

# Woodford War Memorial Community Centre

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## Constitution

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**25th September 2013**

**Adopted at the AGM held on 25th September 2013**

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## **1. General**

- 1.1. The name of the Community Centre shall be 'The Woodford War Memorial Community Centre' (hereinafter called the 'Centre') and its status and dignity shall be upheld along with due respect to neighbouring properties in the undertaking of its activities.
- 1.2. The Centre is a Registered Charity, reference number 520141.
- 1.3. The Charity Commission requires that:
  - 1.3.1. Trustees shall always act in the best interests of the Centre and within the requirements of the law.
  - 1.3.2. Trustees are responsible for ensuring that valuable assets, which may be useful in the future, are retained.
- 1.4. The role of honour shall be displayed in a prominent place in the main hall and due respect given to those listed.
- 1.5. The Centre shall comply with all relevant statutory and regulatory requirements applicable to its operations.
- 1.6. The ownership of all properties and effects of the Centre shall be vested in the membership.

## **2. Objects**

- 2.1. To provide, as and when considered appropriate, physical and mental training, recreation, social, moral, intellectual development through the medium of reading and recreation rooms, library, facilities for lectures, recreational activities and entertainments and to maintain the open space for these purposes.
- 2.2. To carry out such activities for the benefit of the inhabitants of the Parish of Woodford in the County of Greater Manchester and Cheshire and its immediate vicinity without distinction of gender, sexual orientation, race or of political, religious or other opinions.

## **3. Powers and Duties in Furtherance of the Objects**

- 3.1. Ensure its activities are undertaken with due consideration and reasonableness, in order to prevent conflict or annoyance to neighbouring properties.
- 3.2. The Centre may be hired for private functions, subject to approval by the Management Committee, who shall define the hiring agreement. The Management Committee may alter the terms and conditions upon which the Centre may be used for entertainment, meetings, social gatherings and other purposes and the sum (if any) to be paid for such use, with particular regard to the nature of the hiring and whether or not this is for the benefit of the local residents and organisations, as defined in clause 2.
- 3.3. The Management Committee shall define/review the Health & Safety Policy and set out meaningful Risk Assessments and ensure that there is adequate Public Liability Insurance to meet any litigation that may arise against the Centre or its officers.
- 3.4. An effective 'Hire' agreement shall be set out clearly stating responsibilities, liabilities and other controls. Within the agreement,

provision shall be made for the payment of a deposit in advance to cover the cost of damage or other activities that may be required as a result of the 'hirer's' activity.

- 3.5. The Centre may be licensed at the discretion of the Management Committee for the sale and/or consumption of intoxicating liquors. Any function needing licensed facilities will be required to use the bar facilities and personnel, operating on behalf of the Centre under contract or lease agreement at the date of hire. The Centre will receive income from the licensed facilities under the contract or lease agreement.
- 3.6. Ensure all financial controls are effectively managed in line with the code of practice within accounting and in compliance with the law.
- 3.7. Raise funds and invite or receive donations and contributions, whether by subscription, contracts or otherwise, provided that the Management Committee shall not participate directly in any permanent trading activities.
- 3.8. Receive money on deposit or loan, in such a manner as the Management Committee may deem necessary, subject to such consents or on such conditions as may be required by law.
- 3.9. Invest money not immediately required for its current objectives in or upon such investments or securities as the Management Committee consider appropriate, subject to the conditions as may be imposed by law.
- 3.10. Do all such other lawful activities as shall further the charitable objects of the Centre, including registration as a charity.
- 3.11. To avoid any conflict of interest by any committee member, they shall declare their position and withdraw from any discussion or resolution in relation to any such conflict of interest, whether directly or indirectly involved. In addition, they shall not acquire any interest in property belonging to the Centre which would be in conflict with fair competition, as defined within the law.

## **4. Membership**

- 4.1. Any person that is a resident of the Parish of Woodford, as shown in the electoral register, is automatically a member, and can be appointed to serve on the Management Committee and subject to clause 5.
- 4.2. In addition, membership can be granted to individuals not meeting the criterion of being a resident of Woodford by approval from Management Committee (see clause 4.6) on payment of an annual subscription, as determined annually by the Management Committee.
- 4.3. Members residing outside Woodford may attend General Meetings but are prohibited from voting on any resolutions unless they are duly elected members of the Management Committee.
- 4.4. Members residing outside Woodford are eligible to be elected to the Management Committee, if they are duly proposed and seconded by Woodford residents. The number of Woodford non-residents elected to the Management Committee shall not exceed two (excluding co-opted members who may reside outside Woodford).

- 4.5. Persons under the age of 18 years shall be classified as Junior Members and shall not be entitled to vote at any General Meeting, Annual or other Special General Meeting.
- 4.6. The Management Committee may refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interest of the Centre to refuse the application, with particular regard to supporting the objects of the Centre for the benefit of the residents of Woodford and its near vicinity, as defined in clause 2.2.
- 4.7. The Management Committee must inform the applicant in writing within 1 month of the decision. Where representation is made as to refusal, this must be in writing and considered by the Management Committee. Following a review, the committee's decision shall be final and in all such cases the outcome shall be given in writing to the applicant.
- 4.8. Membership is not transferable to anyone else.
- 4.9. Membership can be terminated or suspended by the Management Committee if they consider the individual's membership is not in the best interest of the Centre (see clauses 2.1 and 2.2). In all cases, the member shall be informed as to the reasons and given the opportunity to appeal via written representation. Following the review, the decision of the Management Committee shall be final and the outcome shall be given in writing to the member.
- 4.10. No member shall, except for professional or other services rendered at the request in writing of the Management Committee on any pretence or in any manner, receive any profit salary or emoluments from the funds or transactions of the Centre.
- 4.11. The running of the Centre will be predominantly on a voluntary basis.

## **5. Management Committee Structure**

- 5.1. The Centre shall be managed and administered by a Management Committee, comprising the offices of Chairperson, Treasurer and Secretary together with 9 other members, making a total of 12 persons, all of whom shall be elected at the AGM (see clause 9.6). No more than 2 members of the Management Committee shall reside outside Woodford (excluding co-opted members who may reside outside Woodford, see clause 5.7).
- 5.2. Nomination forms for positions on the Management Committee, including officers, will be available 21 days prior to the AGM, normally held in September. These completed forms should be handed to the secretary at least 7 days before the commencement of the AGM. Each application needs to be supported by residents' votes at the AGM. If there are insufficient nominations, the committee will accept nominations from the floor for those places remaining vacant once those members who have submitted nomination forms are duly elected.
- 5.3. The structure of the Management Committee shall be determined as follows:
  - 5.3.1. There shall be 4 places on the Management Committee for local "affiliated" organisations that use the Centre regularly, or have a

special association with the Centre, or have a majority of members who are Woodford residents.

- 5.3.2. The Management Committee shall decide on which local organisations are “affiliated” and invite them to nominate candidates for the election.
  - 5.3.3. Local organisations may also submit a request for “affiliation” to the Management Committee.
  - 5.3.4. Each application for affiliation shall be considered by the Management Committee against criteria as set and published by the Management Committee.
  - 5.3.5. Any organisations that can be classed as "affiliated" can put up candidates for the election for the 4 places at the AGM.
  - 5.3.6. Each organisation may only submit one candidate as their representative for the election. The remaining 8 places on the Management Committee shall be for nominations from the general membership.
  - 5.3.7. Members of affiliated organisations who have not been elected to the affiliated places may stand as independent candidates.
  - 5.3.8. Similarly, affiliated places that remain vacant are then open to independent candidates.
- 5.4. The positions of Chairman, Treasurer and Secretary shall be elected at the AGM (see clauses 4.9 and 9.6).
  - 5.5. All candidates for the election shall provide a brief summary of their background, declare membership of local organisations and give their reasons for wishing to serve on the committee, which shall be available for residents to view 7 days prior to the AGM.
  - 5.6. The officers and all other members appointed to the Management Committee shall be the Trustees of the Centre, subject to clauses 11 and 12, and upon appointment shall be required to sign the Trustee Declaration.
  - 5.7. In addition to the elected committee, the Management Committee shall have the authority to appoint 3 co-opted members for a period up to 1 year ending at the AGM, if they have particular skills or expertise required by the Management Committee. Co-opted members shall have the same rights and obligations as elected members and need not be residents of Woodford.
  - 5.8. The Management Committee may from time to time appoint from among its number such Sub-Committees, as it may deem expedient, and depute or refer to them such of the powers and duties of the Committee as the Committee may determine (see clause 7). Such Sub-Committees shall periodically report their proceedings to the main Management Committee and shall conduct their business in accordance with the directions of the Committee. It shall further be at the discretion of the Management Committee to invite to serve on any such Sub-Committee persons who are not members of the Management Committee and such persons, on accepting, shall have equal powers with other members of the Sub-Committee.
  - 5.9. Where a vacancy arises, as a result of a death or other reason, of a defined Office position, this shall be filled from within the Committee until the next AGM or until an SGM is called. In all other cases, the

vacancy shall lapse until a new appointment is made at the AGM. All appointments to fill such vacancies shall align with the retirement period that would have applied to the said committee member.

- 5.10. All members of the Management Committee shall retire annually at the AGM and shall become eligible for re-election.
- 5.11. The proceedings of the Management Committee shall not be invalidated by any vacancy among its members or by defect in the appointment or qualifications.
- 5.12. In addition to the Management Committee, the appointment of a President and Vice President shall be made at the AGM. These honorary positions have no voting rights.

## **6. Standing orders and rules for the use of the Centre**

- 6.1. The Management Committee shall have power to adopt and issue Standing Orders for the conduct of Centre 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 members at the Annual General Meeting (AGM) and that they are consistent with the provisions of this constitution.

## **7. Delegation**

- 7.1. The Management Committee may delegate any of its powers or functions to a sub-committee of two or more members, but the terms of any such delegation must be recorded in the minute book.
- 7.2. The Management Committee may impose conditions when delegating, including the conditions that:
  - 7.2.1. The relevant powers are to be exercised exclusively by the committee to whom they delegate.
  - 7.2.2. No expenditure may be incurred on behalf of the Charity, except in accordance with a budget previously agreed with the Management Committee.

## **8. Management Committee Meetings**

- 8.1. The quorum for all Management Meetings shall be 5 Management Committee members (elected and/or co-opted). Where this is not achieved, a revised date and time shall be set, prior to the meeting being adjourned.
- 8.2. The person who has been elected as Chair shall chair all meetings.
- 8.3. If there is no Chair within 15 minutes of the time appointed for the meeting, a committee member can be nominated to chair the meeting and shall continue as Chair throughout the duration of the meeting.
- 8.4. If no committee member is willing to act as Chair, the meeting shall be adjourned.
- 8.5. At the start of all meetings the Chair must ensure that the appropriate quorum is present.
- 8.6. The Chair must read out at the start of the meeting the agenda and, where any additions are requested, add these under the heading of 'Any Other Business'.

- 8.7. It is the duty of the Chair to ensure the meeting is adequately controlled and the business in hand effectively conducted.
- 8.8. Each eligible member shall have 1 vote but, if there is an equality of votes, the person who is chairing the meeting shall have a casting vote in addition to any other vote they may have.
- 8.9. Every 'motion' shall be determined by the majority of votes of the members present. The motion must have a proposer and seconder and the context of the motion shall be clearly stated prior to voting. Where an amendment to a motion is made, this shall be clearly stated, correctly proposed and seconded, prior to voting. The voting sequence shall be completed within the established protocols on voting and in compliance with the law.
- 8.10. Minutes shall be taken of all proceedings and shall be available to view at the Centre and on the Centre's web site (excluding any confidential personal information).

## **9. Annual General Meeting (AGM)**

- 9.1. There should be an AGM convened by the Management Committee in September of each year. Not more than 15 months may elapse between successive AGMs. The AGM shall be chaired by the President or, in his absence, the Vice President or, if neither is present, the meeting shall appoint a chairperson from the existing Management Committee. The accounts and minutes shall be published in good time and will be available for viewing at the Centre and on the Centre's web site from 21 days before the AGM.
- 9.2. Notification of the meeting shall be effectively communicated to members at least 21 clear days prior to the date of the meeting, by posting the notification of the meeting on the Notice Board at the Centre and those controlled by the Woodford Community Council and the Centre's web site.
- 9.3. The notification shall specify the date, time and place of the meeting and the general nature of the business to be transacted. The AGM is a public meeting with voting rights according to the rules of membership.
- 9.4. No business shall be transacted at any AGM unless a quorum is present. The quorum being 25 members who are entitled to vote upon the business to be conducted at the meeting.
- 9.5. Where a quorum is not present within half an hour from the time appointed or where during a meeting a quorum ceases to be present, the Chairman shall adjourn the meeting and subsequently set a new date when a quorum is available.
- 9.6. The business of the AGM shall be:
  - 9.6.1. To receive from the Management Committee a Chairperson's, Secretary's and Treasurer's report, with the financial statement including a balance sheet, statement of accounts for the preceding year and an estimate of the receipts and expenditure for the current financial year.
  - 9.6.2. To appoint a President and Vice President, as may from time to time be decided, always provided that no special rights, powers or privileges in respect of membership of the Centre shall attach to such offices.

- 9.6.3. To elect the Management Committee in accordance with the provisions of clause 5.
- 9.6.4. The election of the affiliated places shall precede the election of independent places.
- 9.6.5. To appoint a Chairperson, an Honorary Secretary, an Honorary Treasurer, an Auditor or an independent examiner of accounts.
- 9.6.6. To decide on any resolution which may be duly submitted to the meeting and to complete any other business on which due notice has been given.
- 9.7. Any member (not being a Junior Member) desirous of moving any resolution at an AGM shall give notice thereof in writing to the Secretary not less than 14 days before the date of such meeting. No amendment other than a motion for adjournment shall be moved to any resolution proposed at any AGM or SGM unless written notice thereof has been sent to the Secretary. This must be carried out not less than 7 days prior to the Meeting and any such notice shall be posted forthwith in the Centre.
- 9.8. Minutes of the meeting shall be taken of all the proceedings and shall be available to view at the Centre and on the Centre's web site together with the balance sheet and the profit and loss account.

## **10. Special General Meeting (SGM)**

- 10.1. The Management Committee may at any time for any special purpose call a SGM. The rules and voting rights as defined within the AGM shall apply.
- 10.2. The Management Committee must call a SGM, if requested to do so, in writing by at least 30 members not being Junior Members. The request must state the nature of the business that is to be discussed. If the Management Committee fails to hold the meeting within 21 days of the request, the members may proceed to call a SGM, which must be called within a further 21 days, but in doing so they must comply with the provisions of the constitution.
- 10.3. No business shall be transacted at any SGM unless a quorum is present. The quorum being 25 members who are entitled to vote upon the business to be conducted at the meeting.
- 10.4. Minutes shall be taken of all the proceedings and shall be available to view at the Centre and on the Centre's web site.

## **11. Alterations to the Constitution and Rules**

- 11.1. The clauses of this constitution may only be added to, repealed or amended by resolution at an AGM or SGM. Any proposal to alter this constitution must be delivered in writing to the Secretary not less than 21 days before the date of the meeting. The publication of such changes shall be in accordance with the rules as in clauses 9 and 10.
- 11.2. The resolution shall be deemed not to have been passed unless it is carried by a majority of the votes equal to at least two thirds of the number of members voting therein, and providing that no such additions, repeals or amendments shall be inconsistent with the

provisions of any Deed or Conveyance by which the property of the Centre is held in trust for members.

- 11.3. If the general meeting (SGM or AGM) votes to adopt the new constitution by a two thirds majority of the number of members voting, then the constitution is adopted.
- 11.4. A copy of any resolution amending this constitution shall be sent to the Charity Commission within 21 days of it being passed.
- 11.5. The Management Committee may from time to time make and alter rules and regulations for the conduct of its business and for the summoning and conduct of its meetings and in particular with reference to:
  - 11.5.1. The terms and conditions upon which the Centre may be used for recreational activities, provision of entertainment, meetings, social gatherings, hiring and other purposes and the sum (if any) to be paid for such use.
  - 11.5.2. The admission of members and the rights and privileges of such members and their subscriptions (if any).
  - 11.5.3. The appointment and defining of the contract and terms of reference of such paid and unpaid staff as it may consider necessary and the fixing of their respective terms of service.
  - 11.5.4. The engagement and dismissal of such staff as defined in 11.5.3., as it may consider necessary.
  - 11.5.5. To approve and control all aspects of all other contracts and, where appropriate sub-contracts, in relation to contractors appointed to undertake work at the Centre.
  - 11.5.6. Generally all such matters as are commonly the subject matter of the rules.
  - 11.5.7. The rules and regulations shall be binding on all members and hirers. The Management Committee shall bring the rules and regulations to the notice of the members.
  - 11.5.8. No rule or regulation shall be inconsistent with, or shall affect or repeal, anything contained in this constitution.

## **12. Disqualification of Membership**

- 12.1. A Management Committee member shall cease to hold office if he or she is disqualified for acting in that capacity by virtue of the Charities Act 2002 (or any statutory re-enactment or modification of that provision).
- 12.2. A Management Committee member shall be disqualified if he or she ceases to be a member as a result of resignation or is expelled by the Management Committee.
- 12.3. A Management Committee member shall cease to hold office if he or she is absent without permission of the Management Committee from all their meetings held within a period of 6 consecutive months.
- 12.4. The Management Committee shall have the power to expel or suspend any member whose conduct is not consistent with the best interests of the Centre. A member so expelled or suspended shall be ineligible for membership for a period of 12 months following expulsion or suspension or at the direction of the Management Committee.

- 12.5. A resolution to remove a member from membership may only be passed if:
- 12.5.1. The member has been given at least twenty one days' notice in writing of the meeting of the Management Committee at which the resolution will be proposed and the reasons why it is to be proposed.
  - 12.5.2. The member, or at the option of the member, the member's representative (who need not be a member of the Charity) has been allowed to make representations to the meeting.

### **13. Finance Controls**

- 13.1. All payments in respect of the use of the Centre and all subscriptions and all donations for the benefit thereof shall be paid into a Trust Account and other investment accounts at the agreed bank or at such other bank as shall from time to time be substituted by the Management Committee.
- 13.2. The monies standing to the credit of the said account shall be applied, as the Management Committee shall decide, in repairing and insuring the premises of the Centre or the furniture and effects therein and the payment of all rent (if any), rates, taxes, salaries of paid staff and those related to contracts and other outgoings.
- 13.3. The Management Committee shall provide and control the funds, in order to meet all such expenditure (if any) in connection with the Centre premises and associated land.
- 13.4. The Management Committee shall ensure adequate provision in respect of the purchase of indemnity insurance for the members of the Management Committee against any liability that by the virtue of any rule of law would otherwise attach to a Trustee or other officer in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Centre excluding:
  - 13.4.1. Fines.
  - 13.4.2. Cost of unsuccessfully defending criminal prosecutions for offences arising out of fraud, dishonesty or wilful or reckless misconduct of the Trustee or other officer.
  - 13.4.3. Liabilities to the Centre that result from conduct that the Trustee or other officer knew or ought to have known was not in the best interest of the Centre or in respect of which the person concerned did not care whether that conduct was in the best interests of the Centre or not.
- 13.5. Where Professional and Service contracts (including legal advice) are considered appropriate for the enhancement and functioning of the Centre, these shall be granted as required, at the discretion of the Management Committee, provided that there is a 75% majority vote in favour by the Management Committee. All such contracts shall only be approved where there is clear evidence that the activity will be beneficial to the Centre and support income generation without being detrimental to other objectives of the Centre.
- 13.6. Where expenditure is undertaken for general maintenance spanning a period of 2 months or more, the concept within a 'Call off Contract(s)' shall be considered and applied with submissions approved annually.

- 13.7. With regard to all contracts, the responsibility shall be placed on the contractor(s) and hirers, for their own insurance, appropriate to the activity being carried out, with particular regard to health and safety issues.
- 13.8. All other minor expenditure shall be authorised by the Management Committee.
- 13.9. All payments shall be paid by dual signatures, except where petty cash is used, as defined by the Treasurer. All cash payments shall be recorded and signed for by the recipient against the item(s) or detail of work undertaken.
- 13.10. The Treasurer shall provide a summary report to be given at every management meeting for monitoring all aspects of financial control. Where expenditure review shows any significant variance from the agreed budget(s), these shall be analysed, discussed and approved as appropriate.
- 13.11. The Treasurer shall be responsible for the management of the accounts in accordance with the Law and present these accounts for an annual audit for presentation at the AGM. These will be in alignment with the recommended practice for charities under the Charities Act 2002.
- 13.12. The Management Committee may, upon the vote of a majority of its members and (when necessary) with the consent of the Charity Commissioners, from time to time, by mortgage or otherwise, obtain such advances on the security of the Centre premises or any part thereof as may be required for:
  - 13.12.1. Maintaining, extending or improving the same or any part thereof.
  - 13.12.2. Erecting any building thereon.
  - 13.12.3. For any other work carried out therein.
  - 13.12.4. Repay in whole or in part and from time to time any existing mortgage or charge on the said premises.
- 13.13. The ownership of all properties and effects of the Centre shall be vested in the members.

## **14. Annual Report, Return and Accounts**

- 14.1. The Management Committee must comply with the obligations under the Charities Act 2002 with regard to:
  - 14.1.1. The keeping of accounting records for the Charity.
  - 14.1.2. The preparation of annual statements of account for the Charity.
  - 14.1.3. The transmission of the statements of account to the Charity.
  - 14.1.4. The preparation of an Annual Report and its transmission to the Commission.
  - 14.1.5. The preparation of an Annual Return and its transmission to the Commission.
- 14.2. Accounts must be prepared in accordance with the provisions of any Statement of Recommended Practice issued by the Commission, unless the Management Committee is required to prepare accounts in accordance with the provisions of such a Statement prepared by another body.

## **15. Subletting of Centre and Associated Land**

- 15.1. Where part of the building or land is considered appropriate to rent, this shall be in full compliance with the Charities Act 2002 and the Objects of the Centre (see clause 2). Rentals of more than 2 weeks duration shall not impair the utility of the Centre and its associated land for other users. All such rental agreements shall be clearly defined within the law and the contracts shall be constructed to ensure there are no legal rights as to ownership by default or otherwise. If any provision of the agreement is held to be invalid, illegal or unenforceable to any extent, then that provision shall (to the extent that it is invalid, illegal or unenforceable) be given no effect and shall be deemed not to be included in the agreement; but without invalidating any of the remaining provisions of the agreement. Concerned parties shall use all reasonable endeavours to replace an invalid, illegal or unenforceable provision of the agreement by a valid, legal and enforceable substitute provision, the effect of which is as close as possible to the intended effect of the provision that has been replaced. All such rental agreements shall be clearly defined within the law and shown and tested to be for the benefit of the residents of the Parish of Woodford.
- 15.2. When leasing the Centre's property and associated land, the Management Committee shall take legal advice to ensure that the terms of the lease do not grant more to the lessee than they intend and that they are able to take back possession of the property and/or land at the end of the lease.
- 15.3. When leasing the Centre's property and associated land, the Management Committee shall obtain and consider a report from a qualified surveyor; and decide that they are satisfied that the terms proposed are the best that can reasonably be obtained.
- 15.4. Where the Management Committee cannot comply with these conditions, it must apply to the Charity Commission for an order.
- 15.5. Where short term allocations of space within the Centre or associated land are considered appropriate to be allocated to meet specific operations in support of the Centre, these shall be undertaken on an annual review basis and contained within a 'licence' agreement. Within such agreements, there shall be strict provision that the tenant may not sublet or assign such licence agreements in any form to a third party without the authority of the Management Committee.
- 15.6. Where the sublet part of the Centre and/or associated land is rented, the onus shall be on the tenant to keep the areas defined in repair, well managed and adequately insured in line with the Management Committee's requirements. In addition, they must insure suitably in respect of Public and Employer's liability. Copies of all such insurance along with the contract agreements shall be held on file by the Management Committee.

## **16. Dissolution of Centre**

- 16.1. The Centre and its associated land belongs to the membership for the purposes outlined in clause 2 of this constitution and dissolution shall

- only be considered when it is in the best interests of the membership and then carried out in compliance with the Charity Commission guidelines in operation at the time.
- 16.2. The open space is a vital part of the Centre in meeting the Objects defined in Clause 2 and shall not be sold prior to dissolution of the Centre.
  - 16.3. Before dissolution of the Centre, the Management Committee is required by the Charity Commission to prove that the membership own the title to the property and the power to dispose of it. They must also check this constitution for any restrictions that may prevent disposal (see clause 16.2).
  - 16.4. If the Management Committee, by a majority, decides at any time that on the grounds of expense or otherwise, it is necessary or advisable to discontinue the use of the Centre and associated land in whole or in part for the purposes defined in its objects, they shall call a SGM or declare an AGM.
  - 16.5. In disposing of the Centre and its associated land, the Management Committee must always act in the best interests of the Centre and in accordance with the Charities Act.
  - 16.6. The Management Committee must give public notice of the disposal inviting representations. The notice period must be for at least a month and any representations received must be considered.
  - 16.7. The resolution at the general meeting shall be clearly defined and the Chairman shall present a clear and concise report supporting the action proposed.
  - 16.8. The members shall vote on the proposal under the rules as defined within clauses 9 and 10, with the added provision that a minimum of 20% of members eligible to vote must be in attendance at the meeting.
  - 16.9. All monies arising from such a sale (after satisfaction of any liabilities properly payable) shall with such consent be applied to the purchase of other premises approved by the Management Committee and to be held upon trusts for the purposes and subject to the provisions defined within its objects and for the benefit of the inhabitants of the said Parish of Woodford, as may be approved by the Charity Commissioners (or by the Management Committee).
  - 16.10. In the period required to achieve the result of the approved resolution, all such monies shall be invested and held, pending final agreements on the relocation. Any income arising shall be accumulated for such a time as may be allowed by law, by investing the same and the resulting income added to the capital of such investments or shall be used for any purpose for which the income of the Centre may properly be applied.
  - 16.11. Where the Centre is to be disposed of without relocation options being taken, the Management Committee shall forthwith and without delay notify the Charity Commission for England and Wales and act in accordance with 16.4 and 16.5. In addition, they shall as circumstances will permit, determine how the residue of the estate shall be disposed of as must be approved by the Charity Commission. On approval of such action by the Charity Commission, they shall, by resolution,

present their decision at an AGM or SGM for approval by 20% of members eligible to vote for approval.

16.12. On final disposal of the Centre, the Management Committee shall submit the accounts for the accounting period which ended before the dissolution, along with details of the final accounts. On written confirmation from the Charity Commission that account details are accepted and an order of closure has been registered, the Management Committee shall cease to hold office or be responsible for the management of the Centre.

6<sup>th</sup> May 2010