

## Constitution of

### **1. Name**

The Charity's name is

### **2. Objects**

To further in every way allowed by law the education and relief of deaf children without regard to race religion creed disability sex or family circumstances.

### **3. Powers**

The Trustees have power (only in pursuing the Objects) to:

- (3.1) provide and promote any activities, services, information, guidance and resources;
- (3.2) co-operate with other organisations;
- (3.3) acquire and hire property, and raise funds (except by taxable trading);
- (3.4) borrow and give security and let and dispose of property (subject to Charities Act restrictions);
- (3.5) make grants and loans; give guarantees;
- (3.6) set aside funds for special purposes, or as reserves;
- (3.7) operate bank accounts and use financial instruments;
- (3.8) invest and delegate management in accordance with the Trustees Act 2000;
- (3.9) insure to protect the Charity and its property;
- (3.10) employ staff (with pension provision) (subject to clause 9) and engage advisors, agents and volunteers;
- (3.11) pay the Charity's establishment costs;
- (3.12) do anything else conducive to promotion of the Objects.

### **4. Membership**

(4.1) The Charity is a Registered Association of the National Deaf Children's Society (Charity No:1016532; Company No: 2752456 – in England & Wales).

(4.2) Any person interested in the Objects, may be admitted, by the Trustees, as a Member (particularly parents and carers).

(4.3) The Trustees shall keep a Members' register and may set reasonable subscription rates.

(4.4) The Trustees may, by resolution, remove a Member because his or her continued membership is considered contrary to the Charity's best interests, provided the Member has an opportunity to present his or her views.

### **5. Members' meetings**

(5.1) The Trustees may call a Members' meeting on at least 14 days' written notice and shall call an annual meeting if it is requested in writing by at least two Members.

(5.2) The quorum for Members' meetings is one tenth of the total membership at that time. Members' decisions shall be by majority, subject to Clauses 11 & 12.

(5.3) The Chair (or another Trustee) shall chair Members' meetings and shall have a casting vote.

(5.5) If there is no annual meeting, annual accounts shall be made available to Members.

(5.6) A written resolution signed by the requisite majority of Members is as valid as a meeting resolution. (It may be comprised of several copies and is passed on the date of the last required signature).

## **6 Trustees**

(6.1) The Trustees have responsibility for the management of the Charity. There shall be at least three, one nominated as Chair. If the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.

(6.2) A Treasurer and a Secretary, may be appointed and need not be Trustees.

(6.4) A Trustee ceases to be a Trustee if he or she:

- is absent, without reasonable explanation, from consecutive Trustees' meetings over a six month period and a Trustees' resolution is passed removing him or her as a Trustee for that reason;
- resigns in writing to the Trustees, if at least three Trustees will remain in office;
- is removed by Members' resolution, after the Trustee has been given an opportunity to present his or her views;
- is disqualified from acting as a charity trustee.

(6.5) A defect in procedure, or any appointment, of which the Trustees were unaware at the time, does not invalidate Trustees' decisions.

## **7. The Appointment of Trustees**

(7.1) The Charity in general meeting shall elect the Officers and the other Trustees.

(7.2) The Trustees may appoint any person who is willing to act as a Trustee. Subject to sub-clause (7.5) of this clause, they may also appoint Trustees to act as officers.

(7.3) Each of the Trustees shall retire with effect from the conclusion of the annual general meeting next after his or her appointment but shall be eligible for re-election at that annual general meeting.

(7.4) No-one may be elected a Trustee or an Officer at any annual general meeting unless prior to the meeting the Charity is given a notice that:

- (a) is signed by a member entitled to vote at the meeting;
- (b) states the member's intention to propose the appointment of a person as a Trustee or as an officer;
- (c) is signed by the person who is to be proposed to show his or her willingness to be appointed.

(7.5) The Trustees may not appoint a person to be an Officer if a person has already been elected or appointed to that office and has not vacated the office.

## **8 Trustees' proceedings**

(8.1) The quorum for Trustees' meetings is two, or any higher number they agree.

(8.2) Trustees' meetings may be in person, or through other means by which participants may communicate.

(8.3) Trustees' decisions are by a majority resolution (without any casting vote).

(8.4) A written resolution signed by a majority of all Trustees is as valid as a resolution passed at a meeting. (It may be comprised of several copies and is passed on the date of the last required signature).

## **9 Benefit to Trustees and Members**

(9.1) The income and property of the Charity shall be applied solely towards the promotion of the Objects

(9.2) A Trustee may pay out of, or be reimbursed from, the property of the Charity reasonable expenses properly incurred by him or her when acting on behalf of the Charity.

(9.3) None of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Charity. This does not prevent:

(a) a member who is not also a Trustee from receiving reasonable and proper remuneration for any goods or services supplied to the Charity

(b) a Trustee from:

- buying goods or services from the Charity upon the same terms as other members or members of the public;
- receiving a benefit from the Charity in the capacity of a beneficiary of the Charity, provided that the Trustees comply with the provisions of sub clause (9.5) of this clause, or as a member of the Charity and upon the same terms as other members;

(c) the purchase of indemnity insurance for the Trustees against any liability that by virtue of any rule of law would otherwise attach to a Trustee or other officer in respect of any negligence, default breach of duty or breach of trust of which he or she may be guilty in relation to the Charity but excluding:

- fines;
- costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Trustee or other officer;
- liabilities to the Charity that result from conduct that the Trustee or other officer knew or ought to have known was not in the best interests of the Charity or in respect of which the person concerned did not care whether that conduct was in the best interests of the Charity or not.

(9.4) No Trustee may be paid or receive any other benefit for being a Trustee.

(9.5) (a) If it is proposed that a Trustee should receive a benefit from the Charity that is not already permitted under sub-clause (9.3) of this clause, he or she must:

- declare his or her interest in the proposal;
- be absent from that part of any meeting at which the proposal is discussed and
- take no part in any discussion of it;
- not be counted in determining whether the meeting is quorate;
- not vote on the proposal.

## **10. Charity assets**

(10.1) Legal title to land, investments (and as appropriate other assets) owned by the Charity should be held, on behalf of the Charity, by a company controlled by the Trustees, or by three of the Trustees, on behalf of all the Trustees

(10.2) Such a holding company or holding Trustees must act as directed by the Trustees. Provided they do so they will not incur liability to the Charity.

(10.3) The Trustees may remove or replace any holding Trustee by resolution confirmed in writing.

## **11. Amendment**

(11.1) This Constitution may be amended by Members' resolution passed by a simple majority of the members present and voting at a general meeting, provided that:

(a) no amendment may be made that would have the effect of making the Charity cease to be a Charity at law

(b) no amendment be made to alter the Objects if the change would not be within the reasonable contemplation of the members of or donors to the Charity

(c) no amendment may be made to clause 2, 9, 11 or 12 without the prior written consent of the Charity Commission

**12. Dissolution**

(12.1) The Trustees may, with the approval of at least two-thirds of the Members, dissolve the Charity.

(12.2) After meeting all Charity liabilities, the Trustees shall in their discretion apply surplus assets towards charitable purposes consistent with the Objects.

**Signed**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Role: \_\_\_\_\_ Date: \_\_\_\_\_

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Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Role: \_\_\_\_\_ Date: \_\_\_\_\_

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Signature: \_\_\_\_\_

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