

# Thornton Le Dale Playing Field Association

## Constitution

### Name

1. The name of the organisation is *Thornton Le Dale Playing Field Association*.

### Objects

2. The objects of the organisation shall be:

'To administer, manage and maintain Manthorpe Park as a playing field and recreation ground for the benefit of the inhabitants of the Parish of Thornton Le Dale with Ellerburn and Wilton.'

### Powers

3. In furtherance of the objects set out in clause 2 (but not otherwise), the organisation will have the following powers:

- (a) To continue to provide, develop and maintain a safe, challenging and stimulating play and recreation area for the benefit of all residents and visitors in the village of Thornton Le Dale.
- (b) To carry on any other activities which further any of the above objects.
- (c) To purchase, take on lease, hire, or otherwise acquire, any property or rights which are suitable for the association's activities.
- (d) To improve, manage, develop, or otherwise deal with, all or any part of the property and rights of the association.
- (e) To employ staff and volunteers as are necessary to conduct activities to meet the objects of the organisation.
- (f) To engage such consultants and advisors as are considered appropriate from time to time.
- (g) To effect insurance of all kinds (which may include officers' liability insurance).
- (h) To liaise with groups of a similar nature and exchange information, advice and knowledge with them, including cooperation with other voluntary bodies, charities, statutory and non statutory organisations, all with a view to furthering the organisation's objects.
- (i) To take such steps as may be deemed appropriate for the purposes of raising funds for the organisation's activities and to hold a bank account to manage such funds.
- (j) To accept grants, donations and legacies of all kinds (and to accept any reasonable conditions attaching to them).
- (k) To publicise and promote the work of the organisation and organise meetings, fundraisers and events etc.
- (l) To take any form of action that is lawful, that is necessary to achieve the objects of the organisation.

### General Structure

4. The structure of the group shall consist of:

(a) **Committee of Management** (referred to as 'the Committee' who hold regular meetings during the period between AGMs, and generally control and supervise the activities of the

organisation; in particular, the **Committee** is responsible for monitoring the financial position of the organisation. The Committee is also responsible for monitoring the work of the 'Friends' and the Junior Committee.

(b) '**Friends of Thornton Le Dale Playing Field Association**' who attend the Annual General Meeting (AGM), support the practical fundraising and caretaking work of the park and report to quarterly Committee meetings for the management committee to approve their activities.

(c) **Junior Committee** made up of the main users of the park aged 17 and under who consult and gather information from the main users of the park to aid in planning and development and take part in litter picking and fundraising activities and report to quarterly Committee meetings for the management committee to approve their activities.

## **Composition of The Committee**

5.(a) Nine elected members of the Committee shall be elected at the to be held as in this deed provided for a term of office commencing at the end of the AGM at which they are elected and expiring at the end of the AGM in the following year.

(b) Representative Members of the Committee shall be appointed by appointing organisations as are set out in the original deed of covenant and by any others deemed relevant to the work of the Association by a majority of its members. They shall be appointed before the AGM in any year for a term of office of one year.

(c) The Committee may co-opt not more than five members to hold office until the end of the AGM following their co-option

6. The Committee may allow any organisation in the village with aims of a recreational character consistent with those of the Playing Field, to appoint a representative to the Committee, providing 2/3 of the committee vote in favour.

7. If any organisation entitled to appoint a member to the committee ceases to exist or fails to make an appointment in any year the AGM shall decide in what way if at all the vacancy should be filled.

## **Organisations eligible for representation**

1. The Parish Council
2. Thornton-Le-Dale with Ellerburn and Wilton Parochial Church Council
3. The Trustees of Maltongate Methodist Church
4. Thornton Dale Cricket Club
5. Thornton Dale Football Club
6. Thornton-Le-Dale WI
7. Thornton-Le-Dale Girl Guides, Brownies and Rainbows
8. Management of Thornton-Le-Dale Primary School
9. Council of Management for the Village Hall
10. Thornton-Le-Dale Scouts, Cubs and Beavers
11. Thornton-Le-Dale Bowls Club
12. Thornton-Le-Dale Squash Club
13. Thornton-Le-Dale Traders' Association

## **Withdrawal from membership**

8. Any member of the organisation may resign his/her membership by providing the Secretary with written notice.

### **General meetings**

9. The business of each annual general meeting shall include:

- (a) A report by the Chair on the activities of the organisation.
- (b) Consideration of the annual accounts of the organisation.
- (c) The election/re-election of members of the Management Committee.

10. The Management Committee may convene a special general meeting at any time.

### **Notice of general meetings**

11. All members must be given at least 21 clear days notice of any annual general meeting or special general meeting.

12. Notice of every general meeting shall be given to all the members of the association, and to all the members of the Committee.

### **Procedure at Committee Meetings**

13. No business shall be dealt with at any general meeting unless a quorum is present; the quorum for a general meeting shall be a third.

14. If a quorum is not present within 15 minutes after the time at which a general meeting was due to commence – or if, during a meeting, a quorum ceases to be present – the meeting shall stand adjourned to such time and place as may be fixed by the chairperson of the meeting.

15. The chair of the organisation shall (if present and willing to act as chairperson) preside as chairperson of each general meeting; if the chair is not present and willing to act as chairperson within 15 minutes after the time at which the meeting was due to commence, the members of the present at the committee meeting shall elect from among themselves the person who will act as chairperson of that meeting.

16. Every member shall have one vote, which (whether by show of hands or on a secret ballot) must be given personally.

17. If there are an equal number of votes for and against any resolution, the chairperson of the meeting shall be entitled to a casting vote.

### **Maximum number of committee members**

18. The maximum number of members on the trustee board shall be **29**.

### **Eligibility**

19. A person shall not be eligible for election/appointment to the Committee unless he/she is a member of the association.

### **Election, retiral, re-election**

20. At each annual general meeting, the members may (subject to clause 18) elect any member to be a member of the committee.

21. The management may at any time appoint any '**Friend**' to be a member of the committee (subject to clause 18).

22. At each annual general meeting, all of the members of the Committee shall retire from office – but shall then be eligible for re-election.

### **Termination of office**

23. A member of the Committee shall automatically vacate office if:-

- (a) he/she becomes debarred under any statutory provision from being a charity trustee
- (b) he/she becomes incapable for medical reasons of fulfilling the duties of his/her office and such incapacity is expected to continue for a period of more than six months
- (c) he/she ceases to be a member of the association they represent.
- (d) he/she resigns office by notice to the association
- (e) he/she is absent (without permission of the Committee) from more than four consecutive meetings of the Committee, and the Committee resolves to remove him/her from office.

### **Register of Management Committee members**

24. The Management Committee shall maintain a register of Committee members, setting out the full name and address of each member of the Committee, the date on which each such person became a Committee member, and the date on which any person ceased to hold office as a Committee member.

### **Office bearers**

25. The Committee members shall elect from among themselves a chair, a treasurer and a secretary, and such other office bearers (if any) as they consider appropriate.

26. All of the office bearers shall cease to hold office at the conclusion of each annual general meeting, but shall then be eligible for re-election.

27. A person elected to any office shall cease to hold that office if he/she ceases to be a member of the Committee or if he/she resigns from that office by written notice to that effect.

### **Powers of the Management Committee**

28. Except as otherwise provided in this constitution, the association and its assets and undertakings shall be managed by the Committee, which may exercise all the powers of the organisation.

29. A meeting of the Committee at which a quorum is present may exercise all powers exercisable by the Committee.

### **Personal interests**

30. A member of the Committee who has a personal interest in any transaction or other arrangement into which the association is proposing to enter must declare that interest at a meeting of the Committee; he/she will be debarred from voting on the question of whether or not the organisation should enter into that arrangement.

31. For the purposes of clause 30, a person shall be deemed to have a personal interest in an arrangement if any partner or other close relative of his/hers **or** any firm of which he/she is a partner **or** any limited company of which he/she is a substantial shareholder or director, has a personal interest in that arrangement.

32. Provided

(a) he/she has declared his/her interest

(b) he/she has not voted on the question of whether or not the association should enter into the relevant arrangement and

(c) the requirements of clause 34 are complied with, a member of the Committee will not be debarred from entering into an arrangement with the association in which he/she has a personal interest (or is deemed to have a personal interest under clause 31) and may retain any personal benefit which he/she gains from his/her participation in that arrangement.

33. No member of the Committee may serve as an employee (full time or part time) of the association, and no member of the Committee may be given any remuneration by the association for carrying out his/her duties as a member of the Committee.

34. Where a Committee member provides services to the association or might benefit from any remuneration paid to a connected party for such services then

(a) the maximum amount of the remuneration must be specified in a written agreement and must be reasonable

(b) the Committee members must be satisfied that it would be in the interests of the association to enter into the arrangement (taking into account of that maximum amount)

(c) less than half of the Committee members must be receiving remuneration from the association (or benefit from remuneration of that nature).

35. The members of the Committee may be paid all travelling and other expenses reasonably incurred by them in connection with their attendance at meetings of the Committee, general meetings, or meetings of committees, or otherwise in connection with the carrying-out of their duties.

## **Procedure at Committee meetings**

36. Any member of the Committee may call a meeting of the Committee.

37. Questions arising at a meeting of the Committee shall be decided by a majority of votes; if an equality of votes arises, the chairperson of the meeting shall have a casting vote.

38. No business shall be dealt with at a meeting of the Committee unless a quorum is present. The quorum for meetings of the Committee shall be a third.

39. The chair of the organisation shall preside as chairperson at every Committee meeting at which he/she is present; if the chair is unwilling to act as chairperson or is not present within 15 minutes after the time when the meeting was due to commence, the Committee members present shall elect from among themselves the person who will act as chairperson of the meeting.

40. The Committee may, at its discretion, allow any person who they reasonably consider appropriate, to attend and speak at any meeting of the Committee; for the avoidance of doubt, any such person who is invited to attend a Committee meeting shall not be entitled to vote.

41. A Committee member shall not vote at a Committee meeting (or at a meeting of a committee) on any resolution concerning a matter in which he/she has a personal interest which conflicts (or may conflict) with the interests of the association; he/she must withdraw from the meeting while an item of that nature is being dealt with.

## **Conduct of members of the Committee**

42. Each of the members of the Committee shall, in exercising his/her functions as a member of the Committee of the association, act in the interests of the association; and, in particular, must

(a) seek, in good faith, to ensure that the association acts in a manner which is in accordance with its objects (as set out in this constitution)

(b) act with care and diligence which it is reasonable to expect of a person who is managing the affairs of another person

(c) in circumstances giving rise to the possibility of a conflict of interest of interest between the association and any other party

(i) put the interests of the association before that of the other party, in taking decisions as a member of the Committee

(ii) where any other duty prevents him/her from doing so, disclose the conflicting interest to the association and refrain from participating in any discussions or decisions involving the other members of the Committee with regard to the matter in question.

## **Delegation to sub committees**

43. The Committee may delegate any of their powers to any sub-committee consisting of one or more Committee members and such other persons (if any) as the Committee may determine; they may also delegate to the chair of the association (or the holder of any other post) such of their powers as they may consider appropriate.

44. Any delegation of powers under clause 43 may be made subject to such conditions as the Committee may impose and may be revoked or altered.

45. The rules of the procedure for any sub-committee shall be as prescribed by the Committee.

### **Operations of accounts and holding of property**

46. The signatures of two out of three signatories appointed by the Committee shall be required in relation to all operations (other than lodgement of funds) on the bank and building society accounts held by the association; at least one out of the two signatures must be the signature of a member of the Committee.

### **Minutes**

48. The shall ensure that minutes are made of all proceedings at general meetings, Committee meetings and meetings of committees; a minute of any meeting shall include the names of those present and (as far as possible) shall be signed by the chairperson of the meeting.

### **Accounting records and annual accounts**

49. The Committee shall ensure that proper accounting records are maintained in accordance with all applicable statutory requirements.

50. The Committee shall prepare annual accounts, complying with all relevant statutory requirements; if an audit is required under any statutory provisions or if they otherwise think fit, they shall ensure that an audit of such accounts is carried out by a qualified auditor.

### **Dissolution**

51. If the Committee determines that it is necessary or appropriate that the association be dissolved, it shall convene a meeting of the village adults; not less than 21 days' notice of the meeting (stating the terms of the proposed resolution) shall be given and advertised within the village and the local press.

52. If a proposal by the Committee to dissolve the association is confirmed by a two-thirds majority of those present and voting at the general meeting convened under clause 51, the Committee shall have power to dispose of any assets held by or on behalf of the organisation – and any assets remaining after satisfaction of the debts and liabilities of the organisation shall be transferred to some other charitable body or bodies having objects similar to those of the organisation; the identity of the body or bodies to which assets are transferred shall be determined by the members of the association at, or prior to, the time of dissolution.

53. For the avoidance of doubt, no part of the income or property of the association shall (otherwise than in pursuance of the organisation's charitable objects) be paid or transferred (directly or indirectly) to the members, either in the course of the association's existence or on dissolution.

### **Alterations to the constitution**

54. Subject to clause 55, the constitution may be altered by a resolution passed by not less than two-thirds of those present and voting at a general meeting, providing due notice of the meeting, and of the resolution, is given in accordance with clauses 11 and 12.

55. No amendment to clauses 3, 33, 52 or 53 of the constitution may be made if the effect would be that the association would cease to be a charity.

### **Interpretation**

56. For the purposes of this constitution,

(a) the expression 'charity' shall mean a body which is a charity within the meaning of the Charities Act 2006

(b) the expression 'charitable purpose' shall mean a charitable purpose under the Charities Act 2006

57. Any reference in this constitution to a provision of any legislation shall include any statutory modification or re-enactment of that provision in force from time to time.

### **Initial Committee members**

58. The initial members of the Committee and the positions held by each shall be set out below.

This constitution was adopted on Wednesday 28<sup>th</sup> March 2012

<b>Signature</b>	<b>Name</b>	<b>Address</b>	<b>Position</b>
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