CONSTITUTION OF THE TANHOUSE COMMUNITY RESOURCE CENTRE MANAGEMENT ASSOCIATION.

1. NAME

The name of the organisation is the Tanhouse Community Resource Centre Management Association (hereinafter called the Association).

2. OBJECTS

The objects of the Association are to:

a. Promote the benefit of the inhabitants of Tanhouse and the neighbourhood together defined by District Council ward boundaries for the wards of Tanhouse (hereinafter called “the area of benefit”) without distinction of gender, 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 the 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. Establish, or secure the establishment of, a Community Resource Centre (hereinafter called “the Centre”) and to maintain and manage the same in co-operation with the West Lancashire District Council (hereinafter called “the Council”), and any other person or body, in furtherance of these objects.

c. Promote such other charitable purposes as may from time to time be determined.

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

3. POWERS

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

a. Bring together in conference representatives of voluntary and charitable organisations, Government departments, statutory authorities and individuals:

b. Arrange and provide for, either alone or with others, the holdings 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 or periodicals, pamphlets or other documents, including films and recordable material, as shall further its objects, and to issue or circulate the same whether for payment or otherwise;

e. Purchase, take or lease 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 of Clause 16 hereof;

f. Make regulations for the proper supervision, control and management of any property, which may be acquired;

g. 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;

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 in raising funds for its charitable objects; unless such activities have the written approval of the Council

i. Support any charitable trusts, associations or institutions formed for all or any of the objects;

j. Receive money on deposit or loan or overdraft, in such manner as the Association may think fit, SUBJECT TO such consents or on such conditions as may be required by law; and the approval of the Council.

k. Invest money not immediately required for its objects in or upon such investments, securities or property as the Association may think fit, SUBJECT NEVERTHELESS to such conditions (if any) as may for the time being be imposed by law;

l. Borrow money, and SUBJECT TO such consents as may be required by law, to charge all or any property of the Association with the repayments of the money so borrowed;

m. Subject to clause 12 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;

n. Insure and arrange insurance cover and to indemnify its employees and voluntary workers from and against all such risks incurred in the course of performance of their duties as may be thought fit;

o. Do all such other lawful things as shall further the charitable objects of the Association;

p. Manage the facilities designated for Community Use at the Centre provided by the Council. The Association shall have no legal interest either freehold or leasehold in the facilities owned by the Council and nothing in this document or in the conduct of the parties shall constitute a licence or confer a tenancy or greater interest upon the Association unless and except the parties have by agreement entered into a Lease and/or Agreement to that effect. The Association shall manage the facilities in co-operation with Council.

4. MEMBERSHIP

a. Membership shall be open, irrespective of age, gender, sexual orientation, race, nationality, or political, religious or other opinion to:

i. Anyone over the age of 18 years who lives within the area of benefit, who shall be known as "FULL" Members;

ii. Individuals aged between 11 and 18 years, living within the area of benefit, who shall be known as YOUTH Members and who may be admitted to membership subject to such conditions as the Management Committee may decide. They shall have the power to elect two of their number to represent them, with the right to vote, at meetings of the Management Committee. Any Youth members may also attend General Meetings as observers but shall not have the right to vote.

iii. Associations and organisations, whether corporate or unincorporated, (and including branches of national or international organisations) which operate solely or in part within the centre, are voluntary or non-profit-distributing and which wish to support the objects of the Association, which shall be known as AFFILIATED Groups;

iv. The Statutory Authority in whose administrative area the “area of benefit” lies namely the Council
b. Each member organisation as set out in Clause 4 (a) (iii) and 4 (a) (iv) above shall appoint one individual person being a member thereof to represent it and vote on its behalf at General Meetings of the Association, and may appoint an alternative being a member thereof to replace its appointed representative as an observer at such meetings if the appointed representative is unable to attend. In the event of such individual person resigning or leaving a member organisation he or she shall forthwith cease to be a representative thereof. The member organisation concerned shall have the right to appoint a new representative, informing the Secretary in writing.

c. Individual members admitted under Clause 4 (a) (i) or elected as voting representatives under Clause 4 (a) (ii) and representatives appointed under Clause 4 (b) above shall hereafter be referred to as ‘members with power to vote’.

5. SUBSCRIPTIONS

All individual members and Affiliated Groups shall pay such subscriptions as the Management Committee may from time to time determine.

6. RESIGNATION AND TERMINATION OF MEMBERSHIP

a. Any member of the Association may resign his/her membership and any representative of a member organisation may resign such position, by giving to the Secretary of the Association written notice to that effect.

b. The Leisure and Cultural Services Manager (hereinafter referred to as the “Leisure Manager”), in accordance with clause 22 (e) and (f), may, terminate or suspend the membership of any member, group of members or the Management Committee. The Leisure Manager may make recommendations as to the future conduct of a member, group of members of the Management Committee or in respect of the running of Management Committee or the Centre PROVIDED THAT the individual member, group of members or the Management Committee shall have the right to appeal to the Council’s Executive Manager for Community Services (hereinafter referred to as the Executive Manager) or his/her appointed representative if the member, group of members or the Management Committee concerned is dissatisfied with the decision of the Leisure Manager.

c. The Executive manager shall have the power to terminate the membership of any members, group of members or disband the Management Committee against whom a complaint is upheld under clause 22 (f) and (h), to suspend any member, group of members or the Management Committee and to make recommendations as to the future conduct of a member, group
7. GENERAL MEETINGS OF THE ASSOCIATION

a. Annual General Meetings:

Once in each calendar year, an Annual General Meeting of the Association shall be held at such time and place, as the Management Committee shall determine, being not more than fifteen months after the adoption of this constitution and thereafter the holding of the preceding Annual General Meeting. At least 21 clear days notice shall be posted in a conspicuous place or places in the area of benefit or advertised in a newspaper circulating in the area of benefit.

The business of each Annual General Meeting shall be:

i. To receive the Annual Report of the Management Committee, which shall incorporate the accounts of the Association referred to below, and gives an account of the work of the Association and its activities during the preceding year;

ii. To receive the accounts of the Association for the preceding financial year;

iii. To elect the Honorary Officers of the Association in accordance with Clause 8 hereof.

iv. To note the names of persons appointed/elected to serve as members of the Management Committee under Clause 9 (a) (ii) – (vii) hereof;

v. To elect 10 representatives of full members to serve on the Management Committee;

vi. Notwithstanding clause 15(d), To appoint one or more qualified auditors or independent examiners for the coming year to audit or examine the accounts of the Association if relevant under the Charities Act 1993 (or any statutory modification or re-enactment of the Act);

vii. To consider and vote on any proposals to alter this constitution in accordance with Clause 21 hereof;

viii. To consider any other business of which due notice has to be given;

b. Special General Meetings:
The Chair of the Management Committee may at any time at his/her discretion and the Secretary shall within 21 days of receiving a written request so to do signed by not less than 7 members with power to vote and giving reasons for the request, call a Special General Meeting of the Association to consider the business specified on the notice of meeting 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 or advertised in a newspaper circulating in the area of benefit.

8. **HONORARY OFFICERS**

   a. Only members of the Association aged eighteen years and over shall be eligible to serve as Honorary Officers.

   b. The members with power to vote present at the Annual General Meeting shall elect the Chairman, Vice Chairman, Treasurer and Secretary of the Association and such other Honorary Officers as the Association may from time to time decide who shall serve in their respective capacities as Honorary Officers of the Management Committee. Such Honorary Officers may be appointed as members of any sub-committee established in accordance with Clause 10 hereof.

   c. At its first meeting after the Annual General Meeting the Management Committee may elect from among its members a Booking Officer And Keyholder.

   d. All Honorary Officers shall cease to hold office if he/she notifies the Secretary of the Association in writing of his/her resignation.

   e. If a vacancy occurs by death, resignation or disqualification among the Honorary Officers of the Association the Management Committee shall have the power to fill it from among its members.

   f. Subject to sub-clause (d) of this clause, all Honorary Officers shall hold office until the conclusion of the next Annual General Meeting of the Association and shall be eligible to re-election.

9. **THE MANAGEMENT COMMITTEE**

Subject to the provisions of Clause 7 hereof the policy and general management of the affairs of the Association shall be directed by the Management Committee, which shall meet not less than six times a year. As the Charity Trustees, the Management Committee shall have power to enter into contracts for the purposes of the Association on behalf of all members and may exercise on behalf of the Association any or all of the powers enumerated in Clause 3 hereof.
a. The Management Committee shall consist of:
   i. The Honorary Officers elected under Clause 8 hereof;
   ii. Three Elected Ward Councillors of the Council from the area of benefit;
   iii. The relevant District Council Portfolio Holder
   iv. Persons co-opted individually by the Management Committee who shall serve on the Management Committee until the conclusion of the next Annual General Meeting; PROVIDED THAT the number of co-opted members shall not exceed one third of the total number of members elected and appointed to the Management Committee in accordance with the provisions of this sub-clause and enumerated above;
   v. Up to two officer representatives of the Council
   vi. Ten representatives of “FULL” members to be elected from among and by themselves at the Annual General Meeting.
   vii. One representative appointed by each Affiliated Group in accordance with Clause 4 (b) hereof.

b. All members of the Management Committee shall retire from office together at the conclusion of the Annual General Meeting which takes place on the second anniversary on which they came into office but they may be re-elected or re-appointed.

c. If casual vacancies occur among the elected members of the Management Committee it shall have power to fill these from among the members of the Association.

d. The proceedings of the Management Committee shall not be invalidated by any failure to elect or any defect in the election, appointment, co-option or qualification of any member.

e. Members shall be excluded / disqualified from serving on the Management Committee if he or she;

   i. is disqualified from holding such office by virtue of section 72 of the Charities Act 1993 (or any statutory modification or re-enactment of that provision), or
   ii. is incapable by reason of mental disorder, illness or injury of managing his or her own affairs, or
iii. is absent without giving apologies from all 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 or 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), or

v. is disqualified by the Department of Trade and Industry from being a company director, or

vi. is a bankrupt or has made a voluntary arrangement with creditors, or

vii. has been a director of a company which has gone into insolvent liquidation, or

viii. has been convicted of a serious criminal offence in particular any offence involving dishonesty or any offence involving imprisonment whether suspended or not. (If in doubt the decision as to what constitutes a serious criminal offence is to be made by the Executive Manager, or

ix. fails to gain enhanced CRB clearance.

The provisions of this sub-clause also apply to any individual holding trustee who may be appointed in accordance with Clause 16 (a) below.

f. Each member of the Management Committee shall upon election or appointment to the Committee receive a copy of the Association’s Constitution.

g. No person under the age of eighteen, other than those appointed under Clause 4(a)(ii), shall be a member of the Management Committee but such persons may be invited to attend meetings of such committee as observers without the right to vote.

10. **SUB-COMMITTEES**

The Management Committee may appoint one or more sub-committees for supervising or performing any activity or service.

In each such case:-
a. The Management Committee shall define the terms of reference of the sub-committee and may also determine its composition and the duration of its activities;

b. All acts and proceedings of the sub-committee shall be reported as soon as possible to the Management Committee.

11. MANAGEMENT COMMITTEE MEMBERS NOT TO BE PERSONALLY INTERESTED

a. No member of the Management Committee (otherwise than as trustee for the Association) shall acquire any interest in property belonging to the Association;

b. No member of the Management Committee (otherwise than as a member 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.

12. PAID EMPLOYEES

a. The Management Committee shall have sole right in exercise of the power conferred by Clause 3(m) hereof appointing, dismissing and determining the terms and conditions of service of all employees of the Association.

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

13. RULES OF PROCEDURE AT ALL MEETINGS

a. Voting

Subject to the provisions of Clause 21, any questions arising at a meeting of the Management Committee or one of its sub-committees shall be decided by a simple majority of those present and voting. 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.

b. Quorum

i. Committee Meetings; one third of the members with power to vote shall form a quorum at meetings of the
Management Committee and all other committees and sub-committees of the Association.

ii. General Meetings; fifteen members with the power to vote shall form a quorum at a General Meeting of the Association.

iii. In the event that no quorum is present at an Annual General Meeting of the Association, or the meeting has to be abandoned the meeting shall stand adjourned and be reconvened not sooner than 28 days later and within 3 months later and until the meeting is reconvened the current committee shall continue to manage the affairs of the Association.

c. Minutes

Minutes books shall be kept by the Association and all its committees and the respective secretary shall enter therein a record of all proceedings and resolutions.

14. STANDING ORDERS AND RULES FOR THE USE OF THE CENTRE

The Management Committee shall have power to adopt and issue Standing Orders for the conduct of Association 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 Association in General Meeting and that they shall be consistent with the provisions of this constitution.

15. 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 of good faith of reasonable and proper remuneration to any:-

employee of the Association or the repayment of reasonable out-of-pocket expenses incurred on behalf of the Association by employees and volunteers.

b. An account shall/has been opened in the name of the Association with the Ormskirk branch of the NatWest Bank. The Management Committee shall authorise in writing the Treasurer, the Secretary of the Association and two other members of the Management Committee to sign cheques on behalf of the Association. All cheques must be signed by not less than two of the four authorised signatories.

c. The Association’s financial year shall be from 1st April to 31st March.
d. All accounts operated by the Association shall be audited annually by officers of the Council qualified to do so.

16. **TRUST PROPERTY**

a. **Land and Buildings**;

Subject to the provisions of sub-clause (b) of this Clause, the Management Committee shall cause the title of all land (which is not vested in the Official Custodian for Charities) and all investments held by or in trust for the Association to be vested either in a corporation entitled to act as custodian trustee or in not less than three nor more than four named individuals (not being members of the Management Committee) appointed at a general meeting as holding trustees. Holding trustees shall act in accordance with the lawful directions of the Management Committee PROVIDED THAT they act only in accordance with such lawful directions, holding trustees shall not be liable for the acts and defaults of members of the Management Committee. Holding trustees may be removed by the Management Committee at its pleasure and shall otherwise cease to hold office in accordance with the provisions of Clause 9 (e) above.

b. **Investments**

If a corporation entitled to act as custodian trustee has not been appointed to hold the property of the Association, the Management Committee may permit any investments held by or in trust for the Association to be held in the name of a clearing bank, trust corporation or any stock broking company which is a member of the international Stock Exchange (or any subsidiary of any such stock broking company) as nominee for the Management Committee and may pay such nominee reasonable and proper remuneration for acting as such.

17. **ACCOUNTS**

The Management Committee has the authority to seek charitable status if it wishes and if so shall comply with its obligations under the Charities Act 1993 (or any statutory modification or re-enactment of that Act) with respect to:

a. The keeping of accounting records for the Association;

b. The preparation of annual statements of the accounts for the Association;
c. The auditing or independent examination of the statements of account of the Association;

d. The transmission of the statement of account to the Charities Commission for England and Wales.

18. **ANNUAL REPORT AND ANNUAL RETURN**

If appropriate the Management Committee shall comply with its obligations under 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 and their transmission to the Charity Commissioners for England and Wales.

19. **INDEMNITY**

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 Association 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 member of the Management Committee in good faith (provided reasonable supervision shall have been exercised); and 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 liable.

20. **DISSOLUTION**

If the Management Committee by a simple majority decides at any time that on the ground of expense or otherwise it is necessary or advisable to dissolve the Association it shall call a meeting of all members with power to vote and of the inhabitants of the area of benefit of the age of eighteen years and upwards of which meeting not less than 21 days clear notice (stating the terms of the resolution to be proposed thereat) shall be posted in a conspicuous place or places in the area of benefit and advertised in a newspaper circulating in the area of benefit and given in writing to the Charity Commissioners for England and Wales if appropriate and the Leisure Manager. If such decision shall be confirmed by a simple majority of those present and voting at such meeting the Management Committee shall have power to dispose of any assets held by or in the name of the Association. Any assets remaining after the satisfaction of any property debts and liabilities shall be applied towards such charitable purposes for the benefit of the
inhabitants of the area of benefit as the Management Committee shall
decide subject to the prior approval in writing of the Leisure Manager,
and the Charity Commissioner for England and Wales, if appropriate.

21. **ALTERATIONS TO THE CONSTITUTION**

Any proposals 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 considered. Any alterations will
require the approval of:

a. A simple majority of members with the power to vote present
   and voting at a Management Committee meeting;

b. A two-thirds majority of members with power to vote present and
   voting at a General meeting.

c. The approval of the appropriate District Council Portfolio Holder
   and the Leisure Manager.

At least 14 clear days notice shall be posted in a conspicuous place in
the area of benefit and advertised in a newspaper circulating the area
of benefit, stating the wording of the proposed alteration.

No alteration shall be made to this constitution, which would cause the
Association to cease to be a charity at law.

22 **COMPLAINTS PROCEDURE**

a. On receipt of a complaint received in writing by either the
   Management Committee or the Council. The complaint shall,
   subject to 22(g), be considered/investigated by a panel
   comprising the Chairman of the Committee,(but shall be
   excluded where he/she is the subject of the complaint) and 3
   other committee members, who are not the subject of the
   complaint. One of whom shall be an officer of the Council
   appointed in accordance with Clause 9(a)(v).

b. The findings and recommendations of this panel shall be
   reported to the Management Committee (the membership of
   which shall exclude all members who are the subject of the
   complaint) who will consider any required action. The
   complainant shall be advised of the panel's recommendations
   before the matter is placed for consideration before the
   Management Committee, and shall have the right to address the
   Management Committee prior to a decision.

c. Following determination of a complaint by a Management
   Committee the complainant shall be advised of its decision.
d. Where the complainant disagrees with the decision of the Management Committee the matter shall be considered by the Council in accordance with the Council’s complaints procedure.

e. If the complaint relates to the actions of an individual or group of individuals (not the Management Committee as a whole) and if in the reasonable opinion of the majority of the Management Committee or the Leisure Manager it is of a serious enough nature then the individuals concerned may be suspended from involvement in the management of the centre until investigations are concluded and after giving the individual or group of individuals the opportunity to make written representations the Leisure Manager agrees to their resumption of responsibilities or terminates their membership in accordance with 6(b) subject to a right of the individual or group of individuals to appeal the decision of the Leisure Manager to the Executive Manager.

f. In the event that on appeal the complaint is upheld then the membership of that individual or group of individuals may be terminated in accordance with clause 6(c).

g. In the event that the complaint relates to the actions of the Management Committee as a group (or all of it's members) then the Leisure Manager alone shall consider, investigate and determine the complaint after giving the complainant the opportunity to make any written representations subject to the right of the complainant to appeal against the decision of the Leisure Manager to the Executive Manager. Where this clause 22(g) applies the Leisure Manager alone shall in exercise of the powers under 22(e) determine the seriousness of the complaint and the resumption of responsibilities or the termination of the Management Committee in accordance with Clause 6(b) and arrange for a general meeting to elect a new committee in accordance with this Constitution.

h. In the event that on appeal a complaint against the Management Committee is upheld then the Executive Manager shall have the power to disband the Management Committee, terminate the membership of those members involved in accordance with section 6(c), and arrange for a general meeting to elect a new committee in accordance with this constitution.

This Constitution was adopted at a General Meeting of the Association held on 11th July 2007