

**CULLOMPTON COMMUNITY ASSOCIATION (CCA)**

**CONSTITUTION**

DATED May 15<sup>th</sup> 2013

## 1. NAME

The name of the Association shall be **Cullompton Community Association** (hereinafter called '**The Association**' or the '**CCA**')

## 2. OBJECTS

The Objects of the Association shall be:

- (a) To promote the benefit of the inhabitants of Cullompton and the neighbourhood (hereinafter called 'the area of benefit') without distinction of sex, sexual orientation, race or of political, religious or other opinions, by associating together the said inhabitants and the local 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) To acquire and safeguard on behalf of the area of benefit, any assets which enable Object 2(a) to be promoted.

The Association shall be non-party and non-sectarian in religion.

## 3. POWERS

In furtherance of the said Objects, but not otherwise, the Association shall have the power to:

- (a) bring together in conference representatives of voluntary organisations, Government departments, statutory authorities and individuals;
- (b) 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;
- (c) 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;
- (d) 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;
- (e) 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 Clause 4 hereof;
- (f) make regulations for the proper supervision, control and management of any property which may be so acquired;
- (g) sell, let, mortgage, charge, dispose of, or turn to account all or any of its property or assets, SUBJECT to such consents as may be required by law;
- (h) raise funds and invite or receive donations and contributions, whether by subscription or otherwise PROVIDED THAT the Association shall not undertake or in any way engage in any permanent trading activities (of stocks and shares) in raising funds for its charitable objects;

- (l) receive money on deposit or loan, in such manner as the Association may think fit, SUBJECT to such consents or on such conditions as may be required by law;
- (j) invest money not immediately required for its objects in or upon such investments, securities or property as the Association may think fit, SUBJECT to such conditions (if any) may for the time being be imposed by law;
- (k) affiliate to the National Federation of Community Associations and to other organisations with similar charitable objects;
- (l) do such all other lawful things as shall further the charitable Objects of the Association.

#### 4. MEMBERSHIP

- (a) Membership shall be open, irrespective of sex, sexual orientation, political opinion, nationality, religion or race to:
  - (i) individuals aged eighteen years or over and who live within the area of benefit;
  - (ii) individuals aged under eighteen years may be admitted into Junior Membership as and when, and subject to such conditions as the council may decide. Junior Members shall not have the right to vote at General Meetings of the Association except as set out in Clause 4(d);

PROVIDED THAT all members of whatever classes above shall be resident within the area of benefit which for these purposes shall at the date of this Constitution be defined as the Administrative Area of the Parish of Cullompton.

- (iii) associations and organisations, whether corporate or otherwise, and whether local, national, or international, which are voluntary or non profit-distributing, and which wish to support or further the objects of the Association, which shall be known as Affiliated Groups;
  - (iv) the Statutory Authorities in whose administrative area the area of benefit lies;
- (b) Sections shall be such groups of individual members as may, with the permission of the Council (hereinafter mentioned), be formed within the Association for the furtherance of common activities. The Council shall determine the terms of reference and powers of each such Section and may also determine the duration of its activities.
- (c) Each member organisation as set out in Clause (a) (iii) and (iv) and each Section established in accordance with Clause (b) shall appoint one individual person to represent it and vote on its behalf at meetings of the Council and at General Meetings of the Association. In the event of such individual person resigning or otherwise leaving an organisation he or she shall forthwith cease to be a representative thereof, the organisation concerned shall have the right to appoint a new representative, informing the Secretary in writing.
- (d) Junior members shall be entitled to form a Section under the provisions of Clause (b) and to appoint a representative of such Section to attend and vote at Council Meetings, in accordance with clause 7(d). Junior members may also be appointed a representative of a member organisation and attend and vote at Council Meetings in accordance with Clauses 4(c) and 7(d).

## 5. SUBSCRIPTIONS

All individual members and affiliated groups shall pay such subscriptions as the Council may from time to time determine.

## 6. TERMINATION OF MEMBERSHIP

The Council may, by resolution passed at a meeting thereof, terminate or suspend the membership of any person or group for non-payment of subscription; or, if in its opinion, such person or group has been guilty of conduct prejudicial to the Association or its Objects, provided that the person or the individual representing the group shall have the right to be heard by the Council before the final decision is made. There shall be a right of appeal to an independent arbitrator appointed by mutual agreement.

## 7. THE CCA COUNCIL AND COMMITTEES

Subject as hereinafter mentioned the policy and general management of the affairs of the Association shall be directed by a Council which shall meet not less than two times a year.

(a) The Council shall consist of:

(i) The Honorary Officers elected under clause 8 hereof.

(ii) One representative appointed by each

- (a) Affiliated group
- (b) Section
- (c) Statutory Authority

in accordance with Clause 4(c) hereof.

(iii) Nine (9) representatives of individual members, or such larger number as shall be equal to the number of council members appointed in accordance with sub-clause (a)(ii) above. Representatives of individual members shall be elected among and by themselves at the Annual General Meeting.

Each member of the CCA Council over the age of 18 shall be Charity Trustees for the purposes of the Charities Acts.

If casual vacancies occur among the elected members of the Council, it shall have power to fill these from amongst the members of the Association. Any person appointed to fill a casual vacancy shall hold office until the next Annual General Meeting of the Association and shall be eligible for election at that meeting.

(iv) In addition to the members so elected and those serving by virtue of Clauses 8 and 4(c) hereof the council may co-opt individually up to four further persons, whether members of the Association or not, who shall serve on the council without power to vote, 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 council in accordance with sub-clause (a) (i), (ii) and (iii) of this clause.

(b) The proceedings of the Council shall not be invalidated by any failure to elect or any defect in the election, appointment, co-option or qualification of any member.

(c) The Council may appoint such special or standing committee as may be deemed necessary by the Council and shall determine their terms of reference, powers, duration

and composition. All acts and proceedings of such special or standing committees shall be reported back to the Council as soon as possible. Any committee so appointed may be dissolved at any time, contingent upon a resolution having been passed by the Council, at a meeting.

- (d) Persons under the age of 18 may be voting members of the Council or any committee, at the discretion of the relevant Chairman.
- (e) Members of the Cullompton Community Association Council, committees, or any sub-committees, must be committed to promoting the Objects of the Cullompton Community Association.

## **8. HONORARY OFFICERS**

- (a) Only members of the Association shall be eligible to serve as Honorary Officers.
- (b) At the Annual General Meeting hereinafter mentioned the Association shall elect a Chair, Vice-Chair, Treasurer and Secretary and such other honorary officers as the Association shall from time to time decide.
- (c) The Chair, Vice-Chair, Secretary and Treasurer of the Association shall be ex-officio the Chair, Vice-Chair, Secretary and Treasurer respectively of the Council. The Honorary Officers may be appointed members of such special or standing committees as are appointed in accordance with Clause 7 (c) hereof.
- (d) If a vacancy occurs among the Honorary Officers, the Council shall have the power to fill it from among its members. Any person appointed to fill such a casual vacancy shall hold office until conclusion of the next Annual General Meeting of the Association and shall be eligible for election at that meeting.

## **9. PAID OFFICERS**

- (a) The Council may appoint and dismiss such staff as it may from time to time determine, and shall fix the amount of any remuneration to be paid and the terms and conditions of employment.
- (b) A member of the Association's staff shall not be eligible to be a member of a committee of the Association, but may be invited to attend such committees as a non-voting adviser.

## **10. GENERAL MEETINGS OF THE ASSOCIATION**

- (a) Annual General Meetings: Once in each year an Annual General Meeting of the Association shall be held at such time and place as the Council shall determine, being not more than fifteen months after the holding of the preceding Annual General Meeting, or the adoption of this constitution. At least 21 days notice shall be given by the Secretary to members.

The business of each Annual General Meeting shall be:

- (i) to consider the Annual Report of the Council on the work of the Association and its activities during the preceding year;
- (ii) to approve the accounts of the Association;
- (iii) to elect the Officers of the Association in accordance with Clause 8 hereof;

- (iv) to elect representatives of Individual Members to serve on the council, in accordance with Clause 7 (a) (iii) hereof;
  - (v) to note the appointment of Affiliate Group representative members of the Council:
  - (vi) to appoint an independent inspector or independent inspectors for the coming Year;
  - (vii) to consider and vote on proposals to alter this constitution in accordance with Clause 1.6 hereof;
  - (viii) to consider any other business of which due notice has been given.
- (b) The Chair of the Council may at any time at his/her discretion, 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 also call a Special General Meeting within 2 days of receiving a written request so to do signed by not less than twenty members, whether individual or representative and giving valid reasons for the request. Such a meeting will consider the business specified on the notice of meeting and no other purpose.

## **11. RULES OF PROCEDURE AT ALL MEETINGS**

### **(a) Voting**

- (i) Subject to the provisions of Clause 16 and except as provided in subparagraph (ii) below, all questions arising at any meeting shall be decided by a simple majority of those present and entitled to vote thereat. No member shall exercise more than one vote notwithstanding that he or she may have been appointed to represent two or more interests, but in case of an equality of votes the Chair shall have a second or casting vote.
- (ii) For the purposes of meetings of the Association and without prejudice to the position of the Trustees at law all issues arising at any meeting which relate to the acquisition or disposal of property shall be decided by a seventy-five percent vote of those present and entitled to vote thereat.

### **(b) Quorum**

- (i) Council/Committee Meetings: one third of the members shall form a quorum at meetings of the Council and all other committees, with the exception of the Executive Committee (if constituted) which shall be quorate when at least three Honorary Officers are present.
- (ii) General Meetings: twenty five members or one third of the members, whichever is the less, 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, the meeting shall stand adjourned and be reconvened fourteen days later, and those members present at that meeting shall be deemed to form a quorum.

### **(c) Minutes**

Minute books shall be kept by the Association, the Council and all other committees and the appropriate Secretary shall enter therein a record of all proceedings and resolutions

## **12. 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.
- (b) The Honorary Treasurer shall keep proper accounts of the finances of the Association.
- (c) The accounts shall be inspected at least once a year by the independent inspector appointed at the Annual General Meeting.
- (d) An independent statement of accounts for the last financial year shall be submitted by the council to the Annual General Meeting as aforesaid.
- (e) An account shall be opened in the name of the Association with such financial institution as the Council shall from time to time decide. The Council shall authorise in writing the Treasurer, the secretary of the Association and two members of the Council to sign cheques on behalf of the Association. All cheques must be signed by not less than two of the four authorised signatories.

## **13. TRUST PROPERTY**

The Council may appoint a custodian trustee, or a trust corporation, of not less than three or more than four named individuals, to hold any real or personal property held by or in trust for the Association. In the event of the resignation, death or disqualification (by virtue of Section 15 below) of an individual trustee, the Council shall be empowered to appoint a replacement.

## **14. CHARITY TRUSTEES**

No person shall be eligible to be a Charity Trustee or a Holding Trustee if:

- (a) He has been convicted of an offence involving dishonesty or deception.
- (b) He has been adjudicated bankrupt.
- (c) He has made a composition with his creditors and has not been discharged.
- (d) He has been removed from office by the Commissioners.
- (e) If he is disqualified from acting as a director of a company by an order made under the Company Directors' Disqualification Act 1986.
- (f) He is under the age of 18 years.

Charity and Holding Trustees are required to sign a Declaration to the effect that they are eligible to be a Trustee and a failure to do so will be grounds for immediate removal as a Holding Trustee or as a Member of the Council or Executive Committee, as applicable.

The Association will not hold Charity Trustees personally liable for breach of trust, unless the breach of trust occurs as a result of wilful and individual fraud or wrongdoing or wrongful omission on the part of the Trustee, as Charity Trustee.

A person shall cease to be a Charity Trustee if they are no longer a member of the CCA Council or Executive Committee, as applicable, provided that the CCA Council is still in existence and is constituted in accordance with section 7.

The Association may provide Trustee Indemnity Insurance following the passing of a resolution to do so by the CCA Council or Executive Committee, as applicable.

## 15. DISSOLUTION

The Council may at any time by a simple majority, decide that, on the ground of expense or otherwise, it is necessary or advisable to dissolve the Association. If it does so, it shall call a meeting of all members of the Association who have the power to vote and of all the inhabitants of the area of benefit of the age of eighteen years and upwards. Notice of the meeting will be given, with not less 28 days' notice, stating the terms of the resolution to be proposed thereat and such notice shall be posted in a conspicuous place (or places) in the area of benefit; advertised in a newspaper circulating in the area of benefit; given in writing to the Charity Commissioners for England and Wales and the Director of the National Federation of Community Organisations.

If such decision shall be confirmed by a simple majority of those present and voting at such meetings, the Council shall have power to request the Trustees to dispose of such assets as are held by or in the name of the Association. Any assets remaining after the satisfaction of any proper debts and liabilities shall be applied towards such charitable purposes for the benefit of the inhabitants of the area of benefit as the Council may decide and as may be approved by the Charity Commissioners for England and Wales, or other authority having charitable jurisdiction.

## 16. ALTERATIONS TO THE CONSTITUTION

Any proposal to alter this constitution must be delivered in writing to the Secretary of the Association not less than 28 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 Council present and voting at a Council meeting;
- (b) a two-thirds majority of individual members and representatives of the Affiliated Groups and Sections of the Association present and voting at a General Meeting.

Notice of each such meeting must have been given in accordance with normal procedure, but not less than 14 clear days prior to the meeting in question and giving the wording of the proposed alteration.

No alteration to Clause 2 (Objects), Clause 15 (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, and no alteration shall be made to this constitution which would cause the Association to cease to be a charity of law.

This Constitution was adopted as the Constitution of the Cullompton Community Association at a Public Meeting duly convened at The Hayridge Centre, Cullompton on 15<sup>th</sup> May 2013.

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Ashley WILCE, Chairman

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