

# Constitution of The Friends of St Benedict's Church, Paddlesworth

## OBJECTIVES

The " THE FRIENDS OF ST BENEDICT'S CHURCH, PADDLESWORTH " exists to support The Churches Conservation Trust in its care, maintenance and management of the church and to seek to educate the public in the history and heritage of that church.

## DEFINITIONS

"the Association" means THE FRIENDS OF ST BENEDICT'S CHURCH, PADDLESWORTH.

"the Trust" means The Churches Conservation Trust.

"the building" means the Church of St Benedict's Church, Paddlesworth.

"the Incumbent" means the Incumbent of the benefice in which the building is situated.

## MEMBERSHIP

1. Membership shall be open to:
  - a. Any person over the age of 18 interested in furthering the objectives of the Association, and who has paid any annual subscription laid down from time to time by the Executive Committee of the Association;
  - b. Any corporate or unincorporated association interested in furthering the objectives of the Association, and which has paid an annual subscription laid down from time to time by the Executive Committee of the Association;
  - c. The Association may choose to arrange for Junior Membership below the age of 18 as a particular category, or categories;
2. The Trust shall be a corporate member of the Friends but shall not be required to pay an annual subscription;
3. Every member shall have one vote at any meeting of the Association;
4. An Honorary President can be appointed; the duties shall be purely ceremonial.

## SUBSCRIPTIONS and ACCOUNTS

1. The annual subscription shall be recommended by the Committee and decided at a General Meeting. Subscriptions shall be uniform, but there may be separate and different subscriptions for individual membership, annual membership, and corporate membership.

2. The financial year of the Association shall run from the 1st of January to 31st December, after which the Treasurer shall prepare a statement which shall be audited for the Trust and presented to the Annual General Meeting.
3. A copy of the accounts along with the minutes shall be forwarded to the Trust after each Annual General Meeting.
4. The Treasurer shall ensure that a Bank Account is held in the name of the Association, and made accessible by the signatures of himself and the Chair. He should submit a statement of report regularly to the Committee.
5. All sums received by the Association, including donations, contributions and bequests made to it, shall be paid into the said account and shall be applied in furthering the Association's objectives or in making money donations from time to time to the Trust.
6. In the event of the winding up of the Association, the residue of funds in the said account after expenses, shall be paid to the Trust. Such funds will be used for the care of the church of St Benedict and contents.

## COMMITTEE

1. At each Annual General Meeting of the Association, members shall elect the following from those members defined above: Chair, Secretary, and Treasurer, and at least 3 ordinary members who shall [with the others mentioned below] form the Committee and hold office for the ensuing year.
2. The Trust's Local Community Officer shall be an ex-officio member of the Committee and be entitled to attend all meetings.
3. The Committee is empowered at its discretion to co-opt other members of the Association for any period that does not run beyond the next Annual General Meeting.
4. The Committee will nominate one of its number to act as the local Booking Clerk for events, and to be responsible to the Trust for such bookings.
5. Written nominations for office to the Committee shall be received by the Secretary not less than 21 days before the Annual General Meeting. The consent of the nominee must first be obtained before the nomination is submitted. If, however, insufficient nominations are received 21 days before the Annual General Meeting they may, at the Chair's discretion, be made within 24 hours of the meeting. If there are still insufficient nominations, nominations may, at the Chair's discretion, be made at the meeting.

## GENERAL MEETINGS

1. The Annual General Meeting shall be held within three months of the end of the financial year. Motions for discussion shall be submitted in writing to the Secretary with the names of the proposer and seconder at least 21 days prior to the Annual General Meeting.
2. Extraordinary General Meetings shall be called by the Chair at his/ her discretion, at the request of any three members, or at the request of the Trust.

## QUORUM

There shall be a quorum at any General or Committee meeting when at least one-third of the number of Members entitled to be present are present.

## VOTING

Voting at all meetings shall be by a show of hands, each member having one vote. A simple majority of those present and voting being sufficient to carry a motion except in the case of an alteration to the Constitution. In the event of a tied vote, the Chair shall use his/her casting vote

## ALTERATIONS TO THE CONSTITUTION

1. No amendments to the Constitution may be made which would have the effect of changing the objects of the Association or the Association's relationship with the Trust.
2. Subject to 1 above, the Constitution may be altered by resolution passed by not less than two-thirds of the members present and voting at a General Meeting. The notice calling the General Meeting, at which the alteration is to be considered, must include notice of the resolution setting out the terms of the alteration proposed, which shall have been approved by the Trust.

## RESPONSIBILITIES OF THE COMMITTEE

1. Ensure that the church is in a clean and tidy condition, and accessible to visitors at all times.
2. Report any defects or problems to the local Community Officer of the Trust.
3. Encourage the use of the church for community activities by taking bookings and ensuring the appropriate action.
4. Encourage the use of the church by making contact with local tourist boards, cultural and charitable organisations, and encourage visitors to the church.
5. Make contact with local schools and encourage their use of the church for educational visits.
6. Open the church to visitors as requested by the Trust.
7. Assist with the preparation of the church for occasional services.
8. Ensure that all Trust literature is prominently displayed.
9. Encourage events to raise funds on behalf of the Trust.
10. Assist the Trust in applying for grant aid for specific projects and identifying local and national partnerships.

## CONDITIONS REQUIRED BY THE TRUST

1. By law, all Services require the permission of the Incumbent, the Bishop, and the Trust.
2. All other events must have the Trust's agreement, to be sought in advance. Events shall be in accordance with the Trust's rules pertaining at the time.

3. All funds received from the Association by the Trust shall be used for the care and maintenance of St. Benedict's church and its contents.
4. All repairs or other work proposed by the Association shall be subject to the following conditions:
  - a. Any modification of equipment or fittings must have the permission of the Trust, which will consult its appointed architect and, if appropriate, its Trustees at one of the Trust's regular meetings.
  - b. Any work to the fabric of the building must be agreed by the Trust. Where the Association might be prepared to fund some minor repairs out of local funds, as distinct to an improvement project, these will be handled by a draft specification of the repair being shared with the Trust and then a local repairer commissioned by the Association and paid for out of Association's funds. It will be for the Trust's representative to decide if a proposal be categorised as an improvement project or a repair and both parties then to proceed accordingly and if a project then works must be carried out under the supervision of the Trust's appointed architect. The Trust will arrange for the work to be undertaken. This work must be invoiced to, and paid by the Trust who will then ask for reimbursement from the Association. In this way, a complete record of the building can be kept by the Trust. The Association may be asked to pay for the services of the architect.
  - c. The Trust will carry out such repair, maintenance and other work as it deems necessary to the building and contents, as part of its arranged triennial programme. The Trust will keep the Association informed of the detail of this programme, to the extent that it affects the operation of the church.

## POWERS OF THE ASSOCIATION

1. Power to raise funds and to invite and receive subscriptions and contributions provided that this does not involve any substantial permanent trading activity and shall conform to any relevant requirement in law.
2. Power to co-operate with the Trust and other charities, voluntary bodies and statutory authorities operating in furtherance of the objects of the Association, and to exchange information and advice with them.
3. Power to do such lawful things as are necessary for the achievements of the objectives.
4. Power to invest the Association's monies not immediately required for the objectives in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions [if any] as may for the time being be imposed or required by law.

## EVENTS

All proposed events shall be submitted to the Trust for its prior approval. Approval shall be given bearing in mind the consecrated status of the building.

1. Events organised by the Association. Funds raised by events of this nature shall be deposited in the Association's account. Funds raised on behalf of the Association shall be used to further the aims and objectives specified herein.

2. Other events, excepting Services. Organisers of such events shall be requested to negotiate terms of use of the church with the Association's nominated representative, who will work with the Trust's Regional Development Manager to determine the suitability of the event, the availability of the church, and any financial arrangements. Funds or donations raised on behalf of the Trust and arising from these events shall be sent directly by the event organiser to the Trust via its Regional Development Manager.
3. In occasional circumstances it may be necessary to consult with the Incumbent for clarification about a particular matter.

## DISSOLUTION OF THE ASSOCIATION

If the Committee decides that it is necessary or advisable to dissolve the Association, a meeting of all members shall be called [with the prior agreement of the Trust], of which no less than 21 days' notice [stating the terms of the resolution to be proposed] shall be given. If the proposal is confirmed by a two-thirds majority of those present and voting, the Committee shall have the power to realise any assets held by and on behalf of the Association. Any assets remaining after the satisfaction of any proper debts and liabilities shall be given or transferred to the Trust [together with a copy of the statement of accounts duly audited] to be applied in the preservation of the building and its contents.