

CONSTITUTION
OF THE VAUXHALL GARDENS COMMUNITY CENTRE

1. NAME

The name of the organisation shall be THE VAUXHALL GARDENS COMMUNITY CENTRE (hereinafter called 'THE CENTRE').

2. OBJECTS

The object of the Centre shall be:

1. For the public benefit, the advancement of the arts including painting, sculpting, textile, performance, music, dance and all other associated arts in particular by the provision of creative workspaces and studios in order to provide opportunities and encourage public participation in these art forms.

2. To further or benefit the residents of London Borough of Lambeth and the neighbourhood, without distinction of sex, sexual orientation, race or of political, religious or other opinions by associating together the said residents and the local authorities, voluntary and other organisations in a common effort to advance education and to provide facilities in the interests of social welfare for recreation and leisure time occupation with the objective of improving the conditions of life for the residents.

In furtherance of these objects but not otherwise, the trustees shall have power:

To establish or secure the establishment of a community centre and to maintain or manage or co-operate with any statutory authority in the maintenance and management of such a centre for activities promoted by the charity in furtherance of the above objects.

2A. POWERS

In furtherance of the above objects but not further or otherwise the Centre shall have power to:

- (i) affiliate to any other organisations with similar charitable objects.
- (ii) procure and manage premises within the area of benefit and organise and promote the use of such premises as a Community Centre.
- (iii) co-ordinate or assist in the development of the work of groups and organisations using or seeking to use the facilities of the Centre and encourage and assist in the formation of new charitable groups and organisations which might use the facilities of the Centre.
- (iv) obtain, collect and receive money and funds by way of contributions, donations, affiliation fees, legacies, grants and any other lawful method and accept and receive gifts of property of any description (whether subject to any special trust or not), provided that the Centre shall not undertake any taxable permanent trading in raising funds for its charitable objects.
- (v) purchase, take on lease or license, or otherwise hold any freehold or leasehold property with full power subject to such consents as may be required by law to lease, sub-lease or license occupation or use of all or any part of such property.

- (vi) arrange and provide for or join in arranging and providing for the holding of all kinds of meetings, exhibitions, lectures, classes, advice sessions and children's play sessions.
- (vii) make grants, gifts or donations of property in cash or in kind to needy inhabitants of the area of benefit, or to other charitable organisations (not being members of the Centre) with objects similar to some or all of those of the Centre.
- (viii) employ or retain, with or without payment, on a full or part-time basis or ad hoc, any necessary staff, being a person or persons whose particular skills, qualifications or knowledge may be of assistance in the attainment of the objects of the Centre, provided that no member of the Management Committee shall be appointed to a salaried post.
- (ix) procure to be written and print, publish, issue and circulate gratuitously or otherwise any reports or periodicals, books, pamphlets, leaflets or other documents.
- (x) open and operate banking accounts in the name of the Centre and other facilities for banking and subject to such consents as may be required by law borrowing money (with or without security) or lend or invest money or other property of the Centre whether at interest or not and take security for any such loan.
- (xi) enter into any contract of insurance howsoever in respect of any matter in which the Centre has an insurable interest.
- (xii) do such other lawful things as may be conducive or necessary to the attainment of the objects hereinbefore defined.

3. MEMBERSHIP

- (a) Membership of the Centre shall be open to any individual living and/or working within the area of benefit who applies for membership, irrespectively of race or colour, sex or sexual orientation, political or religious opinion, provided that no such individual shall in any way ascribe to views or opinions which are expressly racist or sexist.
- (b) Associate membership will be available to individuals living outside of the area of benefit who support the objects of the Centre and who apply for associate membership. Associate members may attend the annual General Meeting but shall have no voting rights.
- (c) The Management Committee shall have the right:
 - (i) for good and sufficient reason to terminate the membership of any individual member provided that the individual shall have the right to be heard by the Management Committee at a meeting before a decision is made.
 - (ii) The Management Committee shall give fourteen days' notice in writing to such a member of the date and time of such a meeting.
- (d) The Management Committee has the power to determine additional membership categories for additional services provided.
- (e) A member may withdraw from membership by giving not less than 7 day's written notice to the Centre.
- (f) Membership is not transferable, and a person's membership ceases when that person dies.

4. SUBSCRIPTIONS

All members shall pay such subscriptions as the Management Committee may from time to time determine.

5. FINANCE

- (a) The income and property of the Centre, shall be applied solely towards the promotion of the purposes of the Centre as set forth in this Constitution, and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any individual within the Centre's membership or to any member of the Management Committee, provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any person not being a member of the Management Committee of the Centre or the repayment of out-of-pocket expenses.
- (b) The Centre may appoint a custodian trustee or a trust corporation or not less than three persons to hold any property held by or in trust for the Centre or may with the agreement of the Official Custodian for Charities transfer to him.
- (c) Once in every year the accounts of the Centre shall be audited by one or more qualified auditors.
- (d) The Treasurer shall be one of the three officers of the Management Committee authorised to sign cheques. The signatures of any two of these officers will be required to authorise cheques.

6. MANAGEMENT COMMITTEE

- (a) The Centre shall be managed by a Management Committee. The number of Management Committee members shall not be less than 5 but (unless otherwise determined by a resolution of the members of the Centre passed at a general meeting) shall not be subject to any maximum.
- (b) The Management Committee shall elect annually from amongst its number a Chairperson, a Vice Chairperson, a Treasurer, a Secretary and any other officer or officers whom they shall decide in their discretion to be necessary for the conduct of the Centre's business. The Chairperson, Vice chairperson, Treasurer, Secretary and any other officer so elected may resign such office at any Management Committee meeting and in that event the Management Committee shall as soon as is reasonably practicable elect a successor. The Chairperson, Vice Chairperson, Treasurer, Secretary and any other officer or officers so elected, shall, in any event, resign at the end of the complete year of office, although they shall be eligible for re-election.
- (c) The Management Committee may invite members of staff to attend Management Committee meetings with a right to address the meeting but without voting rights. The Management Committee will request staff members to withdraw from any meeting for any discussions or resolutions which concern the conditions and terms of employment of staff or which concern other issues which the Management Committee considers it would not be appropriate to discuss in front of staff members.

- (d) The Management Committee shall meet at least six times a year and shall proceed to business provided that a quorum of one third of Management Committee members or 3 Management Committee members (whichever is the greater number) are present. Seven days' notice of meetings shall be given in writing to all Management Committee members.
- (e) Any member of the Management Committee may resign from the management committee at any time by written notice to the Centre except that he or she may not resign if such resignation would cause the number of Management Committee numbers to fall below the minimum number specifies in clause 6(a).

7. POWERS

- (a) The Management Committee has the power to appoint a number (not exceeding 50% of the elected membership of the committee) of co-optees, onto the Management Committee with full voting rights. A co-opted member of the Management committee must resign at the next annual General Meeting but shall be eligible to stand for re-election.
- (b) The powers of the Centre shall be exercised by the Management Committee which shall have full control over the affairs and management of the Centre.
- (c) The Management Committee may delegate any such powers to any person or persons, committee or sub-committee as shall from time to time be decided by the Management Committee, provided that all proceedings of such sub-committees shall be reported back to the Management Committee as soon as possible
- (d) The Management Committee shall have the power to suspend any individual member of the Management Committee by a vote of no confidence passed by a simple majority, for behaviour not conducive to achieving the objects of the Centre or for hindering the work of the Management Committee.
- (e) The Management Committee shall also have the power to terminate the trusteeship of any individual member of the Management committee by a vote of no confidence passed by at least 75% of those voting at a meeting called wholly or partly for this purpose PROVIDED that (i) the individual member concerned shall not be entitled to a vote and (ii) before the vote is taken the individual member concerned shall be given an opportunity to be heard by those present at the meeting.

8. ANNUAL GENERAL MEETING

- (a) Once a year within two months of the accounts being examined or audited (as the case may be), the Management Committee shall convene an Annual General Meeting of the Centre, which all individuals within the area of benefit shall be entitled to attend, for the purpose of receiving the annual report of the Management Committee and the annual audited statement of accounts; of electing members of the Management Committee, of accepting any resignations of existing members of the Management Committee, of appointing an auditor or auditors, of making recommendations to the Management Committee and, whenever necessary, of voting on proposals to amend this constitution.

- (b) Twenty-one days' written notification for an Annual General Meeting must be given, to all members. The following provisions of this clause are to be read subject to the provisions of clause 10.
- (c) The members may by a simple majority of those voting elect one or more people as members of the management committee if they are willing to stand and are members of the Centre PROVIDED that procedure for nominations to join the Management Committee and any other relevant procedural matters agreed upon by the Management committee from time to time and notified to the members are adhered to.
- (d) In any election no members may cast more than one vote for any candidate.
- (e) At each Annual General Meeting of the Centre, one-third of the members of the Management committee (to the nearest whole number) must retire from office. This does not include any who have been co-opted, to whom clause 7 (a) above applies. The members of the Management committee to retire shall be those who have been longest in the office since their last appointment. If any such persons were appointed on the same day, those to retire shall (unless otherwise agreed) be determined by lot.
- (f) If a Management Committee member retires pursuant to clause 7(a), he or she may apply for re-election.

9. SPECIAL GENERAL MEETING

- (a) The Management Committee can at any time call a Special General Meeting giving twenty one days' written notification to all members.
- (b) The Chairperson or Secretary shall within 21 days of receipt of a written request signed by not less than thirty members having the power to vote and giving reasons for their request call a Special General Meeting of the Centre for the purpose of altering the Constitution or of considering the matter referred to them by the Management Committee or other members.

10. QUORUM

- (a) No business shall be transacted at any general meeting unless a quorum is present, and a quorum is 10 full members of the Centre.
- (b) If a quorum is not present within half an hour from the time appointed for the meeting or during a meeting, a quorum ceases to be present, the meeting shall be adjourned to such time and place as the Management Committee shall determine.
- (c) The Management Committee must re-convene the meeting and must give at least seven days' notice of the re-convened meeting stating the date, time and place of the meeting.
- (d) If no quorum is present at the re-convened meeting within fifteen minutes of the time specified for the start of the meeting, the members present at that time shall constitute the quorum for the meeting.

11. STANDING ORDERS

- (a) The Management Committee shall have the power to adopt and issue standing orders and /or rules for the use of the Centre. Such standing orders and rules shall come into operation immediately, provided that they shall always be subject to review shall not be inconsistent with the provisions of the Constitution and the objects of the Centre
- (b) The Management Committee shall have a duty to duty to draw up standing orders detailing procedures for nominations and elections of officers.

12. DISSOLUTION

- (a) If the Management committee resolves to dissolve the Centre, the members of the Management Committee trustees shall be responsible for winding up the affairs of the Centre in accordance with this clause.
- (b) The Management Committee must collect in all the assets of the Centre and must pay or make provisions for all the liabilities of the Centre
- (c) The Management Committee must apply any remaining property or money:
 - (i) directly for the object of the Centre
 - (ii) by transfer to any charity or charities for purposes the same as or similar to the Centre; and or
 - (iii) in such other manner as the Charity Commissioners for England and Wales (“Charity Commission”) may approve in writing in advance.
- (d) In no circumstances shall the assets of the Centre be paid to or distributed among the members of the Centre (except to a member that is itself a charity).
- (e) The Management Committee must notify the charity Commission promptly that the Centre has been dissolved.

13. ALTERATIONS

This Constitution may only be amended at an Annual General Meeting or Special General Meeting by a resolution passed by a two-thirds majority of those full members who are present and eligible to vote, provided that:

- (i) the proposer and seconder are full members of the Centre.
- (ii) the proposed amendment is received by the Secretary at least 6 weeks prior to the meeting date.
- (iii) that not less than twenty-one days notice in writing of the meeting and of the alteration or alterations proposed shall have been given to every full member of the Centre.
- (iv) No alteration shall be made to clauses 2(a):(objects), 11 (dissolution) or this clause without the prior approval in writing of the Charity Commission and no alteration shall be made which would cause the Centre to cease to be a charity in law.