

Friends of Maynards Green School Constitution

(Amended September 2010)

Charity Number 291721

1. VARIABLES

1.1. Type of Association

FRIENDS OF THE SCHOOL

1.2. Association name in full:

FRIENDS OF MAYNARDS GREEN SCHOOL

1.3. School name and address in full:

MAYNARDS GREEN COMMUNITY PRIMARY SCHOOL

MAYNARDS GREEN

HEATHFIELD

EAST SUSSEX

TN21 0DD

1.4. The Committee

The minimum number of committee members is 6.

2. OBJECTS

The object of the **Friends of Maynards Green School** is to advance the education of pupils in the school in particular by:

- 2.1. Developing effective relationships between the staff, parents and others associated with the school;
- 2.2. Engaging in activities or providing facilities or equipment which support the school and advance the education of the pupils.

3. POWERS

The **committee members** have the following powers, which may be exercised only in promoting the **Objects**:-

- 3.1. To publish and distribute information
- 3.2. To co-operate with other bodies
- 3.3. To raise funds (but not by means of **permanent trading**)
- 3.4. To acquire or hire property of any kind
- 3.5. To set aside funds for special purposes or as reserves against future expenditure
- 3.6. To deposit funds in a bank account
- 3.7. To take out public liability and personal accident insurance to cover **Friends of Maynards Green School** meetings, activities, **committee members**, to insure against any foreseeable risk and take out other insurance policies to protect the **Friends of Maynards Green School** where required.
- 3.8. To employ paid or unpaid agents, staff or advisers
- 3.9. To pay the costs of forming the **Friends of Maynards Green School**.
- 3.10. To obtain and pay for goods and services as are necessary for carrying out the work of the charity
- 3.11. To open and operate bank and other accounts as the committee members / trustees consider necessary
- 3.12. To do anything else within the law that promotes the **Objects**

BUT the **Committee** shall not undertake any activity in the school premises without the consent of the **headteacher**.

4. MEMBERSHIP

Members of the Association are:- parents, carers and grandparents of pupils attending Maynards Green Community Primary School, staff currently employed by the school and any person over the age of 18 wishing to offer appropriate support or help to the school and who is accepted by the **Committee** as a **Member**

4.1. **Membership** is terminated if :-

4.1.1. the **Member** dies

4.1.2. the **Member** resigns by written or verbal notice to the **Friends of Maynards Green School**.

4.1.3. the **committee members** may for good reason, regardless of whether or not this is at the request of the **Governing Body** or the **headteacher**, exclude any person from **Membership** or from attending an event whose presence at or support of the school is deemed a danger to the school or its pupils or staff or might bring the **Friends of Maynards Green School** into disrepute. Removal is not effective until the **Member** concerned has been notified in **writing** of the proposal and his / her right to respond within **14 clear days**, and the matter has been considered in light of any representations made.

5. GENERAL MEETINGS (ANNUAL AND EXTRAORDINARY)

- 5.1. All **Members** are entitled to attend any **General meeting** of the **Friends of Maynards Green School**.
- 5.2. **Annual General Meetings** are called by giving **21 clear days written** notice of the meeting to the **Members**. The notice should specify the date and time of the general meeting
- 5.3. There is a quorum at a **General meeting** when the number of **Members** present represents 10% of the number of families attending the school. The only exception would be at a **General meeting** where the **Friends of Maynards Green School** is being dissolved; please see clause 13. The **Chair** or (if the **Chair** is unable or unwilling to do so) some other **committee member** elected by those present is in charge of a **General meeting**.
- 5.4. Except where otherwise provided in this Constitution, every issue at a **General meeting** is decided by a simple majority of the votes cast by the **Members** present at the meeting.
- 5.5. Except for the **Chair** of the meeting, who has a second or casting vote where a vote is equally divided (tied), every **Member** present is entitled to one vote on every issue
- 5.6. The **Friends of Maynards Green School** must hold a **General Meeting** within twelve months of the date of the adoption of this constitution. Thereafter, an **AGM** must be held in each subsequent **year** and not more than **15 months** may elapse between successive annual **General meetings**.
- 5.7. At an **AGM** the **Members**:-

- 5.7.1. receive the accounts of the **Friends of Maynards Green School** for the previous financial year
- 5.7.2. receive the report of the **committee members** on the Association's activities since the previous **AGM**
- 5.7.3. elect the **committee members**
- 5.7.4. appoint an **independent examiner** or auditor for the **Friends of Maynards Green School**
- 5.7.5. discuss and determine any issues of policy or deal with any other business put before them
- 5.8. an **EGM** may be called at any time by the **Committee** and must be called within 21 days a **written** request and take place within three months. The written request to the receiving **committee members** must be from at least ten **Members**.

6. THE COMMITTEE

- 6.1. All **Members** of the **Committee** are **trustees** of the charity and have control of the **Friends of Maynards Green School**, its property and funds.
- 6.2.1 **Committee members** shall be elected at the **AGM** and shall hold office until the next **AGM** unless they give written or verbal notice of their intent to resign.
- 6.2.2 All **committee members** must be **Members** of the **Friends of Maynards Green School**.
- 6.3.1 **Committee members** shall have the power to co-opt **committee members** at any time, and **co-opted committee members** shall serve

until the date of the next **AGM** unless they give written or verbal notice of their intent to resign.

6.3.2 The number of **co-opted committee members** must not be more than 50% of the total number of **committee members**.

6.4 Nominations for election to the **Committee** may be made by any **Member** of the **Friends of Maynards Green School** and seconded by another. Such nominations must have the consent of the nominee. Any members present at an **AGM** may nominate a person, with their consent, and that person may be appointed by a majority vote of those present.

6.5 A **committee member** (whether elected or **co-opted**) automatically ceases to be a **committee member** if he or she:

6.5.1 is disqualified under section 72 of the Charities Act 1993 as amended by the Charities Act 2006 from acting as a charity trustee

6.5.2 is incapable, whether mentally or physically, of managing his or her own affairs

6.5.3 is absent from three consecutive meetings of the **Committee** without prior notification to the Secretary

6.5.4 ceases to be a **Member** of the **Friends of Maynards Green School**

6.5.5 resigns by written or verbal notice to the **Committee** but only if at least six **committee members** remain in office

6.5.6 is removed by a resolution passed by a majority of other **committee members**. Removal is not effective until the **committee member** concerned has been notified in **writing** of the proposal and his / her

right to respond within **14 clear days**, and the matter has been considered in light of any representations made.

6.6 All **committee members** shall be entitled to reimbursement of reasonable out-of-pocket expenses actually incurred in the administration of the **Friends of Maynards Green School**.

6.7 A retiring **committee member** is entitled to an indemnity from the continuing **committee members** at the expense of the **Friends of Maynards Green School** in respect of any liabilities properly incurred while he or she held office.

6.8 A technical defect in the appointment of a **committee member** of which the **Committee** are unaware at the time does not invalidate decisions taken at a meeting.

6.9 The **Committee** of the **Friends of Maynards Green School** will consist of a Chair, Vice-Chair, Secretary and Treasurer, two members of the teaching staff (elected by the staff) and a number of other members

7.0 COMMITTEE MEETINGS

7.1 The **Committee** must hold at least three meetings every academic year.

7.2 A quorum at a **Committee** meeting is 50%, rounded up to the nearest whole number, of the total current **Membership** of the **Committee**.

7.3 The **Chair** or, if the **Chair** is unable or unwilling to do so, some other **committee member** chosen by the **Members** present is in charge at each **Committee** meeting

7.4 Every important decision may be made by a simple majority of the votes cast at a **Committee** meeting

7.5 Except for the **Chair** of the meeting, who has a second or casting vote, every **committee member** has one vote on each issue

8. POWERS OF COMMITTEE

The following powers are available to the **Committee** to help run the **Friends of Maynards Green School**:-

8.1 To delegate any functions of the **Committee** to sub-committees. These must consist of two or more persons appointed by the **Committee** but at least one member of every sub-committee must be a **committee member**. All sub-committee proceedings must be reported back to the main **Committee**

8.2 To make Rules consistent with this Constitution about the **Committee** and sub-committees, to govern proceedings at **General meetings** and generally about the running of the **Friends of Maynards Green School** including the operation of bank accounts and the commitment of funds

9. PROPERTY & FUNDS

9.1 The property and funds of the **Friends of Maynards Green School** must only be used to fulfil the **Objects** (see clause 2)

9.2 **Committee members** can enter into contracts with the **Friends of Maynards Green School** for the provision of goods and services to the **Friends of Maynards Green School** (but not contracts of employment with the **Friends of Maynards Green School** except

with the prior written consent of the Charity Commission) provided that:-

- 9.2.1 the maximum amount is agreed in advance and is reasonable for the services provided
- 9.2.2 the **committee members** are satisfied that the agreement is in the interests of the charity before entering into it
- 9.3 Whenever a **committee member** has a personal interest in a matter to be discussed at a meeting, the **committee member** must:-
 - 9.3.1 declare an interest before discussion begins on the matter
 - 9.3.2 withdraw from that part of the meeting unless expressly invited to remain in order to provide information
 - 9.3.3 not be counted in the quorum for that part of the meeting
 - 9.3.4 withdraw during the vote and have no vote on the matter

10. RECORDS & ACCOUNTS

- 10.1 The **Committee** must comply with the requirements of the Charities Act 1993 as amended by the Charities Act 2006 as to the keeping of financial records, the audit or independent examination of accounts and the preparation and transmission to the Charity Commission of:
 - 10.1.1 annual reports
 - 10.1.2 annual returns
 - 10.1.3 annual statements of account
- 10.2 the **Committee** must keep proper records of:-
 - 10.2.1 all proceedings of the **General meetings**
 - 10.2.2 all proceedings at **Committee** meetings

- 10.2.3 all reports of sub-committees
- 10.3 Annual reports and statements of account relating to the **Friends of Maynards Green School** must be made available for inspection by any **Member** of the **Friends of Maynards Green School**
- 10.4 The **Committee** must notify the Charity Commission promptly of any changes to the **Friends of Maynards Green School's** entry on the *Register of Charities*.

11. NOTICES

- 11.1 Notice of any General meeting of the Association may be sent by hand, post by suitable electronic communication (email) or in any newsletter distributed by the **Friends of Maynards Green School** to its members. Notification by hand may include distribution to parents, guardians and carers via their children with or without other communications from the school.
- 11.2 The address at which a **Member** is entitled to receive notices (if sent by post) is the last known address of the **Member**
- 11.3 A technical defect in the giving of notice which the **Members** or **committee members** are unaware of at the time does not invalidate decisions taken at a **General meeting**.

12. AMENDMENTS

This constitution may be amended at a **General meeting** of the **Friends of Maynards Green School** by a two-thirds majority of the votes cast, but:-

- 12.1 The **Members** must be given 21 **clear days'** notice of the proposed amendments

12.2 No amendment is valid if it would make a **fundamental change** to the **Objects/** clause 2 or destroy the charitable status of the **Friends of Maynards Green School** and no amendment may be made to clause 9 without the prior written consent of the Charity Commission

12.3 A copy of any resolution amending this constitution must be sent to the Charity Commission within 21 days of it being passed

13. DISSOLUTION

13.1 The **Friends of Maynards Green School** may be dissolved by a resolution presented at an **EGM** or an **AGM** where this is included in the notice of the meeting. The resolution must have the agreement of two thirds of those voting and must give instructions for the disposal of any assets remaining after paying the outstanding debts and liabilities of the association.

13.2 The net assets shall not be distributed among the **Members** of the **Friends of Maynards Green School** but will be given to the school for the benefit of the pupils of the school. In the event of the school closing any remaining funds could be distributed to a neighbouring school or schools as selected by the **Committee**.

13.3 If it is not possible to dispose of assets as described in clause 13.2 then the assets can be given to another charitable cause provided that the cause is within the **Objects** of the **Friends of Maynards Green School**.

13.4 The Trustees must notify the Charity Commission promptly that the **Friends of Maynards Green School** has been dissolved. The Trustees must comply with any request from the Commission including the provision of the **Friends of Maynards Green School's** final accounts.

14. INTERPRETATION

14.1 In this Constitution:

- * **address:** means a postal address or, for the purposes of electronic communication, a fax number, an email address or a text message number in each case registered with the charity
- * **AGM:** means an annual general meeting of the Members of the Association
- * the **Association:** means the charity comprised in this constitution
- * the **Chair:** means the Chair of the Association elected at the AGM
- * **charity trustees:** has the meaning prescribed by section 97(1) of the Charities Act 1993 as amended by the Charities Act 2006
- * **clear day:** means 24 hours from midnight following the triggering event
- * the **Commission** means the Charity Commission for England and Wales:
www.charitycommission.gov.uk
- * the **Committee:** is the Governing Body of the Association and includes all elected and co-opted committee members / trustees
- * **Committee member / trustee:** means a Member of the Committee elected at the AGM by the Membership
- * **Co-opted Committee member / trustee:** means a Member of the Committee appointed by the committee members / trustees in accordance with clause 6.
- * **EGM:** means a general meeting of the Members of the Association which is not an AGM.

- * **fundamental change:** means a change that would not have been within the reasonable contemplation of a person making a donation to the association
- * **general meetings:** means any AGM or EGM
- * **Governing Body:** means the Governing Body of the School
- * **headteacher:** means the headteacher or principal of the school
- * **independent examiner:** has the meaning prescribed by section 43(3)(a) of the Charities Act 1993
- * **Member and Membership:** refer to Members of the Association as set out in clause 4
- * **Months:** means calendar months
- * the **Objects:** means the charitable Objects of the Association set out in clause 4
- * **permanent trading:** means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects
- * **written** or in **writing:** refers to a legible document on paper including a fax message or an electronic communication where the Member or co-opted committee member / trustee has agreed to receipt of notices by electronic means
- * **year:** means calendar year

14.2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

ADOPTED AT A MEETING HELD

AT

ON

NAME

OCCUPATION

SIGNATURE

(Name and signature of **Chair** of meeting)

WITNESS NAME

ADDRESS

OCCUPATION

SIGNATURE

(Name, **address**, occupation and signature of witness)