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The Constitution of Lymington Community Association
(Registered Charity Number 301880)

The original Constitution of The Association was adopted on 13th May 1946 and set out in the Second Schedule to a Conveyance dated 9th August 1948 and made between Annie Winifred Drayton (1) John William Howlett, Charles Maurice Coates, William George Crook, Leslie Francis Hope-Jones, Robert Herringham-Hole and Cecil Herbert Spence Blatch (2) ("the Conveyance"): this was subsequently amended at General Meetings on 19th November 1954, 18th October 1974, 16th October 1981, 7th October 1988 and then re-written in 1994 and adopted on 7th October 1994. A new Constitution was adopted on 14th October 2011 and that Constitution was further amended by Members Resolution at a Special General Meeting of The Association on 2012.

1. Name

The name of The Association shall be "The Lymington Community Association" (The Association).

2. Charitable Status

The Association acquired charitable status on 19th September 1962 under registered number 301880.

3. Objects

The Objects of The Association are:-

To further or benefit the residents of Lymington and Pennington and the neighbourhood, without distinction of sex, sexual orientation, race or political, religious or other opinions by associating together with the said residents 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 leisure time occupation with the objective of improving the conditions of life for the residents.

In furtherance of these objectives but not otherwise, the trustees shall have power:

To establish or secure the establishment of a community centre and to maintain or manage or co-operate with any statutory authority in the maintenance and management of such a centre for activities promoted by the charity in furtherance of the above objects.

4. Powers

To achieve and sustain The Objects, The Association shall have power to:-

4.1 Bring together all the organisations referred to in Clause 3.1 and any other group, organisation or individual which or who will assist with the realisation of The Objects.

4.2 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 leisure time, social or religious activities including the contracting of Civil Partnerships and Marriages at The Centre or elsewhere.

- 4.3 Collect and disseminate information on all matters relating to The Objects, and exchange such information with other groups or individuals having similar objects.
- 4.4 Produce, print or publish, in any form, such papers, books, periodicals, pamphlets or other documents including multi media means, as to promote and realise The Objects and to issue or circulate such material whether for payment or otherwise.
- 4.5 Purchase, take on lease in exchange, hire or otherwise lawfully acquire such property or rights and privileges as may be necessary for the promotion of The Objects and to construct, maintain or alter the same.
- 4.6 Make and enforce regulations for the proper supervision, control and management of The Centre and any other property which may be required.
- 4.7 Borrow monies, sell, let, mortgage, charge, dispose of or turn to account any part of its property or assets complying at all time with such consents as might be required by law.
- 4.8 Assert, claim and take all reasonable steps to protect any intellectual property of The Association and any Information Technology rights or property of The Association or any other item in which The Association could be said to have an interest worthy and capable of ownership and protection.
- 4.9 Raise funds and invite or receive donations and contributions, whether by subscription or otherwise.
- 4.10 Receive money on deposit or loan, in such manner as The Association may think fit complying at all times with such consents or conditions as may be required by law.
- 4.11 Invest money not immediately required for The Objects.
- 4.12 Affiliate to other organisations with objects similar to The Objects.
- 4.13 Do all such other lawful activities as shall further The Objects of The Association.
- 4.14 Provide indemnity insurance for The Trustees (as defined in Clause 5.1) or any of them out of the funds of The Association provided that any such insurance shall not extend to any claim arising from any act or omission which any of The Trustees knew to be in breach of duty or trust or which was committed by any of The Trustees in reckless disregard of whether it was a breach of duty of trust or not.

5. **Governance**

- 5.1 The affairs of The Association shall be governed by a Board (The Board) of no less than seven nor more than nine trustees (The Trustees) appointed by the Members.
- 5.2 The Trustees shall:-
 - 5.2.1 Set and regularly review all policies of The Association;

- 5.2.2 Determine The Association's strategy;
- 5.2.3 Approve annually The Association's Accounts for the year immediately past and the Budget for the year to follow at a timetable advised by The Association's Treasurer.
- 5.2.4 Be consulted over and sanction any anticipated Budget overrun of more than 5%.
- 5.2.5 Specifically sanction any capital expenditure in excess of £5,000.
- 5.2.6 Delegate the day to day management of The Association to The Senior Management Team (The SMT) – as defined in Clause 5.3, reviewing such management at each of its meetings.
- 5.2.7 Appoint and if appropriate dismiss or suspend The Centre Manager and sanction his or her terms of employment and appraise annually through the SMT.
- 5.2.8 Appoint the Members of The SMT from amongst the Trustees at a meeting of the Trustees held as soon as possible after the Annual General Meeting.
- 5.2.9 If they wish, invite a person or people to become a Patron or Patrons of The Association.
- 5.2.10 Meet at least four times in any period of 12 months with a quorum of a minimum of five Trustees present in person on each occasion.
- 5.2.11 Have the power to remove any Trustee who is absent for 3 consecutive meetings.
- 5.2.12 All be Members of The Association.
- 5.2.13 Individually retire after three years' continuous service in rotation in a scheme produced by The Association's Chairman.
- 5.2.14 Hold an Annual General Meeting of The Association within 15 months of the last Annual General Meeting of The Association.
- 5.2.15 Individually not serve for more than two consecutive periods of three years.
- 5.2.16 Have the power to co-opt up to three additional trustees (above the normal maximum number of nine) in any period between two consecutive Annual General Meetings such appointment to end at the Annual General Meeting following appointment when such co-opted Trustee shall be eligible for election as a permanent trustee subject to the rules within this Constitution. Such co-opted Trustees shall be entitled to vote at meetings of both The Board and of The Association.
- 5.2.17 At the sole discretion and decision of The Association's Chairman, conduct the whole or a part of any meeting of Trustees in confidential session, with only the Trustees and The Centre Manager present and

where the minutes of proceedings shall be confidential to those attending.

5.2.18 Have power to remove The Chairman and/or The Treasurer from such office (but not as a Trustee) by unanimous vote of the other Trustees.

5.2.19 Be entitled to vote by proxy at any meeting of The Board by appointing another Trustee proxy and notifying The Chairman of the relevant Board Meeting of such appointment in writing prior to the time set for the start of the meeting. Such proxy shall not be The Chairman or The Treasurer in a removal resolution under Clause 5.2.18 and The Chairman of any Board Meeting shall have sole discretion over the validity of such proxy appointment.

5.2.20 Appoint Affiliated Members and Honorary Life Members.

5.2.21 At all times act in the utmost good faith to uphold and fulfil The Objects, the good name and the values of The Association promptly disclosing to The Chairman any event or action which does or might compromise his or her ability to serve and to comply with the requirements of this clause, or which does, or could bring The Association into disrepute.

5.2.22 To act in the best interests of The Association at all times.

5.3 The SMT shall:-

5.3.1 Comprise The Chairman, The Vice Chairman, The Treasurer, (The Officers) The Centre Manager and two further Trustees, one to be responsible for Human Resources, and the other for The Association's Property Management.

5.3.2 Meet no less than six times in any period of 12 months with a quorum of no less than 4 SMT Members present in person at every meeting.

5.3.3 With the exception of The Centre Manager submit themselves to the Trustees for re-election annually and be eligible for re-election until he or she has completed a continuous period of six years of SMT membership from which point The SMT Trustee shall not be eligible for re-election to membership of The SMT.

5.3.4 Execute the daily management and running of The Association and The Centre being responsible specifically for (but not restricted to):-

5.3.4.1 The recruitment, appraisal and supervision of all senior staff other than The Centre Manager.

5.3.4.2 The overview of the recruitment, appraisal and supervision of all other staff by The Centre Manager.

5.3.4.3 The implementation of all The Association's policies and procedures and full compliance with them.

5.3.4.4 The maintenance and renewal of all The Association's property and assets.

5.3.4.5 Legal compliance.

5.3.4.6 The creation of groups to run and report on all special projects and services all such groups shall always include one Trustee (not necessarily a Trustee who is a member of The SMT).

5.3.4.7 Reporting through The Chairman or The Centre Manager to the Trustees fully and regularly.

5.3.4.8 Co-opting, volunteer specialists for special projects for a fixed term provided that number of such co-opted SMT members shall never exceed 3.

5.3.4.9 The issuing of rules and regulations for the management and use of The Centre and such rules and regulations shall come into operation immediately, provided always that such rules and regulations shall be subject to review by The Association in a General Meeting and shall not be inconsistent with the provisions of this Constitution.

5.3.4.10 The settling and monitoring of the terms of appointment of co-opted volunteers and project groups.

5.3.4.11 Sanctioning and regularly reviewing the system and safeguards for the daily operation of The Association's finances as instigated by The Centre Manager.

5.3.5 Voting

5.3.5.1 The Centre Manager shall not be entitled to vote on decisions of the SMT (or of The Trustees).

5.3.5.2 Co-opted Volunteers (Clause 5.3.4.8) and project group members (Clause 5.3.4.6) shall not be Trustees and shall not have a vote.

5.3.6 Voting by The SMT or The Trustees shall be by simple majority with the Chairman of the meeting being allowed to vote and having a second, casting vote, if there are equal votes for and against any resolution for determination by either The Board or The SMT.

6. The Members

6.1 There shall be three kinds of Membership of The Association:-

6.1.1 Individual full Members.

6.1.2 Affiliated Members who shall be a representative of any group approved (as to both the group and its individual representation) by the Trustees.

6.1.3 Honorary Life Members as appointed by The Trustees including individuals who were The President or Vice Presidents of The Association prior to the adoption of this Constitution whom The Trustees may at their discretion continue to consult with.

- 6.1.4 The positions of President and Vice President are abolished from the date of adoption of this Constitution by The Members.
- 6.2 With the exception of Honorary Life Members, membership shall be renewed annually.
- 6.3 Membership shall be available irrespective of political opinion, nationality, religious opinion, race, sex, age (18 years plus), sexual orientation or colour.
- 6.4 Any prospective member other than an Honorary Life Member shall complete an application in the format provided by The Centre Manager.
- 6.5 The Trustees have absolute and sole discretion to refuse membership without providing a reason.
- 6.6 Termination of Membership. The Trustees shall have the right by resolution passed at a Trustee Meeting to terminate or suspend the membership of an individual Full, Affiliated Member or Honorary Life Member if in its opinion such person or group has been guilty of conduct prejudicial to The Association or its Objects provided that that person or the individual representing the Partner Association shall have the right to be heard by The Trustees before the final decision is made.

7. **Subscription**

- 7.1 All Full Members and Affiliated Members shall pay such subscriptions as The Trustees shall from time to time determine.
- 7.2 Honorary Life Members shall not be required to pay any subscription for membership.
- 7.3 Membership shall lapse automatically where a subscription (if due) is unpaid three months from when it became payable.

8. **Employees of the Association**

The Trustees (for The Centre Manager) or The SMT (for all other staff) may from time to time determine and shall fix the amount of any remuneration to be paid and the terms and conditions of employment.

9. **General Meetings of The Association**

- 9.1 Annual General Meeting. In each year an Annual General Meeting of The Association shall be held at such time and place as The Trustees shall determine. At least 21 days' notice of an Annual General Meeting shall be given by The Centre Manager to all Members by public notice and general notification in such a form and manner as The Centre Manager shall feel is effective, reliable and economic with no obligation to provide a guaranteed, individual notification to each Member. All Members will be encouraged to provide an up to date contact for electronic notification.
- 9.2 The business of each Annual General Meeting shall be:-
- 9.2.1 To receive the Annual Report to The Trustees, prepared by The Chairman.

- 9.2.2 To receive and approve audited accounts of The Association.
 - 9.2.3 To elect The Trustees in accordance with Clause 5.2.13.
 - 9.2.4 To elect the Officers of The Association from among the Trustees to serve for a maximum of twelve months from appointment.
 - 9.2.5 To appoint auditors for the coming year.
 - 9.2.6 To consider and vote on proposals to alter the Constitution in accordance with Clause 14.
 - 9.2.7 To consider any other business of which due notice in writing has been given to The Centre Manager not less than 21 days' prior to the Annual General Meeting.
- 9.3 Special General Meeting. A Special General Meeting of The Association shall be convened by a 21 day Notice from The Centre Manager under the terms of Clause 9.1 either:- 9.3.1 at the discretion of The Chairman or The Centre Manager or 9.3.2 upon receipt by The Centre Manager of a written request for such a meeting signed by 20 or more Members entitled to vote specifying the reasons for the requested meeting and the resolution to be determined by it.

10. **Rules and Procedures at all Meetings of The Association**

- 10.1 All questions arising at any meeting shall be decided by simple majority of those present and entitled to vote. 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 chairman of the meeting in question shall have a second or casting vote.
- 10.2 A Member may appoint a person to vote by proxy for him at any General Meeting of The Association. Such proxy must be a Member. Any proxy appointment must be in writing and signed by the appointing Member, dated within the period of the Notice convening the meeting and deposited with The Chairman before the time set for the start of the meeting. The Chairman of the meeting shall have sole discretion over the validity of a proxy appointment.
- 10.3 Quorum. 20 Members present in person or by proxy shall form a quorum for General Meetings of The Association. In the event that no quorum is present at a General Meeting of The Association, the meeting shall stand adjourned and be reconvened 14 days later, and those Members present at that meeting shall be deemed to form a quorum irrespective of their number.
- 10.4 No Trustee or Member of The Association shall be entitled to vote at any meeting unless his subscription at that time has been paid in full.
- 10.5 Minutes. Minutes shall be kept by The Association, The Trustees, The SMT and all sub-committees or special project groups, and the appropriate secretary of each shall ensure a record of all proceedings and resolutions is maintained in an appropriate permanent form. All such minutes are available upon request to any Member of The Association save for the minutes of any

confidential business of The Trustees concluded under the provisions Clause 5.2.17.

11. Finance

- 11.1 All money raised by or on behalf of The Association shall be applied to further the Objects and for no other purpose, providing nothing here shall prevent the payment in good faith of reasonable and proper remuneration of an employee of The Association or the re-imbursment of reasonable out of pocket expenses incurred by an employee or volunteer or Trustee.
- 11.2 The Treasurer shall keep proper accounts of the finances of The Association.
- 11.3 The accounts shall be audited at least once a year by a properly qualified auditor or auditors who shall be appointed at the Annual General Meeting. ('properly qualified auditors' shall have the meaning ascribed to them by statute in respect of charity law).
- 11.4 An audited statement of accounts for the last financial year of The Association shall be submitted by The Trustees to the next Annual General Meeting.
- 11.5 Daily financial management of The Association shall be under the control of The Centre Manager and the sanction of The SMT under Clause 5.3.4.11.

12. Custodian Trustees

The status of Custodian Trustees is abolished from the date of the adoption of this Constitution.

From that point all property of any nature vested in Custodian Trustees shall vest in The Trustees and the Custodian Trustees shall co-operate with all reasonable formalities necessary to achieve this transfer process so that all assets and property of The Association shall be held by The Trustees under Clause 5.1 of this Constitution.

Any freehold or leasehold assets of The Association at the date of the adoption of this Constitution shall be held by the Trustees upon the terms contained in Clause 5 of the Conveyance .

13. Dissolution

If the Trustees decide by a two-thirds majority, at any time, or for any reason, that it is necessary or advisable to dissolve The Association then a Special General Meeting of The Association shall be convened by Notice to the Members under the provisions of Clause 9.1 clearly stating the terms of the proposed resolution to dissolve The Association. In addition to such Notice, The Centre Manager shall also give 21 days' Notice in writing of the proposed resolution to dissolve, to the Charity Commissioners for England and Wales who shall publish such Notice and proposed resolution by advertisement in conspicuous public places in the locality of The Association and local newspapers or equivalent means of information dissemination.

If such duly convened Special General Meeting approves the resolution to dissolve by a two-thirds majority, The Association shall be dissolved.

Subject to the provisions of Clause 12 of this Constitution The Trustees shall have the power to dispose of any assets held by, or in the name of The Association.

Any assets remaining after the satisfaction of proper debts and liabilities shall be applied towards charitable purposes for the benefit of the inhabitants of Lymington, Pennington and the neighbourhood as The Trustees may decide and as may be approved by The Charity Commissioners of England and Wales or other authority having charitable jurisdiction.

14. Alterations to The Constitution

An alteration to this Constitution shall require the approval of a simple majority of The Trustees present and voting, and the approval of two thirds of the Members of the Association entitled to vote in person or by proxy at a Special General Meeting provided that:

- 14.1 Notice of the proposed alteration shall have been delivered to The Centre Manager not less than 35 days before the date of the meeting of The Association at which it is to be considered; and
- 14.2 The Notice requirements for a Special General Meeting of The Association prescribed in Clause 9.3 have been complied with.
- 14.3 No alteration to Clause 3 defining The Objects 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 this charity to cease to be a charity at law.