

CONSTITUTION

Name

1. The organisation shall continue to be known as the Redbourn Community Group, and in this Constitution is referred to as RCG.

Purposes

2. RCG is established for charitable purposes only namely to promote and provide any charitable purpose for the benefit of the community in the Parish of Redbourn Hertfordshire and its environ (hereinafter called "the area of benefit") and in particular the protection of health, the relief of hardship, distress, sickness and loneliness.

Membership

3.
 - a. The members of RCG shall be those persons who sign a membership application form and are accepted by the Trustee Board. A member may resign membership at any time by notice in writing to the Chair or Vice-Chair. A member's membership may be terminated at any time by resolution of the Trustee Board if it decides that it is in the best interests of RCG that the member in question should be removed from membership. Eligibility for membership shall be determined by the Trustees.
 - b. Any statutory or voluntary organisation which is pursuing any of the said purposes may be invited by RCG to participate in the work of RCG and to appoint such person or persons as a representative member as RCG may from time to time determine.
 - c. RCG Trustees may also from time to time invite a person to become an ex officio member.

Trustees

4.
 - a. At the Annual Meeting the members shall if there is a vacancy elect the following officers, who shall be Trustees:
 - i. Chair
 - ii. Vice-chair
 - iii. TreasurerUp to an additional 6 Trustees may be elected, (up to a maximum of 9 in total).
 - b. Trustees (including officers) are appointed for a three-year term, subject to any applicable constitutional or statutory provisions relating to election and re-election. If a Trustee has served for 9 or more years, their re-election shall be:
 - i. subject to a particularly rigorous review and take into account the need for progressive refreshing of the Trustee Board and
 - ii. explained in the Trustees' annual report.
 - c. If a Trustee position(s) should fall vacant during the year, then the vacant position(s) may be filled with appointment(s) by the Trustee Board until the next Annual Meeting.
 - d. A Trustee may resign by giving notice of resignation in writing (ideally 2 months' notice) to the Chair or the Vice Chair and shall cease to be a Trustee on expiry of the notice.
 - e. A Trustee shall cease to be a Trustee if they:

- i. die;
- ii. are disqualified from acting as a charity trustee by virtue of sections 178 to 180 of the Charities Act 2011;
- iii. are removed as a trustee by a resolution of the members passed at an Extraordinary Meeting.

Trustee Board

5.
 - a. The Trustees shall together constitute the Trustee Board. The management of RCG and the control of its finance during the year shall be in the hands of the Trustee Board. Working Groups involving Trustees, members and advisors may also be established from time to time with clear terms of reference and accountability. The Trustee Board may make decisions at Trustee Board meetings or in writing.
 - b. Decisions at a Trustee Board meeting shall be made by a majority of the Trustees who are present and shall be minuted. No decision may be made at a Trustee Board meeting unless a quorum is present. The quorum shall be at least 60% in number of Trustees. A Trustee Board meeting may be held wholly or partly remotely by telephone and/or video connection. A Trustee attending a meeting by telephone or video connection shall be treated as being present at the meeting.
 - c. A decision may be made by the Trustee Board in writing if the decision is signed and/or approved by email by a majority of the Trustees.

Powers

6. In furtherance of the purposes of RCG the Trustee Board shall (in addition to powers granted by law and pursuant to the other provisions of this constitution) have and may exercise the following powers:
 - a. Power to promote and organise co-operation in the achievement of the above purposes and to that end work with and support representatives of the statutory authorities and voluntary organisations engaged in the furtherance of the above purposes within the area of benefit.
 - b. Power to raise funds and invite contributions provided that in raising funds the Trustee Board shall not undertake any substantial permanent trading activities and shall conform to any relevant requirements of the law.
 - c. Power to buy, take on lease or in exchange any property necessary for the achievement of the purposes of RCG and to maintain and equip it for use.
 - d. Power subject to any consents required by law to borrow money and to charge all or part of the property of RCG with repayment of the money so borrowed.
 - e. Power to pay for services and expenses as are necessary for the proper pursuit of the purposes of RCG.
 - f. Power to do all such other lawful things as are necessary or reasonably necessary for the achievement of the charitable purposes.
 - g. Power to allocate grants to individuals and make contributions towards community projects in furtherance of the charitable purposes as outlined in RCG's Grant Making Policy.

Equal Opportunities

7. It is RCG's policy to treat all persons with dignity and respect. No individual shall be excluded from membership of the Group or de-barred from an official capacity on the Trustee Board on the

grounds of age, being or becoming a transsexual person, being married or in a civil partnership, being pregnant or having a child, disability, gender, race including colour, nationality, ethnic or national origin, religion, belief or lack of religion/belief, sex, and sexual orientation, or any other protected characteristic according to current law.

Finance

8. Unless otherwise agreed, the following financial arrangements shall operate:
- a. The financial year for RCG shall run from the 1st day of September to the 31st day of August in the following year.
 - b. A banking account or accounts shall be opened or continue in the name of RCG and cheques and bank transfers shall be authorised by any two of the officers.
 - c. The income and property of RCG wheresoever derived, shall be applied solely towards the promotion of the purposes of RCG as set forth in this constitution, and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to any member of RCG. With the exception that
 - i. remuneration to any Trustee or volunteer of RCG shall be permitted in accordance with the Charities Act 2011 and /or any other applicable law;
 - ii. the repayment of reasonable out-of-pocket expenses shall be permitted;
 - iii. a Trustee may benefit from Trustee indemnity insurance cover purchased at RCG's expense in accordance with and subject to the conditions in, section 189 of the Charities Act 2011;
 - iv. a member who is not also a Trustee is not prevented from receiving a benefit from RCG as a beneficiary of RCG or a reasonable and proper payment for any goods or services supplied to RCG.
 - d. The financial accounts shall be audited or examined to the extent required by law, or if there is no such requirement, scrutinised by a person who is independent of the Trustee Board and then submitted to the members at the Annual Meeting.

Meetings

- 9.
- a. The Annual Meeting of RCG shall be held each year at such time (being not more than 15 months after the holding of the preceding Annual Meeting) and at such a place as the Trustee Board shall determine and shall give at least 21 clear days' notice in writing to the members. Notices to be given under this Constitution may be sent in hard copy or by email to the member's last known address or email address respectively. An accidental failure to give a notice shall not invalidate a meeting or a decision made at a meeting.
 - b. An Extraordinary Meeting may be called by the Chair or the Vice-Chair acting in the absence of the Chair and an Extraordinary Meeting shall be called by the Chair or the Vice Chair if such a meeting is requested by at least 15 members. At least 14 clear days' notice in writing shall be given to the members of an Extraordinary Meeting unless the Trustee Board certifies that the meeting is urgent in which case such notice as the Trustee Board considers reasonable in the circumstances shall be given.
 - c. At the Annual Meeting the business shall include the election of officers, the appointment of an auditor or examiner of the accounts of RCG as the case may require and the consideration of an annual report of the work done by or under the auspices of RCG and of the audited or examined accounts, and (if required) the appointment of Trustees or a custodian Trustee or a trust corporation to hold property on behalf of RCG.

- d. The proceedings of RCG shall not be invalidated by any failure to give notice of a meeting to one or more members or to appoint or any defect in the appointment, election or qualification of any member.
- e. The quorum at the Annual Meeting or any Extraordinary Meeting of RCG shall be 15 members (including members of the Trustee Board).
- f. The Annual Meeting and any Extraordinary Meeting may be held wholly or partly remotely by telephone and/or video connection in accordance with such arrangements as may be determined by the Trustee Board. A member attending a meeting by telephone or video connection shall be treated as being present at the meeting.
- g. Save as otherwise provided in this constitution, resolutions shall be passed by a simple majority of those present (in person or by proxy) and voting at an Annual Meeting or at an Extraordinary Meeting of the members. A member shall be entitled to vote by proxy by completing, signing and returning to the Trustee Board a voting form circulated with the notice of the meeting. The Chair of the meeting shall be treated as the proxy for those members who complete, sign and return voting forms.

Dissolution

- 10. RCG may at any time be dissolved by a resolution passed by a two-thirds' majority of those present (in person or by proxy in accordance with clause 9g) and voting at an Annual Meeting or at an Extraordinary Meeting of the members. Such resolution may give instructions for the disposal of any assets held by or in the name of RCG and any assets remaining after the payment of proper debts and liabilities shall not be paid to or distributed among the members of RCG, but shall be given or transferred to a charitable institution or institutions having similar purposes to those of RCG and in default of agreement as to such other charitable institution or institutions then the question shall be referred to the Charity Commissioners for their determination.

Amendment of Constitution

- 11. This Constitution may be amended by a two-thirds' majority of the members present (in person or by proxy in accordance with clause 9g) at any Annual or Extraordinary Meeting provided that fourteen days' prior notice of the proposed amendment has been sent to all members and provided that nothing herein contained shall authorise any amendment which would have the effect of causing RCG to cease being a Charity.

Interpretation

In this Constitution, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine and vice versa. Headings are for reference only and shall not be taken into consideration in interpretation.

This Constitution was amended at the Annual Meeting of RCG held on 2 November 2021.

Signed by Chair

Sally Bartlett

Dated

2 November 2021