

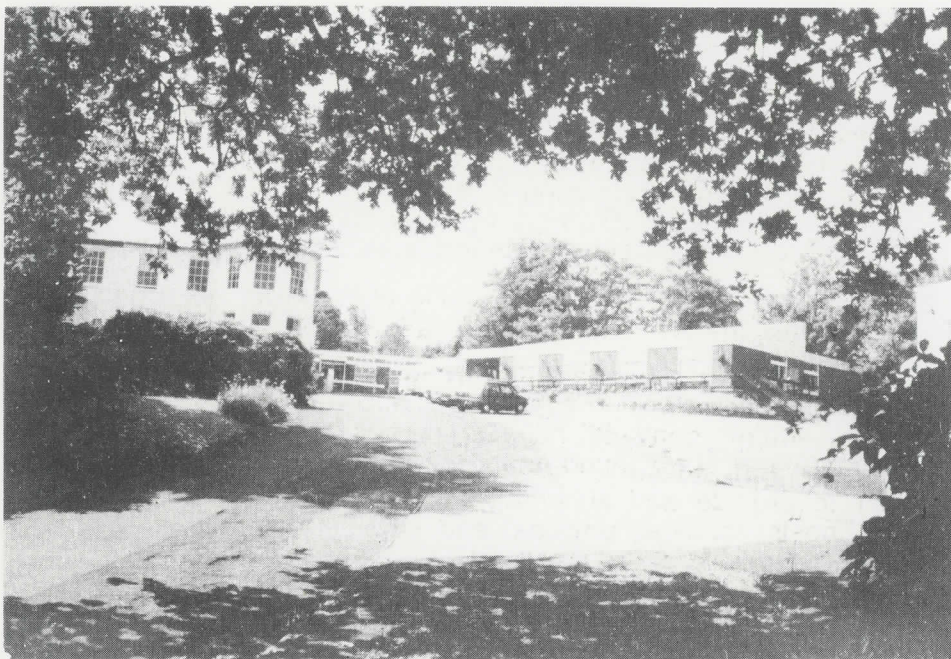
Swansea & District

Spastic Association

Constitution



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'Longfields'

**6 BETHANY LANE
WEST CROSS · SWANSEA**

*(Registered as a charity under the National Assistance Act, 1948
and Charities Act, 1960, and affiliated to The Spastics Society)*

Constitution

1. NAME

The name of the organisation is "Swansea and District Spastic Association" (hereinafter called the Association).

2. OBJECTS AND POWERS

2.1 The Association is established to promote the care, welfare, interests, treatment, education, employment and advancement in all aspects of their life of cerebral palsied persons (which expression in these presents shall mean and include persons suffering from any form of Cerebral Palsy) and also other persons suffering from related disabilities.

2.2 In furtherance of the foregoing objects but not further or otherwise the Association shall have the following powers:-

(A) To provide, maintain and conduct clinics, treatment and training centres, nurseries, day and residential services, employment centres, holiday camps and homes, clubs, hostels and other foundations;

(B) To provide and encourage the provision of facilities for diagnosis, medical, physical and surgical treatment with all necessary appliances, therapies and education;

(C) To take all measures including consultation with users to assist cerebral palsied persons and persons suffering from related disabilities, so far as it is possible, to achieve self-determination;

(D) To promote, conduct and engage in research and experimental work calculated to be of benefit to cerebral palsied persons and into the prevention of Cerebral Palsy;

(E) To collect and disseminate information relating to the foregoing objects and exchange such information with other bodies having similar objects and specifically but not exclusively:-

- (1) To cause to be written and printed or otherwise originated and reproduced, and to be published or circulated (whether gratuitously or not) any newspapers, periodicals, magazines, books, pamphlets, leaflets, or other documents, or films or recorded tapes;
- (2) To arrange and provide for or join in arranging and providing for the holding of exhibitions, meetings, lectures, classes, seminars and training courses;
- (F) To provide financial assistance, to make grants and donations to and to provide equipment and apparatus for cerebral palsied persons and persons suffering from related disabilities and generally to provide such other assistance to local or central authorities or other bodies of persons calculated to be of benefit to cerebral palsied persons collectively or individually;
- (G) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Association may think necessary or convenient for the promotion of its objects, and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Association;
- (H) Subject to such consents as may be required by law, to manage, mortgage, sell, dispose of or otherwise deal with all or any part of the property of the Association;
- (I) To accept any gifts, subscriptions (whether or not under deed of covenant), donations, bequests or devises of lands, moneys, securities or other real or personal property;
- (J) To take such lawful steps by personal or written appeals, public meetings or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Association in the shape of donations, annual subscriptions or otherwise and for that purpose to appoint collectors as may be considered expedient.

(K) Subject to such consents as may be required by law, to borrow and raise money in such manner and on such security as the Association may think fit, and to issue debentures and other securities;

(L) To invest the moneys of the Association not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;

(M) To employ voluntary helpers and to pay any persons to supervise, organise and carry on the work of the Association and if appropriate to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and former employees and their widows and other dependents;

(N) To subscribe to, become a member of, or co-operate with any other charitable organisation, institution, society or body whose objects are wholly or in part similar to those of the Association and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Association.

(O) To establish where necessary local branches (whether autonomous or not);

(P) To do all such other lawful things as shall further the attainment of the above objects.

3 MEMBERSHIP

3.1 Membership shall be open primarily to all cerebral palsied persons, their parents and those interested in the welfare of cerebral palsied persons and secondarily to persons suffering from related disabilities and those interested in their welfare.

3.2 An application for membership shall be approved or rejected by the Management Committee (see clause 7.1) who shall not be bound or required to give any grounds or reason for the rejection of an applicant.

3.3 Members may be required to pay an annual subscription of such amount and on such date as may be determined from time to time by the Association in General Meeting. Any member may by an unanimous resolution of the Management Committee, be exempted from payment of the annual subscription. Any such exempted member shall be known as an Honorary Member and shall have all the rights of a Member. Members co-opted under para 7.7 will also become Honorary Members for the period of their co-opted service.

3.4 No paid employee whether in full or part-time employment of the Association or the Spastics Society shall be eligible for membership of the Association or the Management Committee except for those as set out in para 7.2.4..

3.5 If not less than three-quarters of the members of the Management Committee present at a meeting so resolve the Committee shall have the right for good and sufficient reason to terminate the membership of any Member provided that the member shall have the right to be heard by the Management Committee before a final decision is made.

4. HONORARY OFFICERS

4.1 At each Annual General Meeting as hereinafter defined the Association shall elect or re-elect from amongst the full members of the Association a Chairman, a Vice-Chairman, a Treasurer, a Secretary and such other Honorary Officers as the Association may from time to time decide (hereinafter called the Honorary Officers). Each Honorary Officer shall hold office until conclusion of the Annual General Meeting of the Association next after his election but shall be eligible for re-election.

4.2 The Chairman and Secretary shall be ex officio members of all committees.

5. GENERAL MEETINGS OF THE ASSOCIATION

5.1 The Association shall in each year hold an Annual General Meeting at such time and place as the Management Committee shall determine. Not more than 15 months shall elapse between the date of one Annual General Meeting and that of the next.

5.2 The business of the Annual General Meeting shall include

(a) The election and re-election of the Honorary Officers and such members of the Management Committee as shall be required.

(b) The appointment or re-appointment of an auditor or auditors.

(c) Consideration of the report of the Management Committee on the previous year's work and of the audited financial statements.

5.3 The Management Committee may, and the Honorary Secretary shall, within 14 days of receiving a request signed by not less than 15 members of the Association stating the purpose of the request, call an Extraordinary General Meeting of the Association.

5.4 At least 14 clear days' notice of each Annual General Meeting and 7 clear days' notice of an Extraordinary General Meeting shall be given in writing to each member together with details of the business to be discussed, provided that accidental failure to notify any member shall not invalidate the meeting.

6. PROCEEDINGS AT GENERAL MEETINGS

6.1 No business shall be transacted at any General Meeting unless a quorum is present. Save as herein otherwise provided the quorum at any General Meeting shall be 15 members of the Association (not including Staff members) or such other number as the Association may from time to time determine in General Meeting.

6.2 If within half an hour from the time appointed for a meeting a quorum is not present the meeting, if convened on the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place, or at such other time and place as the Management Committee may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the members present shall be a quorum.

6.3 The Chairman of the Association shall preside as Chairman at every General Meeting but if the Chairman is not present within 15 minutes after the time appointed for holding the meeting, or is unwilling to preside, the members present shall choose some member of the Management Committee, or if no such member is present and willing to take the chair they shall choose some other member present to preside.

6.4 At any General Meeting a Resolution put to the vote of the meeting shall be decided on a show of hands unless a poll be demanded by the Chairman or by at least five members present in person or by proxy. A poll so demanded shall be taken at such time and place and in such manner as the Chairman shall direct and the result of the poll shall be deemed to be the Resolution of the meeting at which the poll was demanded. A demand for a poll may be withdrawn by those members who had made the demand.

6.5 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a second or casting vote.

6.6 A proxy shall be appointed by a member of the Association in writing signed by the appointer and delivered to the Chairman at the commencement of the meeting. The proxy need not be a member of the Association.

7. MANAGEMENT COMMITTEE

7.1 The affairs and property of the Association shall be controlled and managed by the Management Committee which shall be appointed annually at the Annual General Meeting and which may exercise all such powers of the Association as are not required by this Constitution to be exercised by the Association in General Meeting. In particular the Management Committee shall:-

(a) Control the admissions to and termination of membership of the Association in accordance with the provisions of Clause 3.

(b) Make and vary regulations for the conduct of the affairs of the Association including the conduct and recording of meetings.

(c) Submit to the Annual General Meeting a report together with the audited accounts of the Association for the immediately preceding financial year.

(d) Make and vary regulations for the establishment of local branches as may be necessary and appropriate.

7.2 Until otherwise determined by the Association in General Meeting the Management Committee shall consist of

1. The Honorary Officers of the Association as defined in Para 4.1.

2. 9 elected members of the Association who shall serve for a period of 3 years. (After the adoption of this Constitution three members shall retire after one year and a further three after two years, the members to be decided by drawing lots).

3. The Trustees of the Association. (para 10).

4. The Administrator and the Senior Staff member of the Care Unit and the Work Centre who shall be members of the Committee by virtue of their office and shall have the powers of a co-opted member.

7.2 contd.

5. Representatives of local authorities or other similar bodies who shall be co-opted members (para 7.7). All members appointed under para's 1, 2 and 4 shall be eligible for re-election. Members elected under clauses 3, 4 & 7.7 shall be eligible for election.

7.3 At each Annual General Meeting members of the Management Committee who have completed their term of office shall retire, but shall retain office until the end of the meeting.

7.4 Nominations for Honorary Officers and members of the Management Committee must be in writing and approval of the person nominated to indicate willingness to serve and shall be received by the Honorary Secretary at least 7 days before the Annual General Meeting provided that if no nomination is so received for any vacancy a nomination made at the Annual General Meeting for that vacancy shall be valid.

7.5 In the event of any of the Hon. Officers retiring for any reason from office, the Management Committee shall appoint from amongst its full members, persons who shall hold office for the remainder of the term of the retiring officer.

7.6 The Management Committee may from time to time appoint a member, or person willing to become a member, of the Association as a member of the Management Committee to replace a member who has retired from the Committee. Any member so appointed shall retain his office only until the end of the term at which the member retiring would have retired.

7.7 The Management Committee may from time to time co-opt members or persons willing to become members of the Committee as additional members of the Committee. Members co-opted will be automatically appointed Honorary Members of the Association. (see 3.3). PROVIDED that the number of co-opted members shall not exceed one third of the total number of members of the Committee other than co-opted members in accordance with Clause 7.2. Co-opted members shall be entitled to vote at meetings of the Management Committee. They shall hold office only until the end of the next Annual General Meeting when they shall cease to be members of the Management Committee but may at the discretion of the Management Committee and subject to the provision of this clause be co-opted for a further period of service.

7.8 Except where specifically agreed by the Committee no member of the Management Committee or of any Committee appointed by the Management Committee shall supply or be directly interested in the supply of goods or services to the Association except by way of free gift or on a basis which shows no profit or gain directly or indirectly to the member concerned, PROVIDED that this clause shall not apply to:-

(a) The repayment to members of the Management Committee or of any committee appointed under clause 8.5 hereof of reasonable out-of-pocket expenses.

(b) A member who is an official of a Bank at which funds of the Association are deposited.

(c) A member who prior to his election or appointment was already carrying on the business of supplying goods or services to the organisation at a price not exceeding the fair market price and on normal trade terms; but the member shall absent himself from any meeting during the discussion of such business and shall refrain from voting on the matter. PROVIDED also that this clause shall not apply to a cerebral palsied person attending a day centre or employment centre of the Association or of the West Glamorgan C.C.

8. PROCEEDINGS OF THE MANAGEMENT COMMITTEE

- 8.1 The Management Committee may regulate its meetings as it thinks fit but shall hold at least four meetings a year and not more than five months shall elapse between the date of one meeting and the next.
- 8.2 A meeting of the Management Committee at which a quorum is present shall be competent to exercise all the powers vested in the Management Committee generally. A quorum shall consist of 8 members of the Management Committee and shall include 3 elected members and 1 of the Honorary Officers.
- 8.3 The Chairman of the Association (or in his absence the Vice-Chairman) shall be entitled to preside at all meetings of the Management Committee but if at any meeting neither the Chairman nor Vice-Chairman is present within five minutes of the appointed time, or if present is unwilling to preside, the members of the Management Committee present shall choose one of their number to be Chairman of the meeting.
- 8.4 The proceedings of the Management Committee shall not be invalidated by any failure to elect or any defect in the election, appointment, co-option, qualification or continuance in office of any member.
- 8.5 The Management Committee may at any time delegate any of its powers to committees whether standing or ad hoc and may make the necessary appointments and regulations for their proceedings. Subject to any such regulations any Committee so appointed shall conform generally to the regulations herein for the proceedings of the Management Committee. Proceedings of any such committee shall be reported to the Management Committee as soon as possible. Such Committee shall appoint their own Chairman and Secretary from amongst the members.

9. LOCAL BRANCHES

The Management Committee may establish local branches for the furtherance of the objects of the Association. Each branch so established shall act in pursuance of the said objects and of the policy of the Association and shall conform to any rules and regulations that may from time to time be laid down by the Management Committee.

10 TRUST PROPERTY

The Management Committee may appoint as custodian trustee not less than 3 or more than 5 individual trustees to hold any property of the Association subject to the directions of the Management Committee, and may at any time discharge any custodian trustee or individual trustee so appointed and may at any time appoint one or more additional trustees provided that the prescribed maximum is not exceeded.

11 FINANCE

- 11.1 The income and property of the Association shall be applied solely towards the promotion of its objects as set forth herein.
- 11.2 The Management Committee shall cause such proper accounting records to be kept as are necessary to give a true and fair view of the affairs of the Association and to explain the transactions relating to its assets and liabilities and its income and expenditure.
- 11.3 The accounts shall be audited at least once a year by a duly qualified auditor appointed at the Annual General Meeting. The financial year shall end on April 5th in each year. An audited statement of the accounts for the last financial year shall be submitted by the Management Committee to the Annual General Meeting.

11.4 A bank account/or accounts shall be opened and maintained in the name of the Association. With such bank/or banks as the Management Committee shall from time to time decide. Such accounts shall be under the control of the Management Committee or of a subcommittee appointed by the Management Committee which shall provide for its method of operation but so that the signatures of at least two officers of the Management Committee shall at all times be required.

11.5 All funds of the Association shall immediately on receipt be paid into the afore-mentioned bank account(s) or such other financial body as may be decided upon by the Management Committee.

11.6 The Management Committee shall make and to the best of its ability enforce adequate regulations for internal control and the security and safe custody of all moneys, securities and other documents belonging to the Association or to any cerebral palsied person for whom the Association has responsibility.

12. ALTERATIONS TO THE CONSTITUTION

12.1 This Constitution shall only be amended at an Annual General Meeting or an Extraordinary General Meeting of the Association duly convened and held. The notice of the Meeting shall specify the alteration to be proposed. The assent of not less than three-quarters of the members of the Association for the time being present and voting in person or by proxy shall be required to give effect to any alteration PROVIDED that no alteration shall be made to Clauses 2.1; 15 or this clause without the prior consent of the Charity Commissioners. PROVIDED also that no alteration shall be made to this Constitution which would cause the Association to cease to be a charity at law. The Charity Commission shall be informed of the alteration.

13. INDEMNITY

13.1 Every member of the Association and staff shall be indemnified by the Association against all costs, losses and expenses which he may reasonably incur in discharge of his duties, including travelling expenses, and the amount for which such indemnity is provided shall immediately attach as a charge on the property of the Association.

13.2 No member of the Association or staff shall be liable for any loss happening to the Association through the execution of the duties of his office, unless the loss be the consequence of his own negligence or dishonesty.

14. NOTICES

Any notice may be given by the Management Committee to any member either personally or by sending it through the post in a prepaid letter addressed to such member at his last known address in the United Kingdom and any letter so sent shall be deemed to have been received within 7 days of posting.

15. DISSOLUTION

15.1 The Association may be dissolved only by Resolution of a majority of three-quarters of members present and voting in person or by proxy at a General Meeting called by not less than 14 days' notice stating the terms of the Resolution to be proposed thereat.

15.2 Upon the dissolution of the Association any assets remaining after the satisfaction of any proper debts and liabilities shall not be paid to or distributed among the members of the Association, but shall be given or transferred, to such charitable institution or institutions having objects similar to the Association as the Management Committee may determine.

Adopted at an Extraordinary General Meeting of
the Swansea & District Spastic Association
September 1990