

FRIENDS OF WYVERN COLLEGE

CONSTITUTION

1. NAME

1.1 The name of the Association shall be the FRIENDS OF WYVERN

1.2 The address of Wyvern College (“the College”) is:

Botley Road
Fair Oak
Eastleigh
Hampshire
SO50 7AN

2. OBJECTS

2.1 The object of the **Association** is to advance the education of Wyvern Pupils in the College in particular by:

2.1.1 Developing effective relationships between the staff, parents and others associated with the College;

2.1.2 Engaging in activities or providing facilities or equipment which support the College and advance the education of the pupils.

3. POWERS

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

3.1.1 To provide advice

3.1.2 To publish or distribute information

3.1.3 To co-operate with other bodies

3.1.4 To raise funds (but not by means of **permanent trading**)

3.1.5 To acquire or hire property of any kind

3.1.6 To make grants or loans of money and to give guarantees

3.1.7 To set aside funds for special purposes or as reserves against future expenditure

3.1.8 To deposit or invest funds in any lawful manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification)

- 3.1.9 To take out public liability and personal accident insurance to cover **Association** meetings, activities, **committee members/trustees**, to insure the **Association's** property against any foreseeable risk and take out other insurance policies to protect the **Association** where required
- 3.1.10 To employ paid or unpaid agents, staff or advisers
- 3.1.11 To enter into contracts to provide services to or on behalf of other bodies
- 3.1.12 To obtain and pay for goods and services as are necessary for carrying out the work of the charity
- 3.1.13 To open and operate bank and other accounts as the **committee members/trustees** consider necessary
- 3.1.14 To do anything else within the law that promotes the **Objects**.

BUT the Committee shall not undertake any activity in the College premises without the consent of the **Headteacher**.

4. MEMBERSHIP

- 4.1 The **Headteacher** of the College shall be *ex officio* President of the **Association**.
- 4.2 The **Members** of the **Association** are:
 - 4.2.1 the parents, guardians or carers of any pupil currently attending the College
 - 4.2.2 the teaching and non-teaching staff currently employed by the College
 - 4.2.3 any person over the age of 18 wishing to offer appropriate support or help to the College and who is accepted by the **Committee** as a **Member**.
- 4.3 **Membership** is terminated if:
 - 4.3.1 the **Member** dies
 - 4.3.2 the **Member** resigns by written notice to the **Association**
 - 4.3.3 the **committee members/trustees** 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 College is deemed a danger to the school or its pupils or staff or might bring the **Association** 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 SPECIAL)

- 5.1 All **Members** are entitled to attend any General Meeting of the **Association**.

- 5.2 All General meetings are called by giving 21 clear days written notice of the meeting to the **Members**. The notice should specify the date, time and location of the meeting as well as give an overview of the agenda.
- 5.3 There is a quorum at a General Meeting when the number of **Members** present is at least twice the number of **committee members/trustees** in office at the start of the meeting.
- 5.4 The **Chair** or (if the **Chair** is unable or unwilling to do so) some other **committee member/trustee** elected by those present is in charge of a General Meeting.
- 5.5 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.
- 5.6 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.
- 5.7 The **Association** must hold an **AGM** in the Autumn term each year. Not more than 15 months may elapse between successive **AGMs**.
- 5.8 At an **AGM** the **Members**:
- 5.8.1 receive the accounts of the **Association** for the previous financial year
- 5.8.2 receive the report of the **committee members/trustees** on the **Association's** activities since the previous **AGM**
- 5.8.3 elect the **committee members/trustees** for the ensuing year
- 5.8.4 appoint an independent examiner or auditor for the Association
- 5.8.5 discuss and determine any issues of policy or deal with any other business put before them
- 5.9 An **SGM** may be called at any time by the **Committee** and must be called within 21 days to happen within three months of a written request to the receiving **committee members/trustees** 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 **Association**, its property and funds. The **Committee** members are referred to in this document as **committee members/trustees**.
- 6.2 There shall be the following elected members of the **Committee**:
- A Chair
 - Vice Chair
 - A Secretary
 - A Treasurer
 - A representative of the teaching staff.

- 6.3 **Committee members/trustees** shall be elected at the **AGM** and shall hold office until the conclusion of the next **AGM**.
- 6.4 All **committee members/trustees**, except those who are co-opted, must be members of the **Association**.
- 6.5 **Committee members/trustees** shall have the power to co-opt **committee members/trustees** at any time, and co-opted **committee members/trustees** shall serve until the conclusion of the next **AGM**.
- 6.6 The number of co-opted **committee members/trustees** must not be more than 50% of the total number of **committee members/trustees**.
- 6.7 Nominations for election to the **Committee** may be made by any **Member** of the **Association** and seconded by another. Such nominations must have the consent of the nominee. Nominations should be made to the **Chair** at any time until the election process has been completed. If no nominations, or an insufficient number, are received before the **AGM** any **Members** present may nominate a person, with their consent, and that person may be appointed by a majority vote of those present.
- 6.8 A **committee member/trustee** (whether elected or co-opted) automatically ceases to be a **committee member/trustee** if he or she:
- 6.8.1 is disqualified under section 72 of the Charities Act 1993 as amended by the Charities Act 2006 from acting as a charity trustee
 - 6.8.2 is incapable, whether mentally or physically, of managing his or her own affairs
 - 6.8.3 is absent from three consecutive meetings of the **Committee** without prior notification to the Secretary
 - 6.8.4 ceases to be a **Member** of the **Association**
 - 6.8.5 resigns by written notice to the **Committee** but only if at least two **committee members/trustees** remain in office
 - 6.8.6 is removed by a resolution passed by a majority of other **committee members/trustees**. Removal is not effective until the **committee member/trustee** 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.
- 6.9 All **committee members/trustees** shall be entitled to reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the **Association**.
- 6.10 A retiring **committee member/trustee** is entitled to an indemnity from the continuing **committee members/trustees** at the expense of the **Association** in respect of any liabilities properly incurred while he or she held office.
- 6.11 A technical defect in the appointment of a **committee member/trustee** of which the **Committee** are unaware at the time does not invalidate decisions taken at a meeting.

7. 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 per cent, rounded up to the nearest whole number, of the total current membership of the **Committee** (but there must be at least one parent and one staff representative present).
- 7.3 The **Chair** or, if the **Chair** is unable or unwilling to do so, some other **committee member/trustee** chosen by the members present is in charge at each **Committee** meeting.
- 7.4 Every decision may be made by a simple majority of the votes cast at a **Committee** meeting. A resolution which is in writing and signed by all **committee members/trustees** is equally valid. The resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 7.5 Except for the Chair of the meeting, who has a second or casting vote, every **committee member/trustee** has one vote on each issue.

8. POWERS OF COMMITTEE

- 8.1 The following powers are available to the **Committee** to help run the **Association**:
- 8.1.1 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/trustee**. All sub-Committee proceedings must be promptly reported to the main **Committee**.
- 8.1.2 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 **Association** including the operation of bank accounts and the commitment of funds.

9. PROPERTY & FUNDS

- 9.1 The property and funds of the **Association** must only be used to fulfil the **Objects** (see clause 2).
- 9.2 **Committee members/trustees** can enter into contracts with the **Association** for the provision of goods and services to the **Association** (but not contracts of employment with the **Association** except with the prior written consent of the Charity Commission) provided that:
- 9.2.1 the maximum amount is set out in writing and is reasonable for the services provided
- 9.2.2 the **committee members/trustees** are satisfied that the agreement is in the interests of the charity before entering into it
- 9.2.3 the total number of **committee members/trustees** entitled to such remuneration is in the minority from time to time.

- 9.3 Whenever a **committee member/trustee** has a personal interest in a matter to be discussed at a meeting, the **committee member/trustee** 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 at 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 **Association** must be made available for inspection by any **Member** of the **Association**.
- 10.4 The **Committee** must notify the Charity Commission promptly of any changes to the **Association's** entry on the Register of Charities.

11. NOTICES

- 11.1 Notice of any General Meeting of the **Association** may be sent by hand, by post, by suitable electronic communication (email) or in any newsletter distributed by the **Association** to its **Members**. Notification by hand may include distribution to parents, guardians and carers via their children with or without other communications from the College.
- 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/trustees** are unaware of at the time does not invalidate decisions taken at a General Meeting.

12. AMENDMENTS

12.1 This Constitution may be amended at a General Meeting of the **Association** by a two-thirds majority of the votes cast, but:

12.1.1 The **Members** must be given 21 clear days' notice of the proposed amendments.

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

12.2 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 **Association** may be dissolved by a resolution presented at an **SGM** 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 **Association** but will be given to the College for the benefit of the pupils of the College. In the event of the College 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 **Association**.

13.4 The Trustees must notify the Charity Commission promptly that the **Association** has been dissolved. The Trustees must comply with any request from the Commission including providing the **Association'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 e-mail 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. Every committee member/trustee is legally a charity trustee.
- clear day: means 24 hours from midnight following the triggering event
- the Commission: means the Charity Commission for England and Wales: charitycommission.gov.uk
- the **Committee:** is the governing body of the Association and comprises 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
- **SGM:** 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 SGM
- Governing Body: means the Governing Body of the College
- **Headteacher:** means the Headteacher or Principal of the College
- 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 2
- 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.