

CONSTITUTION OF THE CLIFTON MONTPELIER POWIS COMMUNITY ALLIANCE

1. NAME

The name of the Association shall be 'the Clifton Montpelier Powis Community Alliance' (hereinafter called 'the Alliance')

2. OBJECTS

The objects of the Alliance shall be:

a) To promote the benefit of the inhabitants of the Clifton, Montpelier and Powis area in Brighton and Hove specifically the area covered by the Montpelier and Clifton Hill Conservation Area (as defined at 1 January 2006) (hereinafter called 'the area of benefit') and the neighbourhood without distinction of sex or political, religious or other opinions by associating the local authorities, voluntary organisations and inhabitants 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 promote such other charitable purposes as may from time to time be determined.

3. POWERS

In furtherance of the said objects, but not otherwise, the Alliance 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;
- (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 Alliance 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;
- (m) receive money on deposit or loan or overdraft, in such manner as the Alliance 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 Alliance 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 Alliance 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 Alliance 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 Alliance;

- iv) the other members are satisfied that the services rendered to the Alliance are of special value to the Alliance 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 Alliance.

4. MEMBERSHIP

Membership of the Alliance shall be open, irrespective of political party, nationality, religious opinion, race, sex or colour to:

- a) all persons 18 years old or over resident in the area of benefit, who shall be called Full Members
- b) well-wishers anywhere, who shall be called Associate Members, and who may attend but shall not have the right to vote at General Meetings and Community Meetings.

5. SUBSCRIPTIONS

Members shall pay such subscriptions as the Management Committee may from time to time determine subject to the approval of the AGM.

6. TERMINATION OF MEMBERSHIP

The Management Committee shall have the right, for good and sufficient reason, to exclude any Member from any of its meetings, provided that the Member shall have the right to be heard by the Management Committee before a final decision is made.

7. MANAGEMENT COMMITTEE

- (a) The policy and general management of the affairs of the Alliance shall be conducted by the Management Committee, which shall be responsible to the Community Meeting of the Alliance.
- (b) The Management Committee shall consist of the Honorary Officers elected under clause 9 and up to 10 Full Members elected by and at the Annual General Meeting.
- (c) If vacancies occur amongst its members, the Management Committee shall have the power to fill these from amongst the Full Members of the Alliance.
- (d) In addition, the Management Committee may co-opt further Full Members, provided that the number so elected shall not exceed one-third of the total membership of the Committee as defined above.
- (e) 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.
- (f) Notice of elections and names of candidates shall be circulated to all members of the Alliance at least 14 days prior to elections.

8. SUB COMMITTEES

The Management Committee shall have the power to appoint such sub-committees as it may from time to time determine and may determine their powers and terms of reference. In each case:

- (a) at least 2 members of the Management Committee shall sit on any sub committee
- (b) all acts and proceedings of the sub-committees shall be reported as soon as possible to the Management Committee.

9. HONORARY OFFICERS

The Full Members of the Alliance present at the Annual General Meeting shall elect the following Honorary Officers of the Alliance from amongst those Full Members eligible for election to the Management Committee:

- (a) A Chairperson, a Vice-Chairperson, a Secretary, a Treasurer and other Officers as it may from time to time determine. No office shall be held for more than four consecutive terms. The Officer shall not then be eligible for re-election to the same office until a further twelve months has elapsed.

Officers must be full members of the Alliance. The Honorary Officers shall serve in their respective capacities as Officers of the Management Committee.

- (b) In the event of a vacancy occurring among the Honorary Officers, the Management Committee shall have power to fill such a vacancy from its own members or from Full Members of the Alliance.
- (c) Notice of elections and names of candidates shall be circulated to all members of the Alliance at least 14 days prior to elections.

10. STREET REPRESENTATIVES

- (a) Street Representatives who have so volunteered must be Full Members of the Alliance, or a business person in the Street concerned until a resident in the Street concerned volunteers.
- (b) The names of Street Representatives shall be presented by the Management Committee to the Annual General Meeting for approval.

11. DISQUALIFICATION OF MANAGEMENT COMMITTEE MEMBERS

- (a) 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).
 - (v) was elected as a Full Member and no longer resides in the area of benefit.

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 Alliance) shall acquire any interest in property

belonging to the Alliance;

(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) The 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 Alliance;

(b) An employee of the Alliance shall not be eligible to be a member of the Management Committee, any section committee or any sub-committee of the Alliance, but may be invited to attend such committees as a non-voting adviser.

14. 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 Alliance 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 Alliance shall be indemnified out of the assets of the Alliance against any liability incurred by him or her in that capacity in defending any proceedings, whether civil or criminal, in which judgement in 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 Alliance.

15. COMMUNITY MEETINGS

- (a) Community Meetings shall be open to all members of the Alliance.
- (b) The Chairperson for a particular Community Meeting may be distinct from the person elected Chairperson of the Alliance at the Annual General Meeting.
- (c) The Alliance will endeavour to hold a Community Meeting once per month.

16. ANNUAL GENERAL MEETING

Once in each year, in the month of March or April, the Management Committee shall convene an Annual General Meeting of the full members of the Alliance, for the purpose of, receiving the Annual Report of the Management Committee and the audited or independently examined Statement of Accounts, of electing Full Members to serve as the Honorary Officers; of electing Full Members to serve on the Management Committee; of approving the names of Street Representatives of the Alliance, of appointing auditors or independent examiners; and of considering whenever necessary, proposals to amend this Constitution and other business of which due notice has been given.

17. SPECIAL GENERAL MEETINGS

The Chairperson of the Alliance or the Secretary may at any time at their discretion, and shall within 21 days of receiving a written request to do so, signed by not less than 20 members having the power to vote and giving reasons for the request, call a Special General Meeting for the purposes of altering the Constitution in accordance with the amendment clause hereof or of considering any other matter which may be referred to it and for no other purpose. At least 14 clear days' notice shall be posted in a conspicuous place or places in the area of benefit.

18. RULES OF PROCEDURE

- (a) Quorum: One half of the members shall form a quorum at meetings of the Management Committee and all other Committees, 15 Full Members shall form a quorum at Community Meetings; 25 Full Members shall form a quorum at a Special General Meeting and at the Annual General Meeting.
- (b) Voting: Subject to the provisions of Clause 22, all questions arising at any meeting shall be decided by a simple majority of those present and entitled to vote. No member shall exercise more than one vote. Only in the case of equality of votes shall the Chairperson have a second or casting vote.

(c) Minutes: Minute books shall be kept by the Alliance, the Management Committee and any sub-committees which may have been established, and the appropriate secretary shall enter therein a record of all proceedings and resolutions. All minutes, correspondence and other records of the Alliance shall be open to inspection by Full Members.

19. FINANCE

- (a) All monies raised by or on behalf of the Alliance shall be applied to further the objects of the Alliance and for no other purpose.
- (b) The Treasurer shall keep proper accounts of the finances of the Alliance and shall open a bank account in the name of the Alliance.
- (c) The Accounts shall be audited or examined on an annual basis by auditors/or independent examiners appointed by the AGM in accordance with the requirements of the Charity Commission.
- (d) The statement of accounts for the last financial year which have been subject to an independent examination shall be submitted to the AGM.
- (e) The Alliance's bankers shall be determined by the Officers and all deposits shall be made with the chosen bank as soon as possible after monies are received. Except for petty cash, no monies of the Alliance shall be kept in hand. The signature of at least three officers will be deposited with the Alliance's bank. The signature of two officers (one of whom should preferably be the Treasurer) will be needed to issue any monies by cheque. No officer should sign a cheque to her/himself. All accounts will be open to inspection by Full Members of the Alliance.

20. ANNUAL REPORT AND RETURNS

The Management Committee shall comply with 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 in accordance with the requirements of the Charity Commissioners for England and Wales.

21. DISSOLUTION

If the Management Committee, by a quorate majority, decides at any time on the grounds of expense or otherwise it is necessary or advisable to dissolve the Alliance, it shall call a meeting of all members of the Alliance who have the power to vote and of the inhabitants of the area of benefit by circulating to all such members, giving not less than 21 days' notice (stating the terms of the resolution to be proposed thereat), and by posting in a conspicuous place or places in the area of benefit, and by giving notice in writing to the Secretary of Community Matters. If such a resolution shall be confirmed by a quorate majority of those present and voting at such meeting, the Management Committee shall have the power to dispose of any assets held by or in the name of the Alliance. Any assets remaining after the satisfaction of any proper debts and liabilities shall be applied towards charitable purposes for the benefit of the inhabitants of the area of benefit or transferred to such other charitable bodies having similar objectives as the Management Committee may decide.

22. ALTERATIONS TO THE CONSTITUTION

Any proposal to alter this Constitution must be delivered in writing to the Secretary of the Alliance not less than 28 days before the date of the meeting at which it is first to be considered.

Any alteration shall require the consideration and 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 Full Members of the Alliance present and voting at an Annual or Special General Meeting.

Notice of the meeting must be given in not less than 14 days prior to the meeting in question, giving the wording of the proposed alteration.

No alteration should be made to this constitution which would cause the Alliance to operate contrary to the requirements of the Charity Commission.

This constitution was adopted, pursuant to Clause 22 of the constitution adopted on 17 January 2006, at a General Meeting of the Alliance held on 24th April 2007 having been approved at a Management Committee meeting held on 9th January 2007.

Signed

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Chairperson of the meeting

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Secretary of the meeting