

ROMSEY OPPORTUNITY GROUP

Charity no 266330

Constitution 2021

1.0 **Name**

1.1 The name of the Group is **THE ROMSEY OPPORTUNITY GROUP** and is referred to in this Constitution as “Romsey Opportunity Group” or “Group”.

2.0 **Aims**

2.1 The aims of the Group are to enhance the development of children with additional needs under statutory school age from Romsey and the surrounding area by:

- a) offering appropriate play, care facilities and family learning;
- b) encouraging the study of the needs of such children and their families;
- c) providing respite and support for the families of such children;
- d) and promoting public interest in and recognition of such needs in Romsey and the surrounding area.

3.0 **Powers**

3.1 To further its aims the Romsey Opportunity Group has the following powers:

- a) to provide accommodation and equipment;
- b) to raise money to pay for the Group’s activities and make such payments as required;
- c) to adopt policies and procedures to meet legislative requirements and good practice, including health and safety, and safeguarding;
- d) subject to adherence with applicable legislation, to control the admission of children to the group and if appropriate, require parents of guardians to withdraw them;
- e) to hire or acquire assets of any kind;
- f) to set aside funds for special purposes or as reserves against future expenditure;
- g) to insure the assets of the Group against any foreseeable risk and to take out other insurance policies to protect the Group as required, including indemnity insurance as defined in clause 11.1;
- h) to employ such paid and unpaid staff, agents and advisors as maybe required from time to time;
- i) to pay for membership of the Pre-School Learning Alliance if so desired, and, if a member, to send an accredited representative to vote at a local Branch and/or County meetings and to the national Annual General Meeting of the Pre-School Learning Alliance;

j) to appoint Patrons if so desired;

k) to do any other lawful things which are necessary or desirable to enable the Romsey Opportunity Group to achieve its aims.

4.0 **Membership**

4.1 Membership shall be granted to all eligible persons:

- a) All staff, volunteers, Patrons and elected Trustees shall automatically be Members.
- b) In addition, the parents or guardians of all children who attend the Group will be granted automatic Membership for so long as their child is attending the Group. Each family holding such membership will count as one Member of the Group and will be entitled to one vote at any General Meetings of Members of the Romsey Opportunity Group.
- c) A complete list of all Members will be maintained.

4.2 Membership of the Romsey Opportunity Group will cease if the Member concerned:

- a) ceases to be a member of staff, volunteer or Trustee of the Group;
- b) gives written notice of resignation to the Group;
- c) as a parent or guardian, no longer has a child attending the Group;
- d) is removed from membership by a resolution of the Trustees on the grounds that the Member has acted in a way which brings the Group into disrepute or has failed to abide by the rules of the Constitution. Before the Trustees decide whether to terminate the membership of a Member the Trustees will give the Member written notice of the misconduct or failure alleged to have occurred and will give the Member not less than 14 days in which to submit their answer in writing. The Trustees will have regard to the Member's written response in deciding whether or not to terminate membership. The Trustees shall have the final decision on whether or not to terminate the membership.

4.3 Membership of the Romsey Opportunity Group is not transferable.

4.4 Any other individuals, organisations or other bodies (including Friends of Romsey Opportunity Group) who are interested in supporting the aims of the Group shall not be considered Members, and will not be entitled to vote if present at any General Meetings of Members of the Group. A full record of such persons shall not need to be maintained.

5.0 **The management committee of Trustees**

5.1 The overall management and control of the Group will rest with the individual members of the Romsey Opportunity Group's management committee (the "Trustees" of the Group).

5.2 The minimum number of Trustees shall be 5 and the maximum shall be 9, together with up to a further 3 co-opted members. The management committee shall consist of:

- a) a Chairperson, a Treasurer and a Secretary (“the Officers”), and
- b) not less than 2 nor more than 6 other elected Trustees, and
- c) up to 3 further Trustees co-opted onto the management committee at any one time.

5.3

a) The Trustees in 5.2(a) and 5.2(b) shall be elected for one year at the Annual General Meeting. Retiring Trustees are eligible for re-election.

b) Co-opted Trustees in 5.2(c) may join at any time on the invitation of the rest of the management committee but shall retire at the next Annual General Meeting. If they wish to continue as Trustees, they shall seek election at the Annual General Meeting.

5.4 All Trustees will have one vote each at management committee meetings. In the event of a tie the Chairperson has a second or casting vote.

5.5 The quorum for management committee meetings is not less than half the Trustees, including any two of the Officers.

5.6 All Members of Romsey Opportunity Group and any other interested persons shall be eligible to stand for election as a Trustee, excepting any Member who is a paid employee of Romsey Opportunity Group. An non-member elected as a Trustee shall automatically become a Member of the Group.

5.7 Not less than two weeks before the date of the next Annual General Meeting of the Romsey Opportunity Group nominations will be sought for election to the management committee.

5.8 At the Annual General Meeting the prospective new elected members of the management committee will be those candidates who receive the highest number of votes from the Members, up to a maximum of 9 elected Trustees in total.

5.9 At the first management committee meeting following the Annual General Meeting, the Trustees shall choose from amongst their number those persons who will act as Chairperson, Treasurer and Secretary.

5.10 The term of office of any Trustee will automatically cease if they:

- a) are not re-elected or re-appointed in accordance with the provisions of this clause 5;
- b) are disqualified under the Charities Acts from acting as a charity trustee;
- c) are incapable whether mentally or physically of managing his or her own affairs;
- d) resign (not withstanding clause 5.11);
- e) are removed by a resolution passed by a majority of the Trustees.

5.11 In the event of the number of Trustees falling below the minimum number of 5, the remaining Trustees shall call an Extraordinary General Meeting at which at least sufficient replacement Trustees

shall be sought to meet the minimum number. If the number is still insufficient to meet the minimum number, the remaining Trustees shall call a further Extraordinary General Meeting as defined in clause 10.1.

6.0 **Proceedings of the management committee**

6.1 The Trustees shall hold at least 3 meetings each year.

6.2 Every issue considered at management committee meetings may be determined by a simple majority of the votes cast by elected Trustees at the meeting.

6.3 The elected Trustees may invite other persons to attend a management committee meeting in an advisory capacity, particularly senior staff. Such attendees, including co-opted Trustees, shall not have any voting rights in the management committee meeting.

7.0 **General Meetings**

7.1 The Romsey Opportunity Group shall in each calendar year hold a general meeting as its Annual General Meeting. The Annual General Meeting in each year shall be held any such time and place as the management committee shall decide, within the time limitations defined by the Charity Commission for submission of approved accounts.

7.2 All General Meetings other than the Annual General Meeting shall be Extraordinary General Meetings. An Extraordinary General Meeting may be called at any time at the request of the Trustees or of not less than one quarter of the Members.

7.3 Each Annual General Meeting will be chaired by the Chairperson (or in his/her absence another Trustee), and shall:

- a) receive the accounts of the Romsey Opportunity Group for the previous financial year.
- b) receive an annual report from the Trustees,
- c) elect the new Trustees,
- d) transact any other business properly put to the meeting.

7.4 The Secretary or Chairperson shall send notice of the date, time and place of each Annual General Meeting and any Extraordinary General Meeting, with a list of items to be discussed, to all Members at least two weeks before the date of the meeting.

7.5 If the Trustees do not call an Extraordinary General Meeting within two months of a proper request to do so, any Member may call the meeting by putting up a notice in a conspicuous place where the group meets at least two weeks before the meeting.

7.6 The quorum for a General Meeting shall be 25% of the Members or 10 Members, whichever is the greater. If fewer attend, a new meeting must be called at a time and place determined by the Trustees.

7.7 Proposals may be put to a General Meeting of the Romsey Opportunity Group by the management committee or any Member.

7.8 All proposals put to the vote at General Meetings shall be decided by a simple majority of votes cast by Members, except proposals to amend this Constitution or to dissolve the Romsey Opportunity Group which shall require not less than two thirds of the Members at the meeting to vote in favour.

7.9 The Trustees shall be authorised to make suitable alternative arrangements for a general meeting (such as by electronic means) if exceptional circumstances prevent members meeting in person.

8.0 **Finance and Accounts**

8.1 The Trustees will ensure that the Romsey Opportunity Group complies with the requirements of the Charities Acts as to the keeping of financial records, the auditing of accounts and the preparation and transmission to the Charity Commission as appropriate of:

- a) annual reports
- b) annual returns; and
- c) annual statements of account.

8.2 At each regular meeting of the management committee the Treasurer shall normally present an up to date written statement of accounts to the other Trustees.

8.3 The Romsey Opportunity Group may open one or more bank accounts. All bank accounts will be in the name of the Group.

8.4 Cheques and orders for payment of money from these accounts shall require to be signed by two designated persons, **at least** one of whom shall be an Officer.

8.5 The income and property of the Group wheresoever derived shall be applied solely towards promoting the Aims of the Group as set forth above and no portion thereof shall be paid or transferred either directly or indirectly to any member or members of the Society except in payment of legitimate expenses incurred on behalf of the Society. Any surplus income shall be retained for future expenditure on a not-for-profit basis.

9.0 **Minutes**

9.1 The Trustees will keep minutes of all proceedings at meetings of the Romsey Opportunity Group and of the management committee. Such minutes will be made available to all Members of Romsey Opportunity Group, excepting any confidential or sensitive items.

10.0 **Dissolution**

10.1 If the Trustees resolve that, for whatever reason, the aims of the Group can no longer be fulfilled, the Trustees will convene an Extraordinary General Meeting of the Romsey Opportunity Group to consider the winding up and dissolution of the Group. Any such meeting shall require a quorum as defined in clause 7.6.

10.2 If the Extraordinary General Meeting referred to in paragraph 10.1 decides by a two thirds majority of the Members present and voting that the Group should be wound up, the Trustees shall transfer all of the assets of the Romsey Opportunity Group (subject to the satisfaction of all debts and liabilities of the Group) in such manner consistent with the charitable status of the Romsey Opportunity Group as the Charity Commission have approved in writing in advance.

11.0 Indemnity

11.1 Subject to the provisions of the Charities Acts, Romsey Opportunity Group shall provide indemnity insurance to cover the liability of Trustees, which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relationship to the Romsey Opportunity Group:

- provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or breach of duty; or to which was committed by the Trustees in reckless disregard to whether it was a breach of trust or breach of duty or not;
 - and provided that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Trustees of the Group.
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This constitution was approved by the members of:

ROMSEY OPPORTUNITY GROUP

At a General Meeting held on **26 January 2021**

And reviewed by Trustees on

Signed (Chairperson)

Signed (Secretary)

To be reviewed by **30 January 2024**.

DH/2021