

# HEREFORDSHIRE DISABILITY UNITED

## CONSTITUTION



Date of constitution (last amended): 20<sup>th</sup> March 2013

### **Name**

1. The name of the association is Herefordshire Disability United (and is referred to in this document as “the Charity”).

### **Administration**

2. The Charity and its property will be administered and managed in accordance with this constitution by the Trustees.

### **Objects**

3. The objects of the Charity are to further the interests of disabled people, and their carers and families, within the County of Herefordshire.

### **Powers**

4. In furtherance of the above objects, but not otherwise, the Charity has the following powers—
  - (a) to provide information and advice to disabled people and their carers and families within the County of Herefordshire;
  - (b) to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
  - (c) to combat discrimination on the grounds of disability, to promote a positive image of disabled people, and to promote equality of opportunity;
  - (d) to raise funds and to invite and receive contributions, provided that in raising funds the Charity shall not undertake any substantial permanent trading activities and shall conform to any relevant requirements of the law;
  - (e) to buy, take on lease or in exchange, any property necessary for the achievement of its objects and to maintain and equip it for use;
  - (f) to sell, lease or dispose of all or any part of the property of the Charity. In exercising this power, the Trustees must comply as appropriate with sections 117 – 122 of the Charities Act 2011;
  - (g) to borrow money and to charge all or any part of the property of the Charity as security for repayment of the money so borrowed. The Trustees must comply as appropriate with sections 124 – 126 of the Charities Act 2011 if they intend to mortgage land;
  - (h) to establish or support any charitable trusts, associations or institutions formed for all or any of the Charity’s objects;
  - (i) to acquire, merge with or enter into any partnership or joint venture arrangement with any other charity formed for any of the Charity’s objects;

- (j) to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
- (k) to obtain and pay for such goods and services as are necessary for carrying out the work of the Charity;
- (l) to open and operate such bank and other accounts as the Trustees consider necessary and to invest the Charity's funds in the same manner and subject to the same conditions as permitted by the Trustee Act 2000;
- (m) to do all such other lawful things as are necessary for the achievement of the Charity's objects.

### **Application of income and property**

5. The income and property of the Charity shall be applied solely towards the promotion of its Objects provided that—
  - (a) a Trustee is entitled to be reimbursed from the property of the Charity, or may pay out of such property, reasonable expenses incurred by him or her when acting on behalf of the Charity;
  - (b) a Trustee may benefit from trustee indemnity insurance cover purchased at the Charity's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011;
  - (c) a Trustee or connected person may receive interest on money lent to the Charity at a reasonable and proper rate which must be no more than the Bank of England bank rate (also known as the base rate);
  - (d) a Trustee or connected person may receive rent for premises let by the Trustee or connected person to the Charity. The amount of the rent and the other terms of the lease must be reasonable and proper. The Trustee concerned shall withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion;
  - (e) a Trustee or connected person may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public;
  - (f) a Trustee or connected person may receive a benefit from the Charity in the capacity of a beneficiary of the Charity but strictly on the same terms as other beneficiaries.
6. None of the income or property of the Charity may be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to any Member of the Charity. This does not prevent a Member who is not a Trustee from receiving reasonable and proper remuneration for any goods or services provided to the Charity.

### **Membership**

7. Membership of the Charity will be open to any individual or representative of a local organisation interested in promoting the objectives of the Charity. Members under the age of 18 will not have voting rights.
8. The Trustees will have the right to approve or reject an application for Membership.
9. The Trustees will have the right to levy an annual Membership fee, such fee to be agreed at each Annual General Meeting.
10. Every Member present at a meeting will have one vote.

11. The Trustees can, for good reason, terminate any individual's or organisation's Membership, provided that they are given the right to be heard.

### **Board of Trustees**

12. The affairs of the Charity will be controlled by a Board of Trustees comprising the Core Officers of the Charity and at least three (3) and not more than five (5) other Members, elected from and by the Members. The Core Officers will be: Chair, Vice-Chair, Secretary, and Treasurer. The Trustees will meet at agreed intervals and not less than four times per year.
13. In addition to the Members elected to the Board of Trustees there may be up to three (3) further co-opted Members, individuals, or organisation representatives who will serve for a period no longer than twelve months, provided that the number of co-opted Trustees does not exceed one-third of the total number of Trustees. Co-opted members will not have voting rights.
14. Each Trustee will retire at the Annual General Meeting following their appointment but will be eligible for re-election at that Annual General Meeting.
15. The duties of the Trustees will be—
  - (a) to control the affairs of the Charity on behalf of the Members;
  - (b) to make decisions on the basis of a simple majority vote.
16. The Trustees may appoint one or more sub-committees consisting of such Members as they think fit, for the purpose of making any enquiry, or supervising or performing any function or duty, which in their opinion would be more conveniently undertaken or carried out by a sub-committee: provided that all acts and proceedings of any such sub-committees are fully and promptly reported to, and agreed by, the Trustees. Such meetings will be chaired by a Core Officer.
17. The Trustees will follow a leadership model with at least 75% of the Trustees having lived with experience of disability or health conditions.
18. The Trustees will be mindful of all disabilities while fulfilling their role.

### **People who may not serve on the Board of Trustees**

19. Under no circumstances shall any of the following serve as Trustees—
  - (a) a person aged less than 18 years;
  - (b) a person who has an unspent conviction involving dishonesty or deception, or is an undischarged bankrupt, or is otherwise disqualified from serving as a charity trustee by virtue of sections 178 and 179 of the Charities Act 2011.

### **Retirement, disqualification and removal of Trustees**

20. The office of a Trustee shall be immediately vacated if he or she—
  - (a) ceases to be a Member of the Charity; or
  - (b) resigns his or her office in writing to the Charity (but only if at least three Trustees will remain in office when the resignation takes effect); or
  - (c) becomes bankrupt or is otherwise disqualified by law from serving as a charity trustee.

### **Conflicts of interest and conflicts of loyalties**

21. A Trustee must—

- (a) declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared; and
  - (b) absent himself or herself from any discussions of the Trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest).
22. Any Trustee absenting himself or herself from any discussion in accordance with this clause must not vote or be counted as part of the quorum when the Trustees make any decision on the matter.

### **Election of Officers**

23. All Officers will be elected at the Annual General Meeting of the Charity by and from the Members of the Charity.
24. All Officers will be elected for a period of one year, but may be re-elected to the same office or another office the following year.

### **Finances**

25. The Treasurer will keep accurate accounts of the finances of the Charity. These will be available for reasonable inspection by Members on application to the Trustees. Also at each Trustees' meeting will an up to date financial report be given by the Treasurer, or supplied by them if unable to attend.
26. The Charity will maintain an appropriate bank account and the following Officers will be authorised to sign cheques: two from the Treasurer, Chair, Vice-Chair and Secretary, provided that they are not related.

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

27. The Trustees must comply with their obligations under the Charities Act 2011 with regard to—
- (a) the keeping of accounting records for the Charity;
  - (b) the preparation of annual statements of account for the Charity;
  - (c) the auditing or independent examination of the statements of account of the Charity;
  - (d) the transmission of the statements of account of the Charity to the Commission;
  - (e) the preparation of an annual report and its transmission to the Commission;
  - (f) the preparation of an annual return and its transmission to the Commission.

### **Meetings**

28. The Annual General Meeting of the Charity will be held within fifteen months of the previous AGM. Twenty one (21) clear days written notice will be given to Members. The Secretary will circulate or give notice of the agenda for the Annual General Meeting to Members not less than ten (10) days beforehand.
29. The business of the Annual General Meeting will be to—
- (a) confirm the Minutes of the previous Annual General Meeting;
  - (b) receive the inspected accounts for the year from the Treasurer;
  - (c) receive the Annual Report of the Trustees from the Chair;

- (d) elect the Officers of the Charity (i.e. Chair, Vice-Chair, Secretary and Treasurer and the other Trustees);
  - (e) transact any other business received in writing by the Secretary from Members fourteen (14) days prior to the Meeting and included on the agenda.
30. A Special General Meeting shall be convened by order of the Trustees or on receipt by the Secretary of a request in writing from not less than five (5) Members of the Charity. At least 21 days notice of the meeting will be given.
31. At all meetings, the chair will be taken by the Chair or, in their absence, by the Vice Chair or a deputy appointed by Members attending the meeting.
32. The quorum necessary to transact business at all meetings will be at least four (4) Members present.
33. Each Member present at all meetings will be entitled to one vote. Where a vote is equal the Chair of the meeting will have the casting vote.

### **Minutes**

34. The Trustees must keep minutes of all—
- (a) appointments of officers made by the Trustees;
  - (b) proceedings at meetings of the Charity;
  - (c) meetings of the Trustees and committees of Trustees including—
    - i) the names of the Trustees present at the meeting;
    - ii) the decisions made at the meetings; and
    - iii) where appropriate, the reasons for those decisions.

### **Registered particulars**

35. The Trustees must notify the Commission promptly of any changes to the Charity's entry on the Central Register of Charities.

### **Property**

36. The Trustees must ensure that the title to—
- (a) all land held by or in trust for the Charity that is not vested in the Official Custodian of Charities; and
  - (b) all investments held by or on behalf of the Charity
- is vested either in a corporation entitled to act as Custodian Trustee or in not less than three individuals appointed by them as Holding Trustees.
37. The terms of the appointment of any Holding Trustees must provide that they may act only in accordance with lawful directions of the Trustees and that, if they do so, they will not be liable for the acts and defaults of the Trustees or of the Members of the Charity.
38. The Trustees may remove the Holding Trustees at any time.
39. Any property, assets or contracts held in the name of the Charity and not vested in named Holding Trustees or in a Custodian Trustee shall be deemed to be held jointly by the Trustees for the time being.

## **Disputes**

40. If a dispute arises between Members of the Charity about the validity or propriety of anything done by the Members or Trustees under this deed, and the dispute cannot be resolved by agreement, the Trustees party to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

## **Amendments to the Constitution**

41. Subject to the following provisions of this clause, the constitution may be amended by a resolution passed by not less than two-thirds of those Members present and voting at a general meeting. The provisions are—
- (a) the notice of the general meeting must include notice of the resolution, setting out the terms of the amendment proposed;
  - (b) no amendment may be made that would have the effect of making the Charity cease to be a charity at law;
  - (c) no amendment may be made to the Objects if the change would undermine or work against the previous objects of the Charity;
  - (d) no amendment may be made to clauses 5 or 6 without the prior written consent of the Commission;
  - (e) the Trustees shall promptly send to the Commission a copy of any amendment made under this clause.

## **Dissolution**

42. If the Members resolve to dissolve the Charity the Trustees will remain in office as Trustees and be responsible for winding up the affairs of the Charity in accordance with this clause.
43. The Trustees must collect in all the assets of the Charity and must pay or make provision for all the liabilities of the Charity.
44. The Trustees must apply any remaining property or money—
- (a) directly for the Charity's Objects; or
  - (b) by transfer to any charity or charities for purposes similar to those Objects; or
  - (c) to any Charity or charities for use for particular purposes that fall within the Objects.
45. In no circumstances shall the net assets of the Charity be paid to or distributed among the Members of the Charity and, if no resolution in accordance with the above clauses is passed by the Members, the net assets of the Charity shall be applied for charitable purposes as directed by the Court or the Commission.
46. The Trustees must notify the Commission promptly that the Charity has been dissolved. If the Trustees are obliged to send the Charity's accounts to the Commission for the accounting period which ended before its dissolution, they must send the Charity's final accounts to the Commission.

## **Interpretation**

47. In this constitution—
- “the Commission” means the Charity Commission for England and Wales.
- “connected person” means:

- (a) a child, parent, grandchild, grandparent, brother or sister of the Trustee;
- (b) the spouse or civil partner of the Trustee or of any person falling within paragraph (a) above;
- (c) a person carrying on business in partnership with the Trustee or with any person falling within paragraph (a) or (b) above;
- (d) an institution which is controlled –
  - i) by the Trustee or any connected person falling within paragraph (a), (b), or (c) above; or
  - ii) by two or more persons falling within sub-paragraph (i), when taken together
- (e) a body corporate in which –
  - i) the Trustee or any connected person falling within paragraphs (a) to (c) has a substantial interest; or
  - ii) two or more persons falling within sub-paragraph (i) who, when taken together, have a substantial interest.

Sections 350 – 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this clause.

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*Certified as a true copy of the constitution adopted 20<sup>th</sup> March 2013*

NAME: ..... SIGNATURE: .....

POSITION: ..... (*e.g. chair, secretary, trustee*)