

DATED

*19<sup>th</sup> February*

1999

ADUR DISTRICT COUNCIL

and

FISHERSGATE COMMUNITY ASSOCIATION

COUNTERPART  
LEASE

relating to land and premises in West Road  
Fishersgate in the County  
of West Sussex

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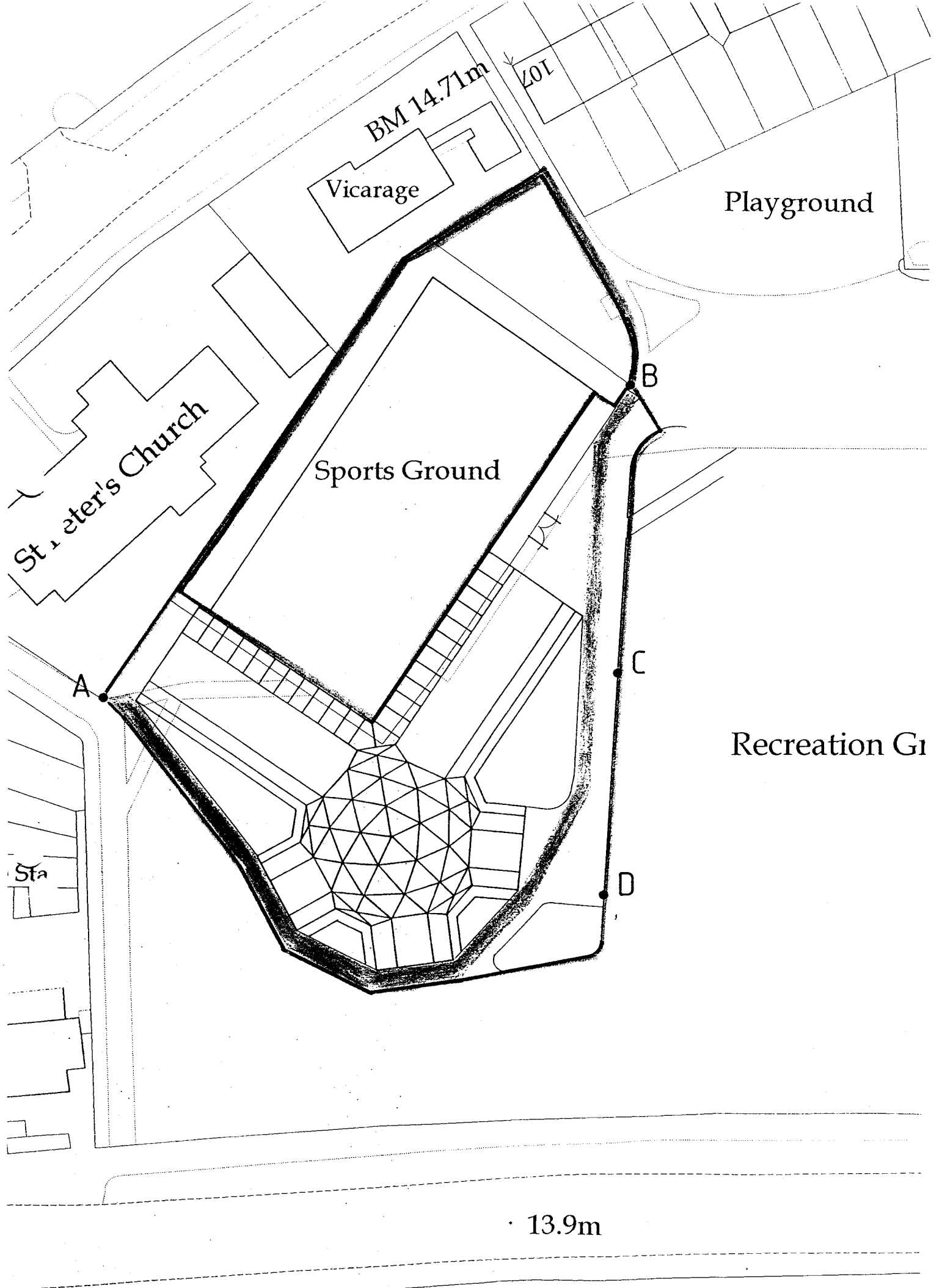
THIS LEASE made the 19<sup>th</sup> day of February One thousand nine hundred and ninety-nine BETWEEN ADUR DISTRICT COUNCIL of the Civic Centre Ham Road Shoreham-by-Sea in the County of West Sussex (hereinafter called "the Council" which expression shall where the context so admits include the person for the time being entitled to the reversion immediately expectant on the determination of the term hereby created) of the one part and JACQUELINE PAINTER of 57 Gardner Road Fishersgate BN41 1PN and TREVOR PARKER of 18 Wyck Court Gordon Road Fishersgate BN41 1PW as Trustees for the Fishersgate Community Association (hereinafter called respectively "the Lessees" and "the Community Association" the expression "the Lessees" including the Trustees for the time being of the Community Association) of the other part

WHEREBY

1. THE Council lets and the Lessees take ALL THAT land situate in West Road Fishersgate Southwick in the County of West Sussex together with the community centre and associated buildings (including public toilets) to be erected thereon (hereinafter called "the demised premises") which said premises are for the purpose of identification only edged red on the plan annexed hereto TOGETHER with a (i) a right of way at all times along with other users (with or without motor vehicles) across the existing access way to the demised premises from West Road or such other route as may at any time be designated and (ii) a right to use the drains pipes sewers wires and cables at present laid or at any time to be laid for the passage of water soil gas electricity and telephones to the demised premises with a right of access if necessary and upon giving reasonable notice to the Council (except in cases of emergency) for the purpose of repairing maintaining and renewing such sewers drains pipes wires and cables

EXCEPTING AND RESERVING

- (a) unto all users a right of way at all times over the public footpath shown coloured brown on the said Plan
- (b) unto the Council and all persons now or hereafter entitled thereto the right of free and uninterrupted passage and running of water soil gas electricity and air from and to any adjoining or neighbouring property by or through the sewers drains pipes wires cables conduits and ducts which are or may hereafter during the term hereby granted be in under or upon the demised premises
- (c) unto the Council and their tenants the right at any time and from time to time hereafter to build upon and use any of their adjoining or neighbouring lands and rebuild or alter any of the buildings now or hereafter to be erected thereon according to such plans (whether as to height extent or otherwise) and in such manner as they deem fit notwithstanding any interference thereby occasioned to the access of light and air to the demised premises and the building to be erected thereon



BM 14.71m

Vicarage

Playground

St. Peter's Church

Sports Ground

A

B

C

Recreation Ground

D

13.9m

*S. D. Hill*

(d) unto the Council and all other persons entitled thereto the right of support and shelter and all other easements and rights and quasi-easements and quasi-rights now or hereafter belonging to or enjoyed by all adjacent neighbouring land or buildings

(e) the right to alter extend use repair and renew any drains pipes sewers cables or other easements now or at any time hereafter to be used by them in or over the demised premises and to erect any buildings or works on any land held by them without restriction as to nature height or other the extent thereof and also to use or deal with any such land without restriction TO HOLD the same (except and reserved as aforesaid) unto the Lessees from the 19<sup>th</sup> day of February One thousand nine hundred and ninety-nine for the term of 28 years at a peppercorn rent also yielding and paying to the Council the sum equivalent to that expended by the Council in insuring the demised premises in accordance with its covenant contained in Clause 3(2) hereof determinable as hereinafter provided

2. THE Lessees hereby jointly and severally covenant with the Council as follows:-

- (1) To pay the rent hereby reserved if and when demanded
- (2) To pay all rates taxes charges duties burdens assessments outgoings and impositions whatsoever whether parliamentary parochial local or otherwise which now are or shall at any time hereafter be charged rated assessed or imposed upon or in respect of the demised premises or any part thereof on the Council or the Lessees in respect thereof respectively
- (3) To construct on the demised premises at their own expense within eighteen months from the date hereof a community centre and public toilets to the reasonable satisfaction of the Council's Director of Development Services (hereinafter called "the Director of Development Services") in accordance with planning and building regulation approvals (and any other necessary consents) making good any of the surrounding grass area disturbed by the construction
- (4) To pay all charges in respect of gas water and electricity used on the demised premises
- (5) To maintain to the reasonable satisfaction of the Director of Development Services the existing fencing between points A-B on the said plan
- (6) To erect and maintain to the reasonable satisfaction of the Director of Development Services fencing between the points C-D on the said plan
- (7) To maintain the interior and exterior of the community centre (including painting where necessary at regular intervals) to the reasonable satisfaction of the Director of Development Services
- (8) At the expense of the Lessees and insofar as is consistent within the Lessees covenants to repair herein contained to do and execute all such works and to perform and observe all such obligations as under or by virtue of any Act of Parliament for the time being in force shall be required to be done or

executed or performed or observed in or upon the demised premises whether by the Council or the Lessees and to indemnify the Council in respect thereof

(9) To make available sufficient changing accommodation in the community centre to facilitate the playing of pre-booked competitive football on the adjoining recreation ground and any other permitted sporting activity or other event by prior arrangement with the Community Association

(10) To use the demised premises for the purpose and objects of the Community Association as set out in the Memorandum of Constitution contained in the Schedule hereto and for such temporary lettings as may be authorised by the General Committee of the Community Association and for no other purpose whatsoever

(11) To use that part of the demised premises edged blue on the said plan only for a roller hockey rink or similar associated activities including football hockey and BMX freestyle ensuring

- (i) that all such activities will be supervised by qualified personnel
- (ii) that noise will be kept to a reasonable level
- (iii) that no advertisements or signs will be affixed to the said part without the written consent of the Council save that the Community Association may place advertisements or signs on the internal side of the rink barriers
- (iv) that no spectators will be charged without prior written consent from the Council such consent not to be unreasonably withheld or delayed
- (v) that the existing fencing around the said part will be maintained at all times to the reasonable satisfaction of the Director of Development Services

(12) Not to change the use of that part of the demised premises edged blue on the said plan without the previous written consent of the Council such consent not to be unreasonably withheld or delayed

(13) Not to make any alterations or additions to the demised premises without the previous written consent of the Council such consent not to be unreasonably withheld or delayed

(14) To permit the Council and their agents with or without workmen or others at all reasonable times to enter upon the demised premises and every part thereof to view the state and conditions of the same and thereupon the Council may give notice in writing to the Lessees specifying any repairs necessary to be done by the Council at the expense of the Lessees or by the Lessees with the agreement and to the reasonable satisfaction of the Council

(15) After every such notice as aforesaid to permit the Council their agents servants and workmen at any time upon reasonable prior notice (save in an emergency) to enter upon the demised premises for the purpose of repairing and making good all such defects decays and wants of reparation and the Lessees shall within 7 days repay to the Council the amount of the outlay and all expenses so incurred

unless the Council shall have agreed to the Lessees doing the works in accordance with the preceding sub-clause

(16) To permit the Council and their agents with all necessary workmen and appliances at all reasonable times to enter upon the demised premises to execute repairs or alterations on any adjoining or neighbouring premises now or hereafter belonging to the Council

(17) Not to do or permit or suffer anything to be done in or upon the demised premises or any part thereof which may be or become a nuisance or annoyance or cause damage or inconvenience to the Council or to the owners or occupiers of any neighbouring land or premises

(18) Not to assign underlet or part with the possession of the demised premises or any part thereof except for such lettings as may be authorised by the Council but the consent of the Council shall not be required for the letting of rooms on a daily basis pursuant to the use of the building as a Community Centre

(19) To notify the Council in writing within 30 days of each and every change in the Trustees for the purposes of this Lease

(20) Any Trustee for the time being shall cease to be liable under any of the covenants and provisions herein contained as soon as a replacement Trustee has been appointed by the Lessee and registered by the Council

(21) Not to affix or exhibit or permit to be affixed or exhibited to or upon the exterior of the demised premises any sign lettering placard poster signboard fascia or other advertisement except as shall be previously approved by the Council save as provided for at clause 2 ii (iii) hereof and if approval is required such approval not to be unreasonably withheld or delayed

(22) Not to do or omit or permit or suffer to be done or omitted any act or thing in on or respecting the demised premises required to be done or omitted (as the case may be) by the Town and Country Planning Act 1990 (or any amendment thereof) or by any orders regulations or directions issued under or by virtue of the said Act (or any amendment thereof) And at all times hereafter to indemnify and keep indemnified the Council against all actions proceedings costs expenses claims and demands in respect of any such action matter or thing contravening the said provisions of the said Act orders regulations or directions or any of them as aforesaid

(23) Not to impede or obstruct in any way users of the public footpath shown coloured brown on the said Plan or in such route as may from time to time be designated by the Council

(24) To take all reasonable steps to prevent any encroachment upon the demised premises or the acquisition of any new right to light passage drainage or other easement over upon or under the demised premises and to give notice to the Council of any threatened encroachment or attempt to acquire any such easement

(25) Not to do or suffer to be done anything whereby the policy or policies of insurance on the demised premises against damage by fire or other usual comprehensive risks may become void or voidable or whereby the rate of premium may be increased

(26) To submit to the Council before the end of April in each year a report on the conduct of the demised premises as a Community Centre and an Audited Statement of the Account as at the end of April of the previous year and to provide any further information which may from time to time be reasonably required by the Council

(27) In all respects to comply with all obligations imposed by law in respect of the demised premises and to indemnify the Council in respect thereof

(28) To pay all expenses (including Solicitors' costs and Surveyors' fees) incurred by the Council incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the Court

(29) At the determination of the term hereby granted to yield up to the Council the demised premises and all additions and improvements thereto and all fixtures of every kind in or upon the demised premises or which during the said term may be affixed or fastened thereto (except Lessees' fixtures) in good and substantial repair in accordance with the Lessees' covenants hereinbefore contained

(30) Not to change the Association's constitution without the written consent of the Council

(31) Not to install a permanent licensed bar in the community centre

(32) To maintain and produce to the Council's Head of Financial Services when requested a policy of insurance indemnifying the Council against any liability loss claim or proceedings howsoever arising in respect of personal injury or death of any person the minimum amount of cover to be £2,500,000 in respect of any one claim arising out of any one occurrence

3. THE Council hereby covenant with the Lessees as follows:

(1) To pay to the Lessees quarterly in advance for the first three quarters and a final quarter's balancing charge during the first year of the term of this Lease a total of £3620 to cover the costs of performing the covenant in clause 2(9) or if the recorded usage is greater a pro rata sum and thereafter quarterly in advance to pay a sum reflecting the recorded usage (excluding cleaning costs) under the said sub-clause during the previous twelve months such sum to be determined by the Director of Development Services

(2) (i) To keep the demised premises insured against loss or damage by fire and all usual comprehensive risks and terrorist cover or such other insured risks in such sum as the Council shall deem to be adequate and in the event of the demised premises being destroyed or damaged by fire and provided that the insurance effected by the Council shall not have been vitiated or payment of the insurance money refused in whole or in part in consequence of some act or default on the part of the

Lessees as soon as the necessary labour materials and permits are obtained to repair or reinstate the same

- (2) (ii) To provide the Association with details of the insurance cover of the Council from time to time
- (3) That the Lessees paying the rent hereby reserved and observing and performing the covenants on their part hereinbefore contained shall and may peaceably hold and enjoy the demised premises during the term hereby granted without any interruption by the Council or any person lawfully claiming under them
- (4) To maintain the interior and exterior of the public toilets when erected by the Lessees and to be responsible for their cleanliness at all times
- (5) To pay for the cleaning and decoration as and when necessary of the changing rooms such payment to be according to the recorded user of the premises in respect of the user provided for at Clause 2 (9) hereof

4. IT is hereby agreed and declared that the overall control of the demised premises shall be vested in a Committee to be known as the Fishersgate Community Centre General Committee the Constitution of which is contained in the Schedule hereto

5. PROVIDED ALWAYS and it is hereby agreed as follows:-

- (1) So long as the demised premises shall be held in trust for the Community Association the Lessees shall not be liable personally for any of the covenants contained in this Lease
- (2) If the rent hereby reserved or any part thereof shall at any time be unpaid for twenty-one days after being demanded or if any covenant on the part of the Lessees shall not be performed or observed then and in any such case it shall be lawful for the Council or any person duly authorised by them at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Council in respect of any breaches of the covenants on the part of the Lessees herein contained
- (3) Any notice under this Lease shall be in writing and any notice to be given to the Lessees shall be sufficiently served if left addressed to the Honorary Secretary for the time being of the Community Association on the demised premises or sent to him or her by recorded delivery post at his or her last known address in England and any notice to the Council shall be sufficiently served if sent by recorded delivery addressed to the Acting Solicitor of the Council at the offices of the Council

The perpetuity period for this lease shall be eighty years from the date hereof

It is hereby certified that there is no agreement for a Lease to which this Lease gives effect

IN WITNESS whereof the Council has caused its common seal to be hereto affixed and the lessees have set their hands as a Deed the day and year first before written

THE SCHEDULE

Constitution of the Fishersgate Community Association

**1. NAME**

The name of the Charity is the Fishersgate Community Association (hereinafter called "the Association").

**2. OBJECTS**

The objects of the Association are to:

- (a) promote the benefit of the inhabitants of *Fishersgate* (hereinafter called "the area of benefit") without distinction of sex, sexual orientation, race or of political, religious or other opinions, by associating together the said inhabitants and the local authorities, voluntary and other organisations in a common effort to advance education and to promote facilities in the interests of social welfare for recreation and leisure - time occupation with the object of improving the conditions of life for the said inhabitants;
- (b) establish, or secure the establishment of, a Community Centre (hereinafter called "the Centre") and to maintain and manage the same (whether alone or in co-operation with any local authority or other such person or body) in furtherance of these objects;
- (c) promote such other charitable purposes as may from time to time be determined;

The Association shall be non-party in politics and non-sectarian in religion.

**3. POWERS**

In furtherance of the said objects, but not otherwise, the Association shall have the power to:

- (a) bring together in conference, representatives of voluntary organisations, Government departments, statutory authorities and individuals;
- (b) arrange and provide for, either alone or with others, the holding of exhibitions, meetings, lectures, classes, seminars or training courses, and all forms of recreational and other leisure-time activities;
- (c) collect and disseminate information on all matters relating to its objects, and to exchange such information with other bodies having similar objects whether in the United Kingdom or elsewhere;
- (d) write, print or publish, in whatever form, such papers, books, periodicals, pamphlets or other documents, including films and recorded material, as shall further its objects, and to issue or circulate the same whether for payment or otherwise;
- (e) purchase, take on Lease or in exchange, hire or otherwise lawfully acquire such property or other rights and privileges as may be necessary for the promotion of its objects, and to construct, maintain or alter the same, SUBJECT TO the provisions of Clause 18 hereof;
- (f) make regulations for the proper supervision, control and management of any property which may be so acquired;
- (g) sell, let, dispose of or turn to account all or any of its property or assets SUBJECT TO such consents as may be required by law;
- (h) raise funds and invite or receive donations and contributions, whether by subscription or otherwise, PROVIDED THAT the Association shall not undertake or in any way engage in any permanent trading activities in raising funds for its charitable objects;
- (i) support any charitable trust, associations or institutions formed for all or any of the objects;
- (j) receive money on deposit or loan or overdraft, in such manner as the Association may think fit, SUBJECT TO such consents or on such conditions as may be required by law;

- (k) invest money not immediately required for its objects in or upon such investments, securities or property as the Association may think fit, SUBJECT NEVERTHELESS to such conditions (if any) as may for the time being be imposed by law;
- (l) borrow money, and SUBJECT TO such consents as may be required by law, to charge all or any of the property of the Association with the repayment of money so borrowed;
- (m) subject to clause 14 hereof, employ such persons as are necessary for the proper pursuit of the objects and make all reasonable and necessary provision for the payment of pensions and superannuation for staff and their dependants;
- (n) remunerate any member of the General Committee for services rendered to the Association PROVIDED THAT:
  - (i) such member shall not be present at or take part in any discussions or decision relating to such remuneration;
  - (ii) any decision to remunerate such member shall be taken unanimously by the other members present and voting at the meeting at which the decision is made;
  - (iii) the other members are satisfied that the level of remuneration is reasonable and proper having regard to the services rendered by such member to the Association;
  - (iv) the other members are satisfied that the services rendered to the Association are of special value to the Association having regard to such member's ability, qualifications, or experience and/or to the level of remuneration for which he/she has agreed to provide them;
  - (v) the number of such members for the time being in receipt of remuneration shall not exceed a minority of the members of the General Committee;
- (o) insure and arrange insurance cover and to indemnify its employees and voluntary workers from and against all such risks incurred in the course of the performance of their duties as may be thought fit;

- (p) provide indemnity insurance for the members of the General Committee (or any of them) out of the funds of the Association PROVIDED THAT any such insurance shall not extend to any claim arising from any act or omission which the members of the General Committee (or any of them) knew to be a breach of duty or breach of trust or which was committed by members of the General Committee (or any of them) in reckless disregard of whether it was a breach of duty or breach of trust or not;
- (q) affiliate to the National Federation of Community Organisations (Community Matters) and to other organisations with similar charitable objects;
- (r) do all such other lawful things as shall further the charitable objects of the Association.

#### 4. MEMBERSHIP

- (a) Membership shall be open, irrespective of sex, sexual orientation, race, nationality, or political, religious or other opinion to:-
  - (i) individuals aged eighteen years and over:
    - (a) who live within the area of benefit, who shall be known as Full members;
    - (b) who live outside the area of benefit, who shall be known as Associate members, and who may attend as observers but who shall not have the right to vote at General Meetings of the Association, PROVIDED THAT they shall have power to elect 1 of their number to represent them and vote on their behalf at General Meetings and at meetings of the General Committee;
  - (ii) individuals aged under eighteen years, whether living within or outside the area of benefit, who shall be known as Junior members and who may be admitted to membership subject to such conditions as the General Committee may decide. They shall have the power to elect two of their number to represent them, without the right to

vote, at meetings of the General Committee. Any Junior members may also attend General Meetings as observers but shall not have the right to vote;

(iii) associations and organisations, whether corporate or unincorporated, (and including branches of national or international organisations) which operate solely or in part within the area of benefit, are voluntary or non-profit-distributing and which wish to support the objects of the Association, which shall be known as Affiliated Groups;

(iv) the Statutory Authorities in whose administrative area the area of benefit lies.

(b) Each member organisation as set out in Clause 4 (a) (iii) and (iv) above and each Section established in accordance with Clause 6 below shall appoint one individual person being a member thereof to represent it and vote on its behalf at meetings of the General Committee and at General Meetings of the Association; and may appoint an alternate being a member thereof to replace its appointed representative as an observer at such meetings if the appointed representative is unable to attend. In the event of such individual person resigning or leaving a member organisation or Section he or she shall forthwith cease to be a representative thereof. The member organisation concerned shall have the right to appoint a new representative, informing the Secretary in writing.

(c) Individual members admitted under Clause 4 (a) (i) (a) or elected as voting representatives under Clause 4 (a) (i) (b), and representatives appointed under Clause 4 (b) above shall hereafter be referred to as 'members with power to vote'.

## **5. SUBSCRIPTIONS**

All individual members and Affiliated Groups shall pay such subscriptions as the General Committee may from time to time determine.

## **6. SECTIONS**

Sections shall be such groups of individual members as may, with the permission of the General Committee, be formed within the Association for the furtherance of common activities. The General

Committee shall determine the terms of reference and functions of each such Section and the duration of its activities.

## **7. RESIGNATION AND TERMINATION OF MEMBERSHIP**

- (a) Any member of the Association may resign his/her membership and any representative of a member organisation or Section may resign such position, by giving to the Secretary of the Association written notice to that effect.
- (b) The General Committee may, by resolution passed at a meeting thereof, terminate or suspend the membership of any member, if in its opinion, his/her conduct is prejudicial to the interests and objects of the Association, PROVIDED THAT the individual member or representative of the member organisation (as the case may be) shall have the right to be heard by the General Committee before the final decision is made. There shall be a right of appeal to an independent arbitrator appointed by mutual agreement.

## **8. GENERAL MEETINGS OF THE ASSOCIATION**

### **(a) Annual General Meetings:**

Once in each calendar year, an Annual General Meeting of the Association shall be held at such time and place as the General Committee shall determine, being not more than fifteen months after the adoption of this constitution and thereafter the holding of the preceding Annual General Meeting. At least 21 clear days' notice shall be posted in a conspicuous place or places in the area of benefit and/or advertised in a newspaper circulating in the area of benefit.

The business of each Annual General Meeting shall be:

- (i) to receive the Annual Report of the General Committee, which shall incorporate the accounts of the Association referred to below, and give an account of the work of the Association and its activities during the preceding year;
- (ii) to receive the accounts of the Association for the preceding financial year;

- (iii) to elect the Honorary Officers of the Association in accordance with Clause 9 hereof;
- (iv) to note the names of the persons appointed/elected to serve as members of the General Committee under clause 10 (a) (ii) - (iv) hereof;
- (v) to elect representatives of Full members to serve on the General Committee, in accordance with Clause 10 (a) (v) hereof;
- (vi) to appoint one or more qualified auditors or independent examiners for the coming year to audit or examine the accounts of the Association in accordance with the Charities Act 1993 (or any statutory modification or re-enactment of that Act);
- (vii) to consider and vote on any proposals to alter this constitution in accordance with Clause 23 hereof;
- (viii) to consider any other business of which due notice has to be given;

### **Special General Meetings**

The Chair of the General Committee may at any time at his/her discretion and the Secretary shall within 21 days of receiving a written request so to do signed by not less than 10 members with power to vote and giving reasons for the request, call a Special General Meeting of the Association to consider the business specified on the notice of meeting and for no other purpose. At least 14 clear days' notice shall be posted in a conspicuous place or places in the area of benefit and/or advertised in a newspaper circulating in the area of benefit.

### **HONORARY OFFICERS**

Only members of the Association aged eighteen years and over shall be eligible to serve as Honorary Officers.

The members with power to vote present at the Annual General Meeting shall elect the Treasurer and Secretary of the Association and such other Honorary Officers as the Association may from time to time decide who shall serve in their respective capacities as Honorary Officers

of the General Committee and of any Executive Committee which may be established in accordance with Clause 11 hereof. Such Honorary Officers may be appointed as members of any sub-committee established in accordance with Clause 12 hereof.

- (c) At its first meeting after the Annual General Meeting the General Committee shall elect from among its members a Chair and Vice-Chair who shall serve in their respective capacities as Honorary Officers of any Executive Committee which may be established in accordance with Clause 11 hereof. Such Honorary Officers may be appointed as members of any sub-committee established in accordance with Clause 12 hereof.
- (d) An Honorary Officer shall cease to hold office if he/she notifies the Secretary of the Association in writing of his/her resignation.
- (e) If a vacancy occurs by death, resignation or disqualification among the Honorary Officers of the Association or of the General Committee, the General Committee shall have the power to fill it from among its members.
- (f) Subject to sub-clause (d) of this clause, all Honorary Officers shall hold office for *three* years and shall be eligible for re-election.

## 10. THE GENERAL COMMITTEE

Subject to the provisions of Clause 8 hereof the policy and general management of the affairs of the Association shall be directed by a General Committee which shall meet not less than times a year. As the charity trustees, the General Committee shall have power to enter into contracts for the purposes of the Association on behalf of all members and may exercise on behalf of the Association any or all of the powers enumerated in Clause 3 hereof.

- (a) The General Committee shall consist of:
  - (i) the Honorary Officers elected under Clause 9 hereof;
  - (ii) one representative appointed by each Affiliated Group and Statutory Authority in accordance with Clause 4 (b) hereof;

- (iii) one representative appointed in accordance with clause 4 (b) hereof by each Section established in accordance with Clause 6 hereof;
  - (iv) 1 representative of Associate members elected in accordance with Clause 4 (a) (i) (b) hereof;
  - (v) up to 8 representatives of Full members or such larger number as shall be equal to the number of General Committee members appointed in accordance with sub-clause (a) (ii) and (iii) of this clause to be elected by the Full members present at the Annual General Meeting;
  - (vi) persons co-opted individually by the General Committee who shall serve on the General Committee until the conclusion of the next Annual General Meeting; PROVIDED THAT the number of co-opted members shall not exceed one quarter of the total number of members elected and appointed to the General Committee in accordance with the provisions of this sub-clause and enumerated above.
- b) All members of the General Committee shall retire from office together at the conclusion of the Annual General Meeting next after the date on which they came into office but they may be re-elected or re-appointed.
- c) If casual vacancies occur among the elected members of the General Committee it shall have power to fill these from among the members of the Association.
- d) The proceedings of the General Committee shall not be invalidated by any failure to elect or any defect in the election, appointment, co-option or qualification of any member.
- e) A member of the General Committee shall cease to hold office if he or she:
- (i) is disqualified from holding such office by virtue of section 72 of the Charities Act 1993 (or any statutory modification or re-enactment of that provision), or

- (ii) becomes incapable by reason of mental disorder, illness or injury of managing his or her own affairs, or
- (iii) is absent without the permission of the General Committee from all its meetings held within a period of six months and the General Committee resolves that he/she shall cease to hold office, or
- (iv) notifies the General Committee in writing of his or her resignation (PROVIDED THAT at least three members of the General Committee will remain in office when the notice of resignation is to take effect).

The provisions of paragraphs (i) and (ii) of this sub-clause also apply to any individual holding trustee who may be appointed in accordance with Clause 18 (a) below, and of paragraphs (iii) and (iv) of this sub-clause *mutatis mutandis* to any member of any Executive Committee which may be established in accordance with Clause 11 below.

- (f) Each member of the General Committee shall upon election or appointment to the committee receive a copy of the Association's constitution. No person shall be entitled to act as a member of the General Committee, following election or re-election or appointment or re-appointment, until they have signed in the minute book of the General Committee a declaration of acceptance and willingness to act as a managing charity trustee of the Association.
- (g) No persons under the age of eighteen shall be members of the General Committee or of any Executive Committee which may be established in accordance with Clause 11 hereof but such persons may be invited to attend meetings of such committees as observers without the right to vote.

## **11. EXECUTIVE COMMITTEE**

- (a) The General Committee may establish until the next following Annual General Meeting an Executive Committee to which it may delegate the conduct, in accordance with the general policy of the General Committee, of such of the day-to-day affairs of the Association as the General Committee shall decide. The Executive Committee shall meet not less than 4 times a year and shall consist of:

- (i) the Honorary Officers elected under Clauses 8 (a) (iii) and 9 hereof;
  - (ii) up to 4 members elected by and from the members of the General Committee;
  - (iii) up to 3 further persons who may be co-opted by resolution of the Executive Committee  
PROVIDED THAT the number of co-opted members shall not exceed one third of the membership of the Executive Committee;
- (b) The General Committee may make such regulations and impose such terms and conditions and give such mandates to the Executive Committee as it may from time to time think fit;
  - (c) Every delegation under this clause shall be revocable by the General Committee at any time;
  - (d) The deliberations of the Executive Committee shall be reported regularly to the General Committee and any resolution passed or decision taken by the Executive Committee shall be reported promptly to the General Committee;
  - (e) A member of the Executive Committee shall cease to hold office in accordance with the provisions of Clause 10 (e) above.

## **12. SUB-COMMITTEES**

The General Committee may appoint one or more sub-committees for supervising or performing any activity or service. In each such case:

- (a) the General Committee shall define the terms of reference of the sub-committee and may also determine its composition and the duration of its activities;
- (b) all acts and proceedings of the sub-committee shall be reported as soon as possible to the General Committee and/or to any Executive Committee it may have established in accordance with Clause 11 hereof.

**13. GENERAL AND EXECUTIVE COMMITTEE MEMBERS NOT TO BE PERSONALLY INTERESTED**

Except as provided for in sub-clauses 3 (n) and 3 (p);

- (a) no member of the General Committee (otherwise than as a trustee for the Association) or of the Executive Committee shall acquire any interest in property belonging to the Association;
- (b) no member of the General Committee (otherwise than as a member of the General Committee) shall be interested in any contract entered into by the General Committee;
- (c) no member of the General Committee and no member of the Executive Committee shall receive remuneration.

**14. PAID EMPLOYEES**

- (a) The General Committee shall have the sole right in exercise of the power conferred by clause 3 (m) hereof of appointing, dismissing and determining the terms and conditions of service of all employees of the Association.
- (b) An employee of the Association shall not be eligible to be a member of the General Committee, the Executive Committee, any section committee or any sub-committee of the Association, but may be invited to attend such committees as a non-voting adviser.

**15. RULES OF PROCEDURE AT ALL MEETINGS**

- (a) **Voting**

Subject to the provisions of Clause 23, any question arising at a meeting of the Association or one of its committees shall be decided by a simple majority of those present and voting. No member shall exercise more than one vote notwithstanding that he or she may have been appointed to represent two or more interests, but in case of an equality of votes the Chair shall have a second or casting vote.

(b) **Quorum**

- (i) **Committee Meetings:** one third of the members with power to vote shall form a quorum at meetings of the General Committee and all other committees and sub-committees of the Association.
- (ii) **General Meetings:** twenty five members with power to vote or one third of the members with power to vote, whichever is the less, shall form a quorum at General Meetings of the Association.

In the event that no quorum is present at an Annual General Meeting of the Association, or the meeting has to be abandoned the meeting shall stand adjourned and be reconvened 14 days later, and those members with power to vote present at that meeting shall be deemed to form a quorum.

(c) **Minutes**

Minute books shall be kept by the Association and all its committees and the respective secretary shall enter therein a record of all proceedings and resolutions.

**16. STANDING ORDERS AND RULES FOR THE USE OF THE CENTRE**

The General Committee shall have power to adopt and issue Standing Orders for the conduct of Association business and/or Rules for the use of the Centre. Such Standing Orders and Rules shall come into operation immediately, provided always that they shall be subject to review by the Association in General Meeting and that they shall be consistent with the provisions of this constitution.

**17. FINANCE**

- (a) All money raised by or on behalf of the Association shall be applied to further the objects of the Association and for no other purpose, PROVIDED THAT nothing herein contained shall prevent the payment in good faith of reasonable and proper remuneration to any employee of the Association or the repayment of reasonable out-of-pocket expenses incurred on behalf of the Association by employees and volunteers.

- (b) An account shall be opened in the name of the Association with Girobank or with such other financial institution as the General Committee may from time to time decide. The General Committee shall authorise in writing the Treasurer, the Secretary of the Association and two members of the General Committee to sign cheques on behalf of the Association. All cheques must be signed by not less than two of the four authorised signatories.
- (c) The Association's financial year shall be from 1st April to 31st March

## **18. TRUST PROPERTY**

### **(a) Land and Buildings**

Subject to the provisions of sub-clause (b) of this clause, the General Committee shall cause the title to all land (which is not vested in the Official Custodian for Charities) and all investments held by or in trust for the Association to be vested either in a corporation entitled to act as custodian trustee or in not less than three nor more than four named individuals (not being members of the General Committee) appointed by the General Committee as holding trustees. Holding trustees shall act in accordance with the lawful directions of the General Committee. PROVIDED THAT they act only in accordance with such lawful directions, holding trustees shall not be liable for the acts and defaults of members of the General Committee. Holding trustees may be removed by the General Committee at its pleasure and shall otherwise cease to hold office in accordance with the provisions of Clause 10 (e) above.

### **(b) Investments**

If a corporation entitled to act as custodian trustee has not been appointed to hold the property of the Association, the General Committee may permit any investments held by or in trust for the Association to be held in the name of a clearing bank, trust corporation or any stockbroking company which is a member of the International Stock Exchange (or any subsidiary of any such stockbroking company) as nominee for the General Committee and may pay such nominee reasonable and proper remuneration for acting as such.

## **19. ACCOUNTS**

The General Committee shall comply with its obligations under the Charities Act 1993 (or any statutory modification or re-enactment of that Act) with respect to:

- (a) the keeping of accounting records for the Association;
- (b) the preparation of annual statements of the accounts for the Association;
- (c) the auditing or independent examination of the statements of account of the Association;
- (d) the transmission of the statements of account to the Charity Commission for England and Wales.

## **20. ANNUAL REPORT AND ANNUAL RETURN**

The General Committee shall comply with its obligations under the Charities Act 1993 (or any statutory modification or re-enactment of that Act) with respect to the preparation of an annual report and an annual return and their transmission to the Charity Commissioners for England and Wales.

## **21. INDEMNITY**

In the execution of the trusts hereof no member of the General Committee shall be liable:

- (i) for any loss to the property of the Association by reason of any improper investment made in good faith (so long as he/she shall have sought professional advice before making such investment); or
- (ii) for the negligence or fraud of any agent employed by him/her or by any other member of the General Committee in good faith (provided reasonable supervision shall have been exercised);

and no member of the General Committee or the Executive Committee shall be liable by reason of any mistake or omission made in good faith by any member of the General Committee or the Executive

Committee other than wilful and individual fraud, wrongdoing or wrongful omission on the part of the member who is sought to be made liable.

## **22. DISSOLUTION**

If the General Committee by a simple majority decides at any time that on the grounds of expense or otherwise it is necessary or advisable to dissolve the Association it shall call a meeting of all members with power to vote and of the inhabitants of the area of benefit of the age of eighteen years and upwards of which meeting not less than 21 days' clear notice (stating the terms of the resolution to be proposed thereat) shall be posted in a conspicuous place or places in the area of benefit and advertised in a newspaper circulating in the area of benefit and given in writing to the Charity Commissioners for England and Wales, and the National Director of the National Federation of Community Organisations (Community Matters). If such decision shall be confirmed by a simple majority of those present and voting at such meeting the General Committee shall have power to dispose of any assets held by or in the name of the Association. Any assets remaining after the satisfaction of any proper debts and liabilities shall be applied towards such charitable purposes for the benefit of the inhabitants of the area of benefit as the General Committee shall decide subject to the prior approval in writing of the Charity Commissioners for England and Wales, or other authority having charitable jurisdiction.

## **23. ALTERATIONS TO THE CONSTITUTION**

Any proposal to alter this constitution must be delivered in writing to the Secretary of the Association not less than 28 days before the date of the meeting at which it is first to be considered. Any alteration will require the approval of both:

- (a) a simple majority of members of the General Committee present and voting at a General Committee meeting;
- (b) a two-thirds majority of members with power to vote present and voting at a General Meeting.

At least 14 clear days' notice shall be posted in a conspicuous place in the area of benefit and advertised in a newspaper circulating in the area of benefit, stating the wording of the proposed alteration.

o alteration shall be made to this constitution which would cause the Association to cease to be a  
arity at law. No alteration to Clause 2 (Objects), Clause 13 (Personal Interests), Clause 22  
dissolution) or to this Clause shall take effect until the approval in writing of the Charity  
ommissioners or other authority having charitable jurisdiction shall have been obtained.

IGNED and DELIVERED by the said  
ACQUELINE PAINTER  
the presence of:-

) J. Painter.  
) L. Henderson.  
) 33 OLD MILL CLOSE,  
FISHERSGATE

IGNED and DELIVERED by the said  
REVOR PARKER  
the presence of:-

) T Parker -  
)  
) D M Bell  
26 OLD MILL CLOSE  
FISHERSGATE  
BRIGHTON.