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Friends Association Constitution



**Bishop
Perowne**
Church of England College
Endeavour Forever

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1 CONSTITUTION

1. Association Details

- 1.1 Type of association: (please tick the appropriate box)** Friends of the School:
- 1.2 Association name in full:** Bishop Perowne CE College Friends Association (BPFA):
- 1.3 School name in full:** Bishop Bishop Perowne Church of England College

School address:

Merriman's Hill Road
Worcester
Worcestershire
WR3 8LE

1.4 The committee

The minimum number of **committee members/trustees**: 2

2. Charitable Purpose ('Objects')

The **object** of the **association** (the **objects**) 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/trustees** have the following powers, which may be exercised only in promoting the charity's purpose ('**objects**');

- 3.1 To provide advice
- 3.2 To publish or distribute information
- 3.3 To co-operate with other bodies
- 3.4 To raise funds (but not by means of **permanent trading**)
- 3.5 To acquire or hire property of any kind
- 3.6 To make grants or loans of money and to give guarantees
- 3.7 To set aside funds for special purposes or as reserves against future expenditure
- 3.8 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)
- 3.9 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
- 3.10 To employ paid or unpaid agents, staff or advisers
- 3.11 To enter into contracts to provide services to or on behalf of other bodies
- 3.12 To pay the costs of forming the association
- 3.13 To obtain and pay for goods and services as are necessary for carrying out the work of the charity
- 3.14 To consult parents on their views
- 3.15 To open and operate bank and other accounts as the **committee members/trustees** consider necessary

- 3.16 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:

- 4.1 In a Parents Association, the parents, guardians or carers of any pupil currently attending the school or in a Parent Teacher Association, Parent Staff or Home-School Association as detailed above plus teaching and non-teaching staff currently employed by the school or in any other **association**, for example a Friends group, those described above 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.
- 4.2 **Membership** is terminated if:
- 4.2.1 the **member** dies
 - 4.2.2 the **member** resigns by written notice to the **association**
 - 4.2.3 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 school 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 Extraordinary)

- 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 **General Meeting** as well as give an overview of the agenda.
- 5.3 There is a quorum at a **General Meeting** when the total number of **members** present (including **committee members/trustees**) is at least twice the number of **committee members/trustees** in office at the start of the meeting. The only exception would be at a **General Meeting** where the association is being dissolved: please see clause 13.
- 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 (Dissolution: clause 13), 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 a **General Meeting** within 12 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**.
- 5.8 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**
 - 5.8.4 appoint an **independent examiner** or auditor for the **association** if this is needed
 - 5.8.5 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the **association**
 - 5.8.6 discuss and determine any issues of policy or deal with any other business put before them
- 5.9 A **General Meeting** may also be called for special or extraordinary reasons (called an **Extraordinary General Meeting or EGM**). In addition to being called by committee members, these can be called by **members** of the **association**. This requires a request in writing to the **committee** from 10 or more members. As a result, the **committee** must call an **EGM** (give all members of the association notice of the **EGM**) within 21 days of the written

requests being received from members. This **EGM** must happen within three months of the written requests being received. (This timeframe is designed to make allowances for school holidays.)

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 **Committee members/trustees** shall be elected at the **AGM** and shall hold office until the next **AGM**.
- 6.3 All **committee members/trustees**, except those who are co-opted, must be members of the **association**.
- 6.4 **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 date of the next **AGM**.
- 6.5 The number of co-opted **committee members/trustees** must not be more than 50% of the total number of **committee members/trustees**.
- 6.6 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 in writing 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.
- 6.7 A **committee member/trustee** (whether elected or co-opted) automatically ceases to be a **committee member/trustee** if he or she:
 - 6.7.1 is disqualified under section 178 of the Charities Act 2011 or any substantial re-enactment from acting as a **charity trustee**
 - 6.7.2 in the written opinion, given to the charity, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a trustee and may remain so for more than three months
 - 6.7.3 is absent from three consecutive meetings of the **committee** without prior notification to the Secretary
 - 6.7.4 ceases to be a member of the **association**
 - 6.7.5 resigns by written notice to the **committee** but only if at least two **committee members/trustees** remain in office
 - 6.7.6 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.
- 6.8 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**.
- 6.9 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.
- 6.10 A technical defect in the appointment of a **committee member/ trustee** of which the **committee** is 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 number of **committee** members. This applies where there are three or more **committee** members in post. Where there are only two, 100% attendance is required to be quorate to prevent a single individual having the power to make decisions on behalf of the **association**.
- 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** (including by email) 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

The following powers are available to the **committee** to help run the **association**:

- 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/trustee**. All sub-committee proceedings must be promptly reported 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 **association** including the operation of bank accounts and the management of funds.

9. Property and 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 and Accounts

- 10.1 The **committee** must comply with the requirements of The Charities Act 2011 or any substantial re-enactment 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 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/trustees** 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 **association** 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 charitable purpose (**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
- 12.3 A copy of any resolution amending the 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 **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 **association** 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 association.
- 13.4 The **committee members/trustees** must notify the Charity Commission promptly that the **association** has been dissolved. The **committee members/trustees** must comply with any request from the commission including providing the **association's** final accounts.

ADOPTED AT A MEETING HELD	
AT (Place)	(Name and signature of Chair of meeting)
.....	WITNESS NAME
ON (Date)
.....	ADDRESS
NAME
.....	OCCUPATION
OCCUPATION
.....	SIGNATURE
SIGNATURE
	(Name, address, occupation and signature of witness)

2 GLOSSARY OF TERMS

In this constitution;

A	
Address	means a postal address or, for the purposes of electronic communication, i.e., an email address, a fax number 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
C	
the Chair	means the Chair of the association elected at the AGM
Charity trustees:	has the meaning prescribed by section 177 of the Charities Act 2011 or any substantial re-enactment. 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: www.gov.uk/government/organisations/charity-commission
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
E	
EGM	means an Extraordinary General Meeting of the members of the association and which is not an AGM
F	
fundamental change	means a change that would not have been within the reasonable contemplation of a person making a donation to the association
G	
General Meetings	means any AGM or EGM (see above)
governing body	means the governing body of the school

H

headteacher means the headteacher, executive head or Principal of the school

I

independent examiner has the meaning prescribed by section 145(a) of the Charities Act 2011 or any substantial re-enactment

M

member and membership refer to members of the association as set out in clause 4

Months means calendar months

O

the objects means the charitable objects of the association set out in clause 2

P

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

W

written or in writing refers to a legible document on paper including an electronic communication (email) or a fax message where the member or co-opted committee member/trustee has agreed to receipt of notices by electronic means

U

unincorporated association an 'unincorporated association' is an organisation set up through an agreement between a group of people who come together for a reason other than to make a profit, e.g., a voluntary group or a sports club. Individual members are personally responsible for any debts and contractual obligations

Y

Year means calendar year unless otherwise specified. 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.

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