Chairperson,

I, _____,

(Full Name of Supporting Member)

Being a **Member in Good Standing** of KDDAUK, hereby provide my formal **Letter of Support** for the nomination of:

(Full Name of Candidate)

for the office of:

(State the Office Being Contested)

in accordance with Clause 18.4.2(c) of the KDDAUK Constitution and Bylaws.

1. Basis of Support

I confirm that:

- I am a Member in Good Standing and entitled to participate in the electoral process;
- I have personal knowledge of the nominee's character, conduct, and contributions to the Charity;
- I believe the nominee possesses the integrity, competence, and commitment required to serve effectively.

2. Statement of Endorsement

I support this nomination because I am satisfied that the nominee:

The 2026 KDDAUK Constitution & Bylaws. Charity No: 1160673. Adopted on the 30th May 2026.



- demonstrates honesty, diligence, and respect for the values and Objectives of KDDAUK;
- has shown leadership, responsibility, and a willingness to serve the community;
- will uphold the Constitution, Bylaws, and governance standards of the Charity.

3. Confirmation

I submit this Letter of Support in good faith and confirm that all information provided is accurate.

Signed: _____

Name (Print): _____

Date: _____

LETTER OF SUPPORT — TEMPLATE 2

From:

Name of Supporting Member: _____

Membership Number (if applicable): _____

Email Address: _____

Telephone Number: _____

To:

The Chairperson, Electoral Commissioners Kono District Descendants Association UK (KDDAUK)

Date: _____

Re: Letter of Support for Candidate Nomination

Dear Chairperson,

I, _____,

(Full Name of Supporting Member)

Being a **Member in Good Standing**, hereby submit this **Letter of Support** for:

(Full Name of Candidate)

Who is seeking election to the office of:

(State the Office Being Contested)
in accordance with Clause 18.4.2(c).

1. Affirmation of Eligibility

I confirm that:

- I am a Member in Good Standing under Clause 35.7;
- the nominee is also a Member in Good Standing;
- I am eligible to support this nomination.



2. Reasons for Support

I support this nomination because the nominee has demonstrated:

- commitment to the aims and Objectives of KDDAUK;
- reliability, professionalism, and respect for governance processes;
- the capacity to serve with diligence, honesty, and accountability.

3. Confirmation

I provide this Letter of Support voluntarily and confirm that all information is true and accurate.

Signed: _____

Name (Print): _____

Date: _____



Appendix “G”

SAMPLE ELECTION TIMETABLE TEMPLATE

(Issued in accordance with Clause 18.6 of the KDDAUK Constitution and Bylaws)

This Sample Election Timetable is provided for guidance to assist the Electoral Commissioners and the Trustees in planning, organising, and conducting elections in accordance with Clause 18. It may be adapted to reflect the specific dates of each election year, provided all constitutional requirements are met.

KDDAUK — SAMPLE ELECTION TIMETABLE

Election Year: _____

Election Date (Last Saturday in August): _____

1. Convening Meeting to Set Election Timetable

(Clause 18.6.1)

Date: _____

- Outgoing Trustees convene a meeting.
- Election date confirmed (minimum 28 days later).
- Nomination opening and closing dates agreed.
- Verification period agreed.
- Modalities and timelines approved.

2. Issuance of Election Notices

(Clause 18.6.2)

Notice 1 — 28 Days Before Election: _____

Notice 2 — 21 Days Before Election: _____

Notice 3 — 14 Days Before Election: _____

All notices must be issued via approved communication channels (email, WhatsApp, post, SMS, etc.).

3. Nomination Period

(Clause 18.4)

Opening Date: _____

Closing Date: _____

During this period:

- Nomination forms submitted to the Chairperson of the Electoral Commissioners.
- Candidate Statements, Proposer’s Letters, and Letters of Support received.



- Incomplete submissions returned for correction (Clause 18.4.3).

4. Verification Period

(Clause 18.6.1)

Start Date: _____

End Date: _____

Activities include:

- Verification of Members in Good Standing.
- Verification of candidate eligibility.
- Confirmation of compliance with Clauses 17 and 18.
- Preparation of the provisional Voter Register.

5. Pre-Election Activities

(Clause 18.6.3)

5.1 — 28 Days Prior: Pre-Election Meeting / Debate

Date: _____

- Candidates canvass Members.
- Electoral Commissioners outline election modalities.

5.2 — 14 Days Prior: General Meeting

Date: _____

- Presentation of candidates.
- Presentation of the election roadmap.
- Circulation of AGM notice, agenda, financial reports, and signed voting list.

5.3 — Records Submission

Deadline: _____

- Outgoing Officers deliver all records to the Secretary.

6. Publication of Final Voter Register

(Clause 18.5.5)

Certification Date: _____

- Signed by Treasurer and Secretary.
- Verified and certified by Electoral Commissioners.
- No amendments permitted within 14 days prior to the election except to correct demonstrable administrative errors.

7. Election Day (Last Saturday in August)

(Clause 18.7)

Date: _____



Activities:

- Trustees hand over meeting to Electoral Commissioners.
- Voting conducted by secret ballot.
- Ballots counted in the presence of candidates' representatives.
- Results announced within four (4) hours.

8. Post-Election Handover

(Clause 18.8)

8.1 — Assumption of Office

Date: _____

- Newly elected Trustees assume office immediately upon declaration or upon expiry of predecessor's term.

8.2 — Handover Meeting

Date (within 3–14 days): _____

8.3 — Secretary's Duties

Deadline (14 days): _____

- Circulate AGM minutes.

Deadline (21 days): _____

- File Annual Report and election minutes with the Charity Commission and Bank.

8.4 — Digital Access Transition

Access Granted (1–2 weeks): _____

Outgoing Access Removed (7–14 days): _____

9. Dispute Resolution (If Applicable)

(Clause 18.9)

Investigation Window (72 hours): _____

- Electoral Commissioners conduct an impartial review.
- Written determination issued.



Appendix "H"

SAMPLE OF A CONFLICT-OF-INTEREST DECLARATION FORM

(Issued in accordance with Clauses 17, 18, 19 and the governance standards of KDDAUK)

This form must be completed by all **Trustees, Officers, Electoral Commissioners, Sub-Committee Members, and Candidates** to ensure transparency, integrity, and compliance with the Charity's governance framework.

KDDAUK — Conflict of Interest Declaration Form

1. Personal Details

Full Name: _____

Position / Role (or Office Sought): _____

Membership Number (if applicable): _____

Email Address: _____

Telephone Number: _____

2. Declaration of Interests

Please declare any actual, potential, or perceived conflicts of interest. Conflicts may include (but are not limited to):

- financial interests;
- family or close personal relationships;
- business or organisational affiliations;
- political, social, or community roles;
- any circumstance that may influence, or appear to influence, impartial decision-making.

2.1 — Do you have any conflicts of interest to declare?

No, I have no conflicts of interest to declare.

Yes, I have conflicts of interest to declare (details below).

If **Yes**, please provide full details:

Description of Conflict(s):

Persons or Organisations Involved:



Nature of the Relationship or Interest:

Steps Taken to Mitigate or Manage the Conflict (if any):

3. Ongoing Duty to Disclose

I understand that:

- I must declare any new conflict of interest immediately upon becoming aware of it;
- failure to disclose a conflict may result in disqualification (Clause 22);
- the Trustees or Electoral Commissioners (as applicable) may determine appropriate actions to manage or mitigate the conflict;
- this declaration will be retained as part of the Charity's governance records.

4. Confirmation and Signature

I confirm that the information provided in this declaration is true, complete, and accurate to the best of my knowledge. I understand that providing false or misleading information may result in disciplinary action or disqualification from office or candidacy.

Signed: _____

Name (Print): _____

Date: _____



Appendix "I" (Non-Operative)

History of Review:

Purpose:

This Appendix records the institutional history of the Constitutional review that produced the 2026 KDDAUK Constitution and Bylaws. It is included as a non-operative preamble and reference record so that the reasons, process, major decisions, and approvals that led to the 2026 text are preserved for transparency and institutional memory.

Executive Summary:

Review title: The 2015 KDDAUK Constitution and Bylaws — Review and Consolidation into the 2026 KDDAUK Constitution and Bylaws.

Scope: Consolidation of duplicated provisions; clarification of membership and electoral procedures; alignment with Charity Commission guidance; integration of financial controls and key policies; clarification of Trustee roles and safeguards.

Outcome: Adoption of the 2026 KDDAUK Constitution and Bylaws, repealing the 2015 version in full.

Timeline of Key Events:

7 th September 2024	A resolution was passed by 10 out of 14 members in a quorate General Meeting to review the 2015 Constitution and Bylaws
2 nd May 2025	Drafting, reviewing and mapping of 2015 clauses; duplication identified.
29 th May 2025	Charity Commission model Constitution document consulted.
02 nd August 2025	General Meeting mandates governance review
December 2025	Member consultations and feedback sessions
31 st January 2026	draft presented to Members in the general meeting for consideration
04 th February 2026	Working document prepared for Constitutional Committee review
28 th February 2026	draft presented to Members in the general meeting for comment and consultation
01 st March 2026	Circulated to the general public for consultation and feedback until 30 th April 2026
25 th March 2026	Draft presented at the Special General Meeting: Clause 8.5—membership fee changed from £20 to £10; monthly



	fee reduced to £5; Clause 8.9.1—Good Standing now requires six (6) attendances instead of three (3)
28 th March 2026	Draft presented at the General Meeting: Clauses 8 to 14 continued
07 th April 2026	Draft presented at Special General Meeting for Member feedback: Clauses 14–17 and quorum agreed; quorum percentages removed from Constitution draft. Clause 10.8.5 added for remote ballots for temporarily abroad Members in Good Standing.
11 th April 2026	The draft was presented at the Special General Meeting for Member discussion and feedback on Clauses 17 and 18. Members voted on and agreed to the provisions in Clause 17.13.1 concerning trustee term limits and the required cooling-off period. Members also agreed that the last Saturday in August of the election year shall serve as the official election day. Clauses 18.1.1 to 18.4.4 were reviewed, voted upon, and approved. It was further resolved that five (5) independent Electoral Commissioners must be elected, and that such individuals must not be active or dormant KDDAUK Members.
25 th April 2026	The draft was presented at the Special General Meeting for Member discussion and feedback on Clauses 18.5.1(b) to 18.5.10. Members voted on and agreed to the provisions in Clause 18.5.8 concerning the removal of an electoral commissioner who failed to perform their duties or engaged in misconduct, which must require the approval of not less than two-thirds ($\frac{2}{3}$) of verified Members in Good Standing present at a quorate meeting.
03 rd May 2026	The draft was presented at the Special General Meeting for Member discussion and feedback on Clauses 18.6 to 35.15.1. Members voted on and agreed to the provisions in Clause 18.12.1, which agreed for 10 Members in Good Standing to the signing of a formal petition for a vote of non-confidence/ vote of confidence.
09 th May 2026	The draft was presented at the Special General Meeting for Member discussion and feedback on Clause 46 (Trustees' Job Description). The review and consultation of the draft of "The 2026 Kono District Development Association United



	Kingdom (KDDAUK) Constitution and Bylaws” was concluded and finalised. Agreed that the adoption of the draft shall be adopted in the May 2026 General Meeting
30 th May 2026	Members adopted the 2026 Constitution and Bylaws at the General Meeting

Reasons for the Review

Key drivers: Repetition and ambiguity across the 2015 Constitution and Bylaws; unclear membership categories and subscription rules; ambiguous electoral procedures and role of Electoral Commissioners; Trustee role confusion and inconsistent decision-making language; missing or scattered policy references, including financial management, safeguarding, bereavement and equality; inconsistent terminology and regulatory misalignment.

Summary of significant changes:

Consolidation: Membership, general meetings, and electoral provisions merged into single coherent sections.

Financial governance: Financial procedures updated and moved into the Constitution; spending thresholds and signatory rules clarified.

Trustee governance: Job descriptions clarified; collective decision-making reinforced; disqualification and removal procedures revised.

Electoral reform: Pre-election Constitution procedures, nomination rules, Vote of non-confidence procedures and Electoral Commissioners formalised.

Compliance and formatting: Clauses reworded to align with Charity Commission guidance; table of contents and renumbering added for clarity.

Use and status of this record:

Interpretive aid only: This Appendix is non-operative and does not create rights or obligations; it is intended to explain context and intent.

Reference: Trustees and Members may consult this Appendix when interpreting the 2026 Constitution and Bylaws or preparing future amendments.

Publication: A copy shall be published with the Constitution on the KDDAUK website and included in governance packs.

Retention and amendment of the review record

Storage: The Secretary must keep the master copy with the Minute Book and in the Charity’s secure governance folder.

Corrections: Factual corrections may be made by resolution of the Board of Trustees and recorded in the minutes.

Substantive additions: Any substantive additions to this history must be approved by Members in Good Standing in a General Meeting and appended as a dated addendum.

