

The Constitution of Waterbeach After School Play Scheme

1. Name

The name of the Association shall be Waterbeach After School Play Scheme (hereafter called "the Group").

2. Objects

The objects of the Group shall be:

- a) to provide the necessary facilities for the daily care, recreation and education of children during out of school hours and school holidays;
- b) to advance the education and training of the persons in the provision of such care, education and recreational facilities.

3. Powers

The furtherance of the said objects but not further or otherwise the Group shall have the following powers:

- a) to raise funds and apply for, invite, obtain, collect and receive contributions from any other person or persons whatsoever by way of subscription, donation, grant, legacy and otherwise; provided that the Group shall not undertake any permanent trading activities in raising funds for the said objects;
- b) to employ on such terms and conditions of employment as the Group shall determine any paid or voluntary worker or workers to assist in the attainment of the said objects;
- c) to do all such other lawful things as shall further the attainment of the said objects;
- d) to set aside funds for special purposes or as reserves against future expenditure;
- e) to maintain and pay for membership of institutions, associations, or others that aid the attainment of the said objects;
- f) to insure the property and assets of the Group against any foreseeable risk and to take out other insurance policies to protect the Group as required;
- g) to provide indemnity insurance to cover the liability of the Committee members which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Group provided that any such insurance shall not extend to any claim arising from any act or omission which the Committee members knew to be a breach of trust or breach of duty or which was committed by the Committee members in reckless disregard to whether it was a breach of trust or breach of duty or not provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the Committee members in their capacity as Committee members of the Group.

4. Membership

- a) Membership of the group is divided into two kinds:
 - i. Family Membership - membership shall be open to all parents or guardians on the attendance register of the Group who wish to support the objects of the Group. Each family holding Family Membership counts as one Member of the Group and are entitle to one vote at any General Meeting of the Group;
 - ii. Affiliate Membership - membership shall be open to other persons who are interested in furthering the work of the Group. Affiliate Members may join at any time with the agreement of the Committee and subject to paying the Group subscription if any. An Affiliate Member is entitled to one vote at any General Meeting of the Group.

- b) Every member shall subscribe to the Group such annual sum (if any) for the next financial year as shall be determined at the Annual General Meeting hereinafter mentioned and the words "financial year" shall mean the period September 1st to August 31st inclusive.

- c) Membership of the group will cease if the Member concerned:
 - i. fails to pay the membership subscription (if any) within two months from the date on which it is due;
 - ii. child or children, of a Family Member, cease(s) to attend any of the activities run by the Group; in this case, membership will terminate at the end of the following academic term;
 - iii. is an Affiliate Member who does not renew his membership, via written express of interest, within two months of an Annual General Meeting of the Group; the Committee shall give the Member a written reminder for renewal at the Annual General Meeting of the Group, or within 14 days following this;
 - iv. gives written notice of resignation to the Group;
 - v. dies;
 - vi. is removed from membership for good and sufficient reason provided that the Member concerned shall have the right to be heard by the Committee before final decision is made.

- d) Membership of the Group is not transferable.

- e) Membership status may change from Family to Affiliate if the Member's circumstances change during the year.

5. Committee

- a) Save as otherwise herein provided, the policy and general management of the affairs of the Group shall be directed by the Committee hereinafter constituted. The Committee members are also the charity trustees of the Group.

- b) The Committee shall consist of:
 - i. a Chair, a Treasurer, and a Secretary ("the Officers") and
 - ii. not less than two nor more than eight other elected members;
 - iii. the Committee may co-opt up to 3 further Members to serve on the Committee in

an advisory capacity provided that no such co-opted member shall be entitled to vote.

- c) The members of the Committee shall hold office until the conclusion of the Annual General Meeting next after their election or co-option, as the case may be, but shall be eligible for re- election or re co-option.
- d) At the Annual General Meeting, the Group shall elect the Officers from members of the Committee.
- e) The Officers shall hold office until the conclusion of the next Annual General Meeting after their election but shall be eligible for re-election provided that no Officer shall hold office for more than three consecutive years. On the expiration of such period, two further years must elapse before any further Officer shall be eligible for re-election.
- f) Four members of the Committee (or one third the committee members for the time being - whichever is the greater, at least one shall be an Officer) shall constitute a quorum.
- g) All Members shall be eligible to stand for election to the Committee, except a Member who is a paid employee of the Group.
- h) Not less than two weeks before the date of the next Annual General Meeting of the Group each member shall be sent a form which any Member wishing to stand as a candidate for election to the Committee must complete and return to the Secretary to indicate their willingness to act as a member of the Committee if elected.
- i) At the Annual General Meeting the prospective new elected members of the Committee will be those candidates receiving the highest number of votes from the Members, up to a maximum of 11 elected Committee members in total. Candidates will need to notify their willingness to stand on the Committee to the Secretary. In the event where there are only up to 11 candidates, a vote shall not be necessary and those candidates shall constitute the Committee subject to their notification of willingness.
- j) A newly elected Committee shall choose amongst their number the three Officers at the same Annual General Meeting or, if consensus is not reached, by the next Committee meeting at the latest.
- k) The term of office of any Committee member will automatically cease if he/she:
 - i. is not re-elected;
 - ii. is disqualified under the Charities Acts from acting as a charity trustee;
 - iii. resigns (but only if at least 5 other elected members of the Committee remain in office);
 - iv. is removed by the Committee by a resolution passed by a majority of the members of the Committee on the grounds that they have acted in a way which brings the Group into disrepute or has failed to abide by the rules of the Constitution. The Committee shall produce a written notice of the misconduct

and will allow 14 days for the said member to submit a written response to the notice. The Committee will take the response into consideration before making a decision on whether or not to remove the member from the Committee.

6. Proceedings of the Committee

- a) The Committee shall meet not less than four times per year;
- b) Every issue considered at Committee meetings may be determined by a simple majority of the votes cast at the meeting.
- c) Minute books shall be kept by the Committee and the Secretary shall enter therein and record all proceedings and resolutions of the Committee. The minutes shall record:
 - i. the names of everyone present at the meeting;
 - ii. the decisions made at the meetings;
 - iii. the reasons and actions arising from the decisions; and
 - iv. any other material details regarding the meeting.
- d) A Committee member must absent himself of herself from any discussions of the Committee in which it is possible that a conflict of interest may arise between his or her duty to act solely in the interest of the Group and any personal interest in the matter under discussion and the Committee member shall take no part in any vote on the matter.

7. General Meetings

- a) An Annual General Meeting of the Group shall be held at such a time (not being more than 13 months after the holding of the preceding Annual General Meeting) and place as the Committee shall determine. All General Meetings other than the Annual General Meeting shall be Extraordinary General Meetings.
- b) The Annual General Meeting shall be chaired by the Chair and the business shall include:
 - i. the receipt of the Annual Report and the Accounts for the preceding year from the Committee;
 - ii. the appointment of an auditor or auditors;
 - iii. the election of the Officers and the members (other than co-opted members) to serve on the Committee;
 - iv. the determination of the annual membership subscription payable under 4b hereof;
 - v. the transaction of such other matters as may from time to time be necessary;
 - vi. the determination of the expenditure amount for single signatory authorisation called for in section 8g.
- c) Extraordinary General Meetings:
 - i. The Committee may at any time, and the Secretary shall within 21 days of receiving a written request to do so, signed by not less than one quarter of the members for the time being of the Group (or such other number of the Group the General Meeting may from time to time determine), and giving reasons for the

- request, call an Extraordinary General Meeting of the Group;
 - ii. Notification of a General Meeting shall be given in writing by the Secretary to all members not less than 28 days prior to the meeting.
- d) The quorum for a General Meeting shall be 10% of the total membership or 5 members, whichever is the greatest, of the Group, or such other number as the Group in a General Meeting shall from time to time determine. If fewer attend, a new meeting shall be called and a time and place determined by the Committee; if at the adjourned meeting a quorum is again not present after 30 minutes of the appointed time for the meeting then the Members present shall constitute a quorum.
- e) Save as otherwise herein provided, all questions arising at a General Meeting shall be decided by a simple majority of those present and voting thereat. A member of the Group shall be entitled to appoint a proxy who shall be a member of the Group to attend any General Meeting that she or he is unable to attend and to exercise the vote of the member in whose stead she or he is attending in addition to her or his own voter. Provided that no such entitlement shall apply in respect of clause 9 and 10 hereof. Save as foresaid, no person shall exercise more than one vote but in the case of all equality of votes the Chair, or in their absence the member elected to chair the meeting, shall have second or casting vote.

8. Finance and Accounts

- a) The Committee shall comply with their obligations under the Charities Acts with regard to the keeping of accountancy records for the Group, the auditing or independent examination of the statements of account for the Group, and the preparation and transmission to the Charity Commission of:
- i. annual reports;
 - ii. annual returns; and
 - iii. annual statements of account.

The accounting records shall, in particular, contain:

- i. entries showing all monies received and expended and the matters in respect of which the receipts and expenditures took place; and
 - ii. a record of assets held and any monies owed by the Group.
- b) All accounting records relating to the Group shall be available for inspection by any member of the Committee at any reasonable time and may be available for inspection by Members at the discretion of the Committee.
- c) At each Committee meeting, the Treasurer shall present an up to date written statement of accounts to the Committee.
- d) Funds
The funds of the Group shall be applied in furtherance of its objects and no payment shall be made to any member except for the services actually rendered and as accepted by the Committee as reasonable and proper out of pocket expenses.
- e) Bank Account
One or more bank accounts may be opened in the name of the Group with one or more banks that the Committee may from time to time determine.
- f) The Committee shall authorise in writing to the Secretary, the Chair, the Treasurer and

one other member of the Committee (not being co-opted members) to sign cheques on behalf of the Group. All cheques must normally be signed by not less than two of the three authorised signatories. Where the Group is not subject to any conditions that require two signatories, the Committee may decide to allow cheques and orders for small amounts set by the Committee to be signed by a single signatory; this amount shall be decided on a yearly basis at the Group's General Meeting.

- g) The Committee may resolve to set aside income as a reserve against future expenditure in accordance with a written reserves policy.

9. Alteration to the Constitution

No alteration or addition to this constitution shall be made except at a General Meeting or the Group called for such purpose. No alteration or addition shall be made to Clause 2, Clause 9 and Clause 10, and no alteration shall be made which would cause the Group to cease to be a charity in law. Alterations or additions to the constitution shall receive the assent of not less than two thirds of all members present and voting at a General Meeting.

10. Dissolution

The Group may be dissolved by a resolution passed by a two thirds majority of those present and voting at a special General Meeting convened for the purpose, of which 21 days' notice shall be given (to the members). Such a resolution may give instructions for the disposal of any assets held by or in the name of the Group but provided that if any property remains after the satisfaction of all debts and liabilities, such property shall not be paid to or distributed among other members of the Group, but shall be given or transferred to such other charitable institution or institutions having objects similar to some or all of the objects of the Group as the Group may determine and if and in so far as effect cannot be given to this provision, then to some other charitable purpose.

11. Indemnity

Subject to the provisions of the Charities Acts, every member of the Committee shall be indemnified out of the assets of the Group against any liability incurred by him/her in defending any proceedings, whether civil or criminal, in which judgment is given in his/her favor or in which he/she is acquitted or in connection with any application in which relief is granted to him/her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Group.

This Constitution was approved by the members of the Waterbeach After School Play Scheme at a General Meeting held on 07th OCTOBER 2014.

Signed (Chair) *L. Sallaws*

L. SALLAWS

Signed (Secretary) *C. Rodriguez*

C. RODRIGUEZ

Signed (Treasurer) *D. Gwilt*

D. GWILT