

**Newtown Community Association
Committee Meeting Saturday 10 August 2013**

MINUTES

Present: Rory McNeile, Su Aves, Joan Bond, Michael Parrott, Jackie Holdstock, Marina Williams, Cllr Richard Branston, PCSO Nic Unsworth, Elena Milego, George Dumble, Carrie Davis

All three property trustees are present (Rory McNeile, Su Aves and Joan Bond) Meeting is quorate with enough committee members present to vote.

In the absence of the current Chair of the NCA Rory was proposed by Jackie and the seconder Michael for Rory to Chair the meeting. This was passed unanimously.

<p>Apologies Ian Harrison, Councillor Roger Spackman, Councillor Richard Westlake will be late.</p>	
<p>Review of Minutes of meeting 11.06.13 It was agreed by all present that these minutes were a true record of the meeting with no alterations needed.</p> <p>Issues arising from the minutes of 11.06.13 not arising elsewhere in the agenda:</p> <ul style="list-style-type: none"> - Neighbourhood Watch – George talking to his road about it to find out who is interested - Repairs to the hut – George offered to help with hut maintenance in the future - Health and Safety Officer – to be looked into at the next meeting - go onto Sept Agenda - Printworks visit to be arranged by Carrie – anyone interested to let Carrie know. 	<p style="text-align: right;">ACTION BY:</p> <p style="text-align: right;">GD</p> <p style="text-align: right;">PCSO Nic</p> <p style="text-align: right;">CD</p> <p style="text-align: right;">CD</p>
<p>Have your Say police report / “priority issues” / other immediate issues</p> <p>Police report (see report attached) Not so many problems with drinking now in Belmont park due to the Section 30 dispersal order in place for 6 months. Any more than 2 people causing problems can be dispersed for a period of time and if they come back within that time they can be arrested. 2 burglaries and some car crime have occurred. Satnavs and Tomtoms must not be left on show. Bike thefts. One caught red handed and he will be going to court. Someone causing criminal damage to a car was caught. Nic is mentoring someone and they caught two people. Nic recommends that people spend money on a decent bike lock, it is worth it.</p> <p>NCA received complaints about Saturday night of noise disturbance from the hut as there was a DJ in the hut and noise continued after 11pm. Two complaints. Michael had spoken to PC Julie Chapman. The police received the call at 23:47 hours and although they were not initially going to go to the hut as noise is an environmental health issue, they did in fact attend but not until twenty minutes to one in the morning. At this time the users were still there and stated that they were about to finish!</p> <p>They had gone well beyond the time of 11pm when it should have finished. Rory will do a letter to the hirers. It will ask for £12 for the two extra hours they stayed in the hut more than they had paid for. Could suggest that they could have stopped the music by 11pm even if they had wanted to stay later.</p> <p>Jackie: In the terms and conditions it says no music after 11 pm. Hirers have to sign that they agree to the booking terms and conditions and these hirers did sign it. They also hired the hut on Sunday to be able to clear up. Users should be aware of the neighbours.</p>	<p style="text-align: right;">RM</p>

<p>The Terms and conditions of booking the hut are on the internet website.</p> <p>Richard B says we do need to look at the number of complaints about the hut. So in context this is an isolated incident. We should say they should keep to the conditions otherwise they cannot book again.</p> <p>Jackie asked about the use of Bouncy castles by hirers as she has been asked – people have to approach the council to get a licence for this. We have no involvement in this.</p> <p>Richard B asked if there had been any incidents since the Section 30 had been put in place? George: Two benches removed and only one put back. Richard B will look into having the picnic tables and benches being put back, he will approach the council for clarification on the arrangements of what will be done. George suggested benches are needed that wheelchairs can go up to. Nic Unsworth – Money is available to improve the park he has heard that some items are going to be removed and repaired.</p>	
<p>Treasurer's Report: Report from Derek. Divided into General funds and Designated Funds so we can report what we use the money is used for back to those who give us the funds. New water heater has been paid through the police's grant. £11000 approx in the bank account.</p> <p>George: Social café and Qigong question on money situation: £10000 approx has come in and money used is about £700.</p>	DB
<p>The Vision / Granted's proposal</p> <p>Michael summarised Ian's report: Try to find a grant finder – Granted came to June's meeting and an offer was made by them to represent NCA. The revised offer is with a price reduction of their services. In principle we want to take on a fund finder. 106 contribution from Printworks is £737500.</p> <p>See copy of report from Ian – attached.</p> <p>We have enough money to take on assistance. Pay them on completion of contract. 1 year contract. Monthly retainer but stops when all money found.</p> <p>Rory: We need to make a decision as to whether to take Granted on. Do we pursue it? Do we reduce the scale of the project or continue with it at this stage and see if we can get the full amount needed? Yes in principle everyone present wants to pursue it.</p> <p>George: Do we find someone else as a fundraiser as they are so expensive.</p> <p>Ian is happy to continue to manage the project up to December.</p> <p>Richard Westlake advised that there is someone in the Council with expertise that can support NCA, he will ask if that person would be able to help with advice next week and then set up a meeting with Rory and Ian.</p> <p>Elena: Similar project in Heavitree Park so maybe approach them and get advice from them.</p> <p>George: Countess Wear also did a similar project - Gill Tippen could be contacted.</p> <p>Rory will contact the Chair of Heavitree Community Association.</p> <p>Derek: We have a fundraiser already and feels we should go ahead.</p> <p>Jackie feels we should go our own way as Heavitree park and Countess Wear projects are different as they will have a café etc and a commercial aspect.</p> <p>Are we happy to pursue it? Granted should be approached. Can we afford to pay the</p>	<p>IH</p> <p>IH/RM/Richard</p> <p>RM</p>

<p>fees?</p> <p>Derek confirms we can afford to pay the fees. We have had agreement that they can be spent on fundraising. Should we go out and tender? They may all be offering the same thing. Should we just go ahead? Is there a ceiling on what the expenses would be? A one year contract. Initial £2000 and £12000 so £14000 full cost and more if successful.</p> <p>Derek proposes that we proceed as Ian recommends to engage Granted.</p> <p>Rory seconding</p> <p>Vote in favour - unanimous</p> <p>Need to find out who will take charge of this after December. (Go onto Sept Agenda.)</p> <p>Carrie: Granted said it would be advisable to consider taking on someone full or part-time to deal with the higher number of bookings that the new facilities would likely generate, which seems a realistic need. Carrie highlighted a concern, that booking fees may therefore need to be at a higher level once we have the new building and that we will need to ensure that we do not cost ourselves out of the market. A challenge we need to consider in the future.</p>	CD
<p>Date for AGM Saturday 10.30am 19th October 2013 – needs to be officially advertised to the community – agenda to be decided on 10th Sept. at next committee meeting.</p> <p>Next committee meeting Tuesday 10th Sept 7.30pm</p> <p>May have another meeting on 8th October - to be decided on at Sept meeting.</p>	IH
<p>Updating the Constitution (needs to be voted in prior to AGM)</p> <p>Su went through the constitution changes. Copies were circulated with sections to be considered highlighted. (see attached)</p> <p>Agreed that:</p> <p>All the wording in blue was all agreed as well as the following specifics:</p> <p>3 (n), 10 (a) (iii), 10 (f) (iv), 16 (a) The words highlighted, as pointed out, should be in capitals.</p> <p>3 (p) Whether we should formalise the terms and conditions of the cleaner's contract will need to be considered at next meeting.</p> <p>4 (a)(ii) If under 18 members become involved in meetings we can consider at a later date if they should have a vote, but at present leave the constitution as it is. Currently under 18s do not attend meetings.</p> <p>4(b) - leave in 4 (a) (iv) so that the councillors can have one person to vote on their behalf.</p> <p>4(d) The secretary of the association should keep the register of all members who are required to pay a subscription.</p> <p>8(a) The report at the AGM will be called an Annual Report.</p>	SA

<p>8(b) 28 days and 3 members with power to vote.</p> <p>9 (c) We should have both a Chair and vice Chair.</p> <p>Note the wording of 10 (g), 14 (b) (ii) and 14 (c)</p> <p>14(b) (i) Quorum is to be one half of the members of the committee.</p> <p>14(b) (ii) Twenty members will be quorate at a General meeting.</p> <p>18 a (d) needs to be added.</p> <p>Last paragraph needs to be filled in.</p> <p>Subject to approval by the Charity Commission approval this constitution with changes as agreed in this meeting should be put forward to be adopted at the AGM. Carrie will send this off to the Charity Commission to ask for their approval of the wording.</p> <p>Proposer George, Seconder Joan – that we approve the constitution as discussed at this meeting with decisions agreed at this meeting to be put forward for adoption at the AGM</p> <p>All three property trustees were present and the meeting was quorate with a quorate number of committee members</p>	
<p>Hut maintenance issues / recent problems</p> <p>(Update on electric capacity of the Hut, repairs, main door lock, kitchen deep clean, water heater, DDA grant)</p> <p>Thanks to Ian for arranging the water heater and new door lock to be put in. Thanks to Guardian Security for reduced cost of new lock £17 less. Vote of thanks to Derek for organising Kitchen deep clean. £1500 grant for DDA, works are being looked into by Ian.</p> <p>What happens if someone reports a problem? Ian deals with this and George is happy to assist.</p> <p>Door came off, Ian has this in hand and it is being dealt with.</p>	IH / MP
<p>Food Hygiene Rating Inspections</p> <p>No new rating inspection has been done this year. All those helping in the kitchen need to read information on Food safety and handling. The Fridge temperature should be checked and noted in the folder at each cafe we do.</p>	SA
<p>Events and Cafes:</p> <p>Review July – Musical Café – was great, music, NCA choir, local musicians, Capoeira, 100 people attended. Votes of thanks to Michael, Peter, Elena and those in the kitchen.</p> <p>Future Cafes / Events:</p> <p>History Café (11 August)</p> <p>2-4pm 11th August. Café, book signing for new book by Michael P. The Story of the Polish 307 squadron. Walk 4.15pm for 45 mins to 1 hour begins and ends in the park. The walk is free but donations will be gratefully appreciated by NCA.</p> <p>Qigong, Social Cafes - All going well. We still have money left from the grants received to continue these. A group visit to the Met office on Saturday 7th Sept is to be arranged.</p>	<p>MP</p> <p>MP</p> <p>SA</p>

<p>Newtown Community Food Festival - Sunday 8th September, 12 noon to 4pm</p> <p>Setting up from 10am to clearing away by 6pm.</p> <p>Need volunteers to run a café in the hut to sell mainly drinks: Jackie, Marina and Carrie. Derek after 2pm.</p> <p>There are 10 people/businesses wanting to hire a pitch to sell food or advertise themselves: Indian, African, Mexican, Asian, and Jamaican food plus Love local food and home baked bread. Also the Globe, Clifton Inn and Waitrose are involved.</p> <p>DWT will be attracting families to take part in sewing seeds in the sensory garden and learning about Bee friendly planting.</p> <p>Entrance is free. There will be music. We have permission from the City Council to go ahead.</p> <p>Bike café is not happening this year (13th Oct). Date problems. Maybe in the Spring would be better.</p> <p>Craft Fair 17th Nov Sunday</p> <p>27th Oct Halloween - on Saturday not a café on Sunday.</p>	<p>SA</p> <p>SA</p>
<p>Recruitment drive for helpers / note takers at meetings</p> <p>Yes gone well.</p>	
<p>Sensory Garden Project update</p> <p>Sign finally done. Great. Vote of thanks to Michael. Inform Council to have it installed. Arrange an occasion to open it. Invite Paul Faulkner, Parks Manager, and Lord Mayor and Escort. Morgan Sindall, Devon insight, WESC, Richard Westlake also to be invited.</p>	<p>MP</p>
<p>Choir Update</p> <p>About 20 people each week. Loses money, a little each week. £300 costs in first year is coming from the NCA money. This could affect Qigong too if the NCA should support both. Maybe £300 of NCA funds should go towards Qigong – an item for the next meeting.</p> <p>Commend Peter for the Choir as it is a great success.</p>	<p>PM</p> <p>MP</p> <p>CD</p>
<p>Digital Newsletter update</p> <p>Massive! 16 pages in August. More than 230 receive it by email. Goes on the website. Can we send newsletters out to more people? Michael will investigate. On booking form, we should ask: Would you like to receive the NCA newsletter? Derek to ask Peter to include it on booking form.</p>	<p>MP</p>
<p>Events / Diary dates until end 2013</p> <p>See cafes above. Christmas party Sunday 15th Dec Winter Warmer. Derek will ask the Choir to be involved.</p>	<p>JH / CD</p>

Newtown Community Association Interim accounts to August 10th 2013

1. Receipts

(A) General Funds receipts

Hut Income	£5075
Café Income	£265.41
Choir Income	£1477
<u>Total General Funds receipts</u>	<u>£6817.41</u>

(B) Designated Funds receipts

Vision project

DCC grant for Surveying	£4300
DCC grant	£5310

Senior citzts cafe

ECC grant	£300
Devon Police	£150
Devon Police	£350
Qigong subs	£281.40

Newstock music night

DCC grant	£100
Contributions on the night	£85.43

Hut upgrades

Devon Police	£150
Devon Police	£500
DCC Disability Enhancements	£1500

<u>ECC Graffiti clean up</u>	£100
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<u>Total Designated Funds receipts</u>	<u>£13126.83</u>
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<u>Total receipts</u>	<u>£19944.24</u>
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2. Payments

(A) General Funds payments

Non-domestic rates	£64
Cleaner	£954.85
Community Choir	£1755
Rubbish collection	£166.90
Supplies	£747.20
Power	£930.42
Maintenance	£162.59
Insurance	£314.01
Publicity	£65
Events	£55.63
Water	£165.50
Training/compliance	£0
Hut booking reimb.	£42
<u>Total General Fund payments</u>	<u>£5423.10</u>

(B) Designated Funds payments

Senior Café/Qi Gong costs	£781.07
Newstock costs	£125
Water heater	£856.20

Vision payments

Ruddlestone Geotechnical	£1140
John Daly	£1650
Robin Attwater	£2650
Living Space	£4560
John Daly	£750

<u>Total Designated Funds payments</u>	<u>£12512.27</u>
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<u>Total payments</u>	<u>£17935.37</u>
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3: Summary

General Funds receipts over payments: £1394.31

Designated Funds receipts over payments: £ 614.56

Closing Bank Balance (as of 9th July 2013) £11,633.57

**Newtown Community Association Meeting
Tuesday 16th July 2013**

- Apologies from PCSO REES
- With continued good weather Belmont Park has continued to be popular and unfortunately the police have still been getting reports of Anti-social behaviour, last month the local policing neighbourhood team were working with partner agencies to get a Dispersal Zone for the Park along with an order to give the police the power to deal with those who do not drink alcohol sensibly within the park.
- A section 30 Dispersal Order is now in place for Belmont Park and is in place for the next 6 months. A poster will be placed in the park the dispersal zone includes the following roads: Blackboy Road, Western Way, Belmont Road and Gordon Road. As a result of this you will see an increase in officer presence. Please continue to call in any incident of Anti-social behaviour on 101 or 999.
- In the last months crimes in the area of the Newtown include a number of burglaries which have been breaks into commercial businesses as opposed to dwelling and the area appears to be suffering from car crime with a handful of criminal damage to vehicles and thefts from vehicles.

Update with re-schedule to Saturday 10th August 2013

- The section 30 Dispersal order is now well under way and I am pleased to say we have seen a significant decrease in anti-social behaviour in the park.
- We are still seeing a handful of bike thefts each month so it's another reminder to please keep your bikes locked and secure when they are at home, register your bikes on 'bike register' and make sure you are also locking your bike when you take it out. It is advisable to spend at least 10% of what your bike is worth on a bike lock.

Newtown Community Assoc.

August Meeting

Report to the Meeting – The Vision Project's Funding

Due to both Rob Attwater and now my overseas absence in the coming months the suggestion was made in the Spring that NCA look at using a specialised consultant to seek funding for the Vision Building.

In principle this was agreed and some investigation was made to find an organisation who would be able and competent to cope with the task. A company called Granted, based in Exmouth, with a good “pedigree” in finding funds (eg: the Earth Centre at Bicton) was identified. Their rep., Alex Chalkley, was invited to attend NCA's June meeting. As a result of this meeting a proposal was made which was “off beam” and needed some adjustment to represent NCA's circumstances. These revisions were reflected in a price reduction for their services!

In tandem with discussing NCA's needs with Granted IH has advised Exeter City Council of its, in principle, intention to take on a funding consultant. Clearly, NCA has to have the cash to pay a consultant and the money NCA has “banked” at present rests with:

1. The City in the form of a S. 106 contribution (some £37,500) from the Print Works (PW) development,
2. A proportion of the grant so kindly arranged by Richard Westlake with Devon CC.,
3. There may be a few hundred pounds left in NCA's a/c from the NHB grant.

The money at 1. is not yet available but should be as soon as the PW dev. is open to occupation. The remaining available money – between £3/4k – is in NCA account now.

So, again in principle NCA has enough funds to take on a consultant to hopefully see a campaign set up to achieve the funding goal.

Granted's terms are as follows:

1. A one off initial fee of £2,000 – reduce from £2,400 – not payable until completion of the contract.
2. A monthly retainer, reviewed once every three months, of a £1000 which gives NCA four full days by the full Granted team. This would be encompassed in a one yr. contract.
3. Mthly. reporting to a designated NCA rep. over and above IH and RA.
4. The retainer stops once the funding target is achieved.
5. The retainer is paid monthly in arrears.
6. There is a success fee which works on a sliding scale – 5% in month 1 and then reducing by .5% each month down to a min. fee of 2%.
7. The success fee is payable on receipt of notification of the target sum being achieved.

In my opinion these terms are modest but clearly there has to be a formal contract to tie down the terms and ensure clarity for both parties.

NCA has made no progress nor has IH received any advice from the various agencies about a potential volunteer coming forward to act as NCA's rep. to manage Granted whilst Rob and I H are overseas.

NCA has to decide:

1. That it wants to take the Vision Project forward.
2. Is NCA happy to use Granted or does it need to get a wider appreciation of the grant chasing

consultancies that are available.

3. If the former, is it happy to manage Granted in IH's and RA's absence (IH and RA will be at the end of an e-mail)
4. If so, are the terms noted above acceptable.
5. If not, but NCA still wishes to see Granted move forward, what T and C's need to be added to reflect / assist NCA's present management.

Attached to this note is Granted's version 2 proposal which would be used to fashion a formal contract.

IH needs an instruction so:

1. The City can be advised what NCA is intending to do – vis a vis the grant monies held by them.
2. Likewise Cllr. Westlake must be kept up dated.
3. A meeting can be set up with Granted to gell terms and set them on the hunt for funding!

IH can work on these issues in the period up to Xmas.

Ian Harrison

6th Aug. 2013

CONSTITUTION OF THE NEWTOWN COMMUNITY ASSOCIATION (EXETER, DEVON)

adopted on theday of2013

1. NAME

The name of the charity shall be the [Newtown Community Association \(Exeter, Devon\)](#) (hereinafter called "the Association").

2. OBJECTS

The objects of the Association are to:

- (a) promote the benefit of the inhabitants of the area of benefit without distinction of sex, sexual orientation, nationality, age, disability, race or of political, religious or other opinions by associating together the said inhabitants and the statutory authorities, voluntary and other organisations in a common effort to advance education and to provide facilities in the interests of social welfare for recreation and leisure time occupation with the object of improving the conditions of life for the said inhabitants;
- (b) establish, or to secure the establishment, of a Community Centre (hereinafter called "the Centre") and to maintain and manage the same (whether alone or in co-operation with any statutory authority or other person or body) in furtherance of the above objects;
- (c) promote such other charitable purposes as may from time to time be determined [by majority vote of the Management Committee of the Association](#),

The Association shall be non-party in politics and non-sectarian in religion. The area of benefit shall be the [electoral ward of Newtown, Exeter, Devon, UK](#).

3. POWERS

In furtherance of the said objects, but not otherwise, the Association, [by majority vote of its Management Committee](#), shall have power to:

- (a) co-operate with other voluntary organisations, statutory authorities and individuals;
- (b) establish or support a local forum of representatives of community groups, voluntary organisations; statutory authorities and individuals involved in community work;
- (c) promote and develop or to assist in the promotion and development of community organisations and community social enterprises in the area of benefit;
- (d) acquire and distribute funds and to assist in the provision of grants to community organisations in the area of benefit;
- (e) arrange and provide for, either alone or with others, the holding of exhibitions, meetings, lectures, classes, seminars or training courses, and all forms of recreational and other leisure-time activities;
- (f) collect and disseminate information on all matters relating to its objects, and to exchange such information with other bodies having similar objects whether in the United Kingdom or

elsewhere;

- (g) write, print or publish, in whatever form, such papers, books, periodicals, pamphlets or other documents, including films and recorded material, as shall further its objects, and to issue or circulate the same whether for payment or otherwise;
- (h) purchase, take on lease or in exchange, hire or otherwise lawfully acquire such property or other rights and privileges as may be necessary for the promotion of its objects, and to construct, maintain or alter the same, SUBJECT TO the provisions of Clause 17 hereof;
- (i) make regulations for the proper supervision, control and management of any property which may be so acquired;
- (j) sell, let, dispose of or turn to account all or any of its property or assets SUBJECT TO such consents as may be required by law;
- (k) raise funds and invite or receive donations and contributions, whether by subscription or otherwise, PROVIDED THAT the Association shall not undertake any substantial trading activities except as allowed under current charity law and shall take all reasonable steps to ensure that no trading income is liable to tax;
- (l) support any charitable trusts, associations or institutions formed for all or any of the objects [of the Association](#);
- (m) receive money on deposit or loan or overdraft, in such manner as the Association may think fit, SUBJECT TO such consents or on such conditions as may be required by law;
- (n) invest money not immediately required for its objects in or upon such investments, securities or property as the Association may think fit, SUBJECT NEVERTHELESS to such conditions (if any) as may for the time being be imposed by law;
- (o) borrow money, and SUBJECT TO such consents as may be required by law, to charge all or any of the property of the Association with the repayment of money so borrowed;
- (p) subject to clause 13 hereof, employ such persons as are necessary for the proper pursuit of the objects and make all reasonable and necessary provision for the payment of pensions and superannuation for staff and their dependants;
- (q) remunerate any member of the Management Committee for services rendered to the Association PROVIDED THAT:
 - i) such member shall not be present at or take part in any discussions or decision relating to such remuneration;
 - ii) any decision to remunerate such member shall be taken unanimously by the other members present and voting at the meeting at which the decision is made;
 - iii) the other members are satisfied that the level of remuneration is reasonable and proper having regard to the services rendered by such members to the Association;
 - iv) the other members are satisfied that the services rendered to the Association are of special value to the Association having regard to such member's ability, qualifications, or experience and/or to the level of remuneration for which he/she has agreed to provide them;
 - v) the number of such members for the time being in receipt of remuneration shall not

exceed a minority of members of the Management Committee.

- (r) insure and arrange insurance cover and to indemnify its employees and voluntary workers from and against all such risks incurred in the course of the performance of their duties as may be thought fit;
- (s) provide indemnity insurance for the members of the Management Committee (or any of them) out of the funds of the Association provided any such insurance shall not extend to any claim arising from any act or omission which the members of the Management Committee (or any of them) knew to be a breach of duty or breach of trust or which was committed by members of the Management Committee (or any of them) in reckless disregard of whether it was a breach of duty or breach of trust or not;
- (t) affiliate to the National Federation of Community Organisations (Community Matters) and to any local federation or other organisations with similar charitable objects;
- (u) do all such other lawful things as shall further the charitable objects of the Association.

4. MEMBERSHIP

- (a) Membership shall be open, irrespective of sex, sexual orientation, nationality, age, disability and race or of political, religious or other opinions to:
 - (i) individuals aged eighteen years or over:
 - (a) who live within the area of benefit, who shall be known as Individual Members;
 - (b) who live outside the area of benefit, who shall be known as Associate Members, and who may attend as observers but who shall not have the right to vote at General Meetings of the Association, provided that they shall have power to elect **ONE** of their number to vote on their behalf at General Meetings.
 - (ii) individuals aged under eighteen years, whether living within or outside the area of benefit, who shall be known as Junior Members and who may be admitted to membership subject to such conditions as the Management Committee may decide. They shall have the power to elect two of their number to represent them, without the right to vote, at meetings of the Management Committee. Any Junior Member may attend General Meetings as observers, but shall not have the right to vote.
 - (iii) associations and organisations, whether corporate or unincorporated, (and including branches of national or international organisations) which operate solely or in part within the area of benefit, are voluntary or non-profit-distributing, and which wish to support the objects of the Association, which shall be known as Affiliated Groups;
 - (iv) the **appropriate members of** Statutory Authorities in whose administrative area the area of benefit lies (**ie: the Statutory Authorities' elected Councillor(s) in that area.**)
- (b) Each member organisation as set out in Clause 4 (a)(iii) **and (iv)** above and each Section established in accordance with Clause 6 below shall nominate one individual person being

a member thereof to vote on its behalf at General Meetings of the Association; and may nominate an alternate being a member thereof to replace him/her at such meetings if the nominee is unable to attend. In the event of such individual person resigning or leaving the member organisation he or she shall forthwith cease to be the nominee thereof. The member organisation providing shall have the right to nominate a replacement, provided always that the member organisation or Section concerned as set out in this clause have first informed the Secretary of the Association in writing.

- (c) individual members admitted under Clause 4(a) (i) (a) or nominated under Clause 4(a) (i) (b), and Clause 4 (b) shall hereinafter referred to as 'members with provisional power to vote' the 'provision' being that each individual member, the association or organisation or Section as defined herein, have met the necessary requirements of Clause 4(b).
- (d) The Secretary of the Association shall keep a register of all its members' names and addresses who are required to pay a subscription in accordance with Clause 5 hereof (hereafter known as the Subscription Register) and a record of any subscriptions paid. Those members recorded in the register of members required to pay subscriptions plus those defined in Clause 4(a)(i)(a) no less than twenty one days prior to the Annual General Meeting shall have the power to vote.

5. SUBSCRIPTIONS

Members shall pay such subscriptions as the Management Committee may from time to time determine, once in each period between Annual General Meetings and upon being required to do so shall be so informed by the Secretary of the Association.

6. REGULAR ACTIVITIES

The Management Committee may form such permanent or temporary sub-committees as are necessary for the management of regular activities in the Centre. The Management Committee shall determine the composition and terms of reference of such sub-committees in accordance with Clause 11.

7. RESIGNATION AND TERMINATION OF MEMBERSHIP

- (a) Any member of the Association may resign his/her membership and any representative of a member organisation or Section may resign such position, by giving to the Secretary of the Association written notice to that effect.
- (b) The Management Committee may, by resolution passed at a meeting thereof, terminate or suspend the membership of any member, if in its opinion, his/her conduct is prejudicial to the interests and objects of the Association, PROVIDED THAT the individual member or representative of the member organisation (as the case may be) shall have the right to be heard by the Management Committee before the final decision is made. There shall be a right of appeal to an independent arbitrator appointed by mutual agreement.

8. GENERAL MEETINGS OF THE ASSOCIATION

(a) Annual General Meetings:

Once in each calendar year an Annual General Meeting of the Association shall be held at such time and place as the Management Committee shall determine, being not more than fifteen months after the adoption of this constitution and thereafter the holding

of the preceding Annual General Meeting. The Secretary shall give at least twenty-one clear days' notice of the Annual General Meeting to members who are on the subscription register and also advertised by means of a prominent Newspaper story or a paid 'special' Paid Advertisement in a newspaper circulating in the area of benefit. The current Chair of the Management Committee or his/her nominated person (in writing) shall be the chair of the Annual General Meeting but if the nominated person and the current Chair of the Management Committee is not present, before any business is transacted, the persons present shall appoint a chair of the meeting.

The business of each Annual General Meeting shall be:

- to receive the Annual Report of the Management Committee (the preparation and presentation of which may be delegated by majority vote of the Management Committee to the Secretary of the Association). This gives an account of the work of the Association and its activities during the preceding period since the last Annual General Meeting, and;
- to receive the Report of the Treasurer of the Association (the preparation and presentation of which may be delegated by majority vote of the Management Committee Accounts of the Association to the Secretary of the Association, by being incorporated into his/her Report as detailed above). This shall give an account of the movement of all funds and financial instruments of the Association for the preceding period since the last Annual General Meeting, and;
- to elect the Honorary Officers of the Association in accordance with Clause 9 hereof;
- to elect members to serve on the Management Committee, in accordance with Clause 10 (a) (ii) hereof;
- to appoint one or more qualified auditors or independent examiners for the coming year to audit or examine the accounts of the Association in accordance with the Charities Act 1993 (or any statutory modification or re-enactment of that Act);
- to consider any other business of which due notice has to be given.

(b) **Special General Meetings:**

The Chair of the Management Committee may at any time at his/her discretion and the Secretary shall within twenty eight days of receiving a written request so to do signed by not less than three members with power to vote and giving reasons for the request, call a Special General Meeting of the Association to consider the business specified on the notice of meeting and for no other purpose. The Secretary shall give at least fourteen clear days notice of the Special General Meeting individually to members or posted in a conspicuous place or places in the area of benefit and/or advertised in a newspaper circulating in the area of benefit.

The Chair of the Management Committee shall act as chair of the Special Meeting. If both the Chair and the Vice Chair are absent from any meeting, the members present shall choose one of their number to chair of the meeting before any other business is transacted.

(c) **Forum:**

- (i) In addition to Annual General Meetings the Management Committee shall convene at least one open meeting in each calendar year as a consultative forum of

representatives of all groups/organisations/agencies which use the Centre or are active in the area of benefit (including non-member organisations) (hereinafter called "Stakeholders"). The Management Committee shall, except in the case of emergency, give not less than seven clear days notice of such open meeting to Stakeholders which notice shall be posted in a conspicuous place or places in the area of benefit and/or advertised in a newspaper circulating in the area of benefit;

- (ii) Stakeholders attending any such meeting shall constitute the forum ("Forum"). The Forum is the process by which Stakeholders may raise and discuss amongst themselves and members of the Association issues that affect the area of benefit and/or the running or use of the Centre. The Forum may also be used for the giving of a report from the Management Committee on policies and procedures connected with the use of the Centre and reports from Stakeholders. Any proposal arising from discussion at the meeting concerning the use of the Centre shall be referred to the next meeting of the Management Committee;
- (iii) The Chair of the Management Committee shall normally chair the meeting but in his/her absence or if the Forum decides otherwise those present shall elect one of their number to take the chair.

9. HONORARY OFFICERS

- (a) Only members of the Association aged eighteen years and over shall be eligible to serve as Honorary Officers.
- (b) The members with the power to vote present at the Annual General Meeting shall elect a Treasurer and Secretary of the Association and such other Honorary Officers as the Association may from time to time decide who shall serve in their respective capacities as Honorary Officers of the Management Committee. Such Honorary Officers may be appointed as members of any sub-committee established in accordance with Clause 11 hereof.
- (c) At its first meeting after the Annual General Meeting the Management Committee shall elect from among its members a Chair and Vice Chair. Such Honorary Officers may be appointed as members of any sub-committee established in accordance with Clause 11 hereof.
- (d) An Honorary Officer shall cease to hold office if he/she notifies the Secretary of the Association in writing of his/her resignation.
- (e) If a vacancy occurs by death, resignation or disqualification among the Honorary Officers of the Association, the Management Committee shall have the power to fill it from among its members.
- (f) Subject to sub-clause (d) of this clause, all Honorary Officers shall hold office until the conclusion of the next Annual General Meeting of the Association and shall be eligible for re-election.

10. THE MANAGEMENT COMMITTEE

The policy and general management of the affairs of the Association shall be directed by the Management Committee which shall hold at least four ordinary meetings each calendar year. A special meeting may be called at any time by the Chair or by any two members of the Management Committee upon not less than four clear days notice being given to the other

members of the Management Committee of the matters to be discussed but if the matters include an appointment of a co-opted member then not less than twenty one clear days notice must be given. As the charity trustees, the Management Committee shall have power to enter into contracts for the purposes of the Association on behalf of all members and may exercise on behalf of the Association any or all of the powers enumerated in Clause 3 hereof.

- (a) The Management Committee shall consist of:
- (i) the Honorary Officers elected under Clause 9 hereof;
 - (ii) up to **an additional two** individuals **representing the Community of Newtown** elected by the members with the power to vote present at the Annual General Meeting;
 - (iii) persons co-opted individually by the Management Committee who shall serve on the Management Committee until the conclusion of the next Annual General Meeting PROVIDED THAT the number of co-opted members shall not exceed one quarter of the total number of members elected and appointed to the Management Committee in accordance with the provisions of this sub-clause and enumerated above.
- (b) The Chair of the Management Committee shall act as chair at meetings of the Management Committee. If both the Chair and the Vice Chair are absent from the meeting, the members present shall choose one of their number to be chair of the meeting before any other business is transacted.
- (c) All members of the Management Committee shall retire from office at the conclusion of the Annual General Meeting next after the date at which they came into office but they may be re-elected or re-appointed.
- (d) If casual vacancies occur among the elected members of the Management Committee it shall have power to fill these from among the members of the Association.
- (e) The proceedings of the Management Committee shall not be invalidated by any failure to elect or any defect in the election, co-option or qualification of any member.
- (f) A member of the Management Committee shall cease to hold office if he or she:-
- (i) is disqualified from holding office by virtue of section 72 of the Charities Act 1993 (or any statutory modification or re-enactment of that provision) or
 - (ii) becomes incapable by reason of mental disorder, illness or injury of managing his or her own affairs, or
 - (iii) is absent without the permission of the Management Committee from all its meetings held within a period of six months and the Management Committee resolves that he/she shall cease to hold office, or
 - (iv) notifies the Management Committee in writing of his/her resignation (PROVIDED THAT at least three members of the Management Committee will remain in office when the notice of resignation is to take effect).

The provisions of paragraphs (i) and (ii) of this sub-clause also apply to any individual holding trustee who may be appointed in accordance with Clause 17(a) below.

- (g) Each member of the Management Committee, upon election or co-option to the Management Committee, shall receive a copy of the Association's constitution. No person

shall be entitled to act as a member of the Management Committee, following election, re-election or co-option, until they have signed in the minute book of the Management Committee or otherwise a declaration of acceptance and willingness to act as a charity trustee of the Association.

- (h) No persons under the age of eighteen shall be members of the Management Committee but such persons may be invited to attend meetings without the right to vote.

11. SUB-COMMITTEES

The Management Committee may appoint one or more sub-committees for supervising or performing any activity or service. In each such case:-

- (a) the Management Committee shall define the terms and reference of the sub-committee and may also determine its composition and the duration of its activities;
- (b) all acts and proceedings of the sub-committees shall be reported as soon as possible to the Management Committee.

12. MANAGEMENT COMMITTEE MEMBERS NOT TO BE PERSONALLY INTERESTED

Except as provided in sub-clauses 3 (q) and 3 (s):

- (a) no member of the Management Committee (otherwise than as a trustee for the Association) shall acquire any interest in property belonging to the Association;
- (b) no member of the Management Committee (otherwise than as a members of the Management Committee) shall be interested in any contract entered into by the Management Committee;
- (c) no member of the Management Committee shall receive remuneration.

13. PAID EMPLOYEES

- (a) Management Committee shall have the sole right in exercise of the power conferred by Clause 3 (p) hereof of appointing, dismissing, and determining the terms and conditions of service of all employees of the Association;
- (b) An employee of the Association staff shall not be eligible to be a member of the Management Committee, any section committee or any sub-committee of the Association, but may be invited to attend such committees as a non-voting adviser.

14. RULES OF PROCEDURE AT ALL MEETINGS

- (a) **Voting:**
Subject to the provisions of Clause 22, all questions arising at a meeting of the Association, the Management Committee or one of its sub-committees shall be decided by a simple majority of those present and voting. Each member shall have one vote and in case of an equality of votes the chair shall have a casting vote in addition to any other vote he or she may have.

(b) **Quorum:**

- (i) Committee Meetings: **one half** of the members, **of the committee**, shall form a quorum at meetings of the Management Committee and sub-committees of the Association.
- (ii) General Meetings: **twenty members** with power to vote shall form a quorum at General Meetings of the Association. In the event that no quorum is present at an Annual General Meeting of the Association, or the meeting has to be abandoned, the meeting shall stand adjourned and be reconvened fourteen days later, and those members with power to vote present at that meeting shall be deemed to form a quorum.

(c) **Minutes:**

Signed minutes shall be kept by the Association and all its committees and the respective Secretary shall enter therein a record of all proceedings and resolutions.

15. STANDING ORDERS AND RULES FOR THE USE OF THE CENTRE

The Management Committee shall have power to adopt and issue Standing Orders and/or Rules for the conduct of Association business and/or Rules for the use of the Centre. Such Standing Orders and Rules shall come into operation immediately, provided always that they shall be subject to review by the Annual General Meeting and shall be consistent with the provisions of this constitution.

16. FINANCE

- (a) All money raised by or on behalf of the Association shall be applied to further the objects of the Association and for no other purpose, PROVIDED THAT nothing herein contained shall prevent the payment in good faith of reasonable and proper remuneration to any employee of the Association or the repayment of reasonable out-of-pocket expenses incurred on behalf of the Association by employees and volunteers.
- (b) An account shall be opened in the name of the Association at such a bank or such other financial institution as the Management Committee shall from time to time decide. The Management Committee shall authorise in writing the Treasurer, the Secretary of the Association and two member of the Management Committee to sign cheques on behalf of the Association. All cheques must be signed by not less than two of the four authorised signatories.
- (c) The Honorary Treasurer shall keep proper accounts of the finances of the Association.

17. TRUST PROPERTY

(a) **Land and Buildings:**

Subject to the provisions of sub-clause (b) of this clause, the Management Committee shall cause the title of all land (which is not vested in the Official Custodian for Charities) and all investments held by or in trust for the Association to be vested in either a corporation entitled to act as custodian trustee or in not less than three nor more than our named individuals (not being members of the Management Committee) appointed by the Management Committee as holding trustees. Holding trustees shall act in accordance with the lawful directions of the Management Committee. Provided that they act only in accordance with such lawful directions, holding trustees shall not be liable for

the acts and defaults of the members of the Management Committee. Holding trustees may be removed by the Management Committee at its pleasure and shall otherwise cease to hold office in accordance with the provisions of Clause 10(f) above.

(b) **Investments:**

If a corporation entitled to act as custodian trustee has not been appointed to hold the property of the Association, the Management Committee may permit any investments held by or in trust for the Association to be held in the name of a clearing bank, trust corporation or any stockbroking company which is a members of the International Stock Exchange (or any subsidiary of any stockbroking company) as nominee for the Management Committee and may pay such nominee reasonable and proper remuneration for acting as such.

18. ACCOUNTS

The Management Committee shall comply with its obligations under the Charities Act 1993 (or any statutory modification or re-enactment of that Act) with respect to:

- (a) The keeping of accounting records for the Association;
- (b) the preparation of annual statements of the accounts for the Association;
- (c) the auditing or independent examination of the statements of account of the Association;
- (d) the transmission of the statements of accounts to the Charity Commission for England and Wales.

19. ANNUAL REPORT AND RETURNS

The Management Committee shall comply with its obligations under the Charities Act 1993 (or any statutory modification or re-enactment of that Act) with respect to the preparation of an annual report and an annual return and their transmission to the Charity Commissioners for England and Wales.

20. LIABILITY AND INDEMNITY

- (a) In the execution of the trusts hereof no member of the Management Committee shall be liable:
 - (i) for any loss to the property of the Association by reason of any improper investment made in good faith (so long as he/she shall have sought professional advice before making such investment); or
 - (ii) for the negligence or fraud of any agent employed by him/her or by any other members of the Management Committee in good faith (provided reasonable supervision shall have been exercised); and
 - (iii) no member of the Management Committee shall be liable by reason of any mistake or omission made in good faith by any member of the Management Committee other than wilful and individual fraud, wrongdoing or wrongful omission on the part of the

member who is sought to be made liable.

- (b) Every member of the Management Committee and other officer, auditor or Independent Examiner of the Association shall be indemnified out of the assets of the Association against any liability incurred by him or her in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Association.

21. DISSOLUTION

If the Management Committee by a simple majority decides at any time that on the ground of expense or otherwise it is necessary or advisable to dissolve the Association it shall call a meeting of all members with power to vote and of the inhabitants of the area of benefit of the age of eighteen years and upwards of which meeting not less than twenty one clear days notice (stating the terms of the resolution to be proposed thereat) shall be posted in a conspicuous place or places in the area of benefit and mentioned in a newspaper circulating in the area of benefit and given in writing to the Director of the National Federation of Community Organisations (Community Matters). If such decision shall be confirmed by a simple majority vote of those present at such meeting the Management Committee shall have power to dispose of any assets held by or in the name of the Association.

Any assets remaining after the satisfaction of any proper debts and liabilities shall be transferred to any charity or charities with similar charitable purposes to those of the Association to be used for the benefit of the inhabitants of the area of benefit as the Management Committee may decide subject to the prior approval in writing of the Charity Commission for England and Wales, or other authority having charitable jurisdiction. The Management Committee shall notify the Charity Commission promptly of the decision to dissolve the Association and, if obliged to do so, send to it a copy of the Association's final accounts.

22. ALTERATIONS TO THE CONSTITUTION

Any proposal to alter this constitution must be delivered in writing to the Secretary of the Association not less than twenty eight days before the date of the meeting at which it is first to be considered. Any alteration will require the approval of both:

- (a) a simple majority of members of the Management Committee present and voting at a Management Committee meeting.
- b) a two-thirds majority of members with power to vote present and voting at a General Meeting.

At least fourteen clear days' notice shall be posted in a conspicuous place in the area of benefit and advertised in a newspaper circulating in the area of benefit, stating the wording of the proposed alteration.

No alteration should be made to this constitution which would cause the Association to cease to be a charity at law. No alteration to Clause 1 (Name), Clause 2 (Objects), Clause 12 (Personal Interests), Clause 21 (Dissolution) or to this Clause shall take effect until the approval in writing of the Charity Commissioners or other authority having charitable jurisdiction shall have been obtained.

This Constitution was adopted, pursuant to Clause 14 of the constitution adopted on *30th Sept 1987, at a General Meeting of the Association held on2013, having been approved at a Management Committee meeting held on 10th August 2013.

Signed

..... Secretary of the Association

Chair of the meeting

* Insert here the date on which the previous constitution was adopted.