

# SNEH SANGAM DAY CENTRE 50 PLUS

## CONSTITUTION

### 1) **NAME**

*The Name of the organisation shall be Sneh Sangam Day Centre 50 PLUS, referred to as SSDC50+ hereinafter. The official address shall be of the elected Executive Committee Member as agreed by the Executive Committee from time to time.*

### 2) **AIMS & OBJECTIVES**

“ To further such purposes as are charitable under the laws of England and Wales as the Executive Committee see fit for the benefit of Gujarati Hindu Community in Birmingham aged 50 (fifty) years and over in particular but not exclusively by:

- (a) Promoting and furthering social, religious, cultural and educational activities and practices and to disseminate information as to its principles and precepts for their benefit ;
- (b) Promoting equality and diversity in particular by promoting goodwill, harmony and brotherhood among the members and other fellow societies and associations established for the public's benefit ;
- (c) Advancing, protecting and safeguarding the interests and general welfare of the members with the aim of improving their conditions of life.”

### 3) **MEMBERSHIP**

Any individual 'Hindu Gujarati' of age 50 (fifty) years or over may submit a written application to the Executive Committee to be accepted as a member and on acceptance paying the appropriate membership fee, as set by SSDC50 +. Any individual Hindu Gujarati aged 50 years or over who is a fully paid up member may elect for their spouse or partner (irrespective of age) to become a member of the SSDC50+ and on acceptance paying the set membership fee. The Executive Committee's decision on any membership application shall be classed as final.

(a) Membership is not transferable.

(b) Non Hindu Gujarati individuals who are not born as 'Hindu Gujarati' can be given 'Honorary Membership provided their partner is already a fully paid member in their own right'. The Individual should make their application in writing to the Executive Committee, whose decision shall be final.

### 4) **SUBSCRIPTION**

- (a) The annual membership fee will be discussed and agreed by the Executive Committee and the Trustees in committee meetings on an annual basis.
- (b) Any changes to the membership fees shall be based on the annual running costs of the Charity, and shall be notified to all members in advance of the Annual General Meeting ("AGM"), and voted on thereon at the AGM and if agreed will come into effect from 1 January of the following year. In exceptional circumstances, the Executive Committee

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reserves the right to amend fees at an earlier date subject to giving notice to members and gaining their agreement at a suitable event of the SSDC50+.

- (c) Membership subscription is valid for one year from 1<sup>st</sup> January to 31<sup>st</sup> December and failure to renew any subscription by the date set by the Executive Committee will result in automatic termination of that membership.
- (d) Membership subscriptions once paid are non-refundable during the current membership year.

## **5) MEMBERS' RIGHTS AND PRIVILEGES**

Every paid member, subject to provisions herein, and byelaws in force, and to any decision by the Executive committee, will be entitled to:

- (a) Attend all Annual General Meetings ("AGM")
- (b) Be eligible for election to the Executive Committee
- (c) To have a right to vote at the AGM and Election of the Executive Committee members.
- (d) To attend all functions organised by the SSDC50+.
- (e) All correspondence must be addressed to the Secretary.
- (f) Member's rights and privileges remain as read in the constitution and to add as follows.
- (g) Honorary Members will be eligible to attend all functions held by the SSDC50+.
- (h) Honorary Members shall not be eligible for election to the Executive Committee.
- (i) Honorary Members shall have no right to vote at the AGM or for the election of Executive Committee members.
- (j) Honorary Members' fees will be set in the same manner as for ordinary members.
- (k) All members shall be bound by SSDC50+ policies as set from time to time. These currently cover matters such as Grievance & Disciplinary, Equal Opportunities, Health & Safety, Vulnerable Adults and Day Centre Operations.

## **6) TERMINATION OF MEMBERSHIP**

The Executive Committee may, by resolution passed at an Executive Committee meeting, suspend or terminate the membership of any member when their activities prove detrimental to the interest of the SSDC50+, provided that the due process in the Grievance & Disciplinary Policy has been followed. The conclusion of this process is the member's right of appeal to a panel made up of the President, Vice President and the Trustees. Such matters shall be

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brought to the notice of the next AGM. Any member whose membership is terminated under this circumstance shall not be allowed to subsequently reapply for membership and shall not be able to participate in any SSDC50+ events or activities as a guest.

Any member who wishes to terminate their membership during a current period of membership must do so by advising the Executive Committee in writing.

## **7) MANAGEMENT**

- (a) The duties and powers of the Executive Committee may be prescribed by the members of SSDC50+. Unless so prescribed or raised, the management of the SSDC50+ will rest with the Executive Committee consisting of members elected by majority votes at an AGM. The Executive Committee shall consist of the following Executive positions: President, Vice President, Secretary, Assistant Secretary, Treasurer and Assistant Treasurer and not more than ten additional committee members to be elected at an AGM. If deemed necessary, the Executive Committee can co-opt up to two members onto the Executive Committee as “co-opted members”.
- (b) The Executive Committee may appoint Sub-Committees as necessary; these are to be chaired by a member of the Executive Committee to carry out specific activities.
- (c) A minimum of 40% of the Executive Committee present at any meeting shall constitute a quorum.
- (d) Election of the Executive Committee will be held every two (2) years.

## **8) POWERS AND DUTIES OF THE EXECUTIVE COMMITTEE**

The following shall be the respective responsibilities of the Executive Committee who shall be appointed by the SSDC50+ membership.

- (a) **PRESIDENT:** The President shall be the representative of the SSDC50+ wherever called for he/she shall preside over all SSDC50+ meetings. He/she shall have a casting vote and his/her decision about interpretation of regulations and procedures shall be considered binding and final for the purpose of conducting SSDC50+ activities. He/she must work for aims and objectives of the SSDC50+. In the event of the resignation or death of any member holding one of the Executive Positions, the President will fill such a post from the existing Executive Committee Members. Such appointments will be valid until the next election of the SSDC50+ Executive Committee. If the post cannot be filled from within the Executive Committee, an election for that post is to be held at the next AGM.
- (b) **VICE PRESIDENT:** In the absence of the President, the Vice President shall act as President and shall be entitled to exercise all rights of the President. In the case of a long term absence of the President, the Executive Committee may appoint the Vice President as President. In the absence of both the President and the Vice President at a meeting of the Executive Committee, the committee will elect a Chair to conduct the

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meeting. This Chair will carry out all the functions of the President and will be entitled to the powers of the President for the purpose of the meeting.

- (c) **SECRETARY:** The main responsibility of directing the SSDC50+'s activities shall rest with the Secretary. The Secretary may, with the consent of the President or Vice President or the rest of the Members of the Executive Committee call any meeting when necessary. The Secretary shall keep minutes and record all decisions taken in meetings of which these records are to be kept for a minimum of three consecutive years. He/She will conduct the necessary correspondence and will be responsible for all matters except those specifically delegated to a sub-committee or individuals by the Executive Committee.
- (d) **ASSISTANT SECRETARY:** The Assistant Secretary shall assist the Secretary in matters delegated to him/her, and shall in the absence of the Secretary, conduct and keep minutes of the meeting on behalf of the Secretary.
- (e) **TREASURER:** The Treasurer shall be responsible for all financial matters of the SSDC50+ and shall present to the Executive Committee and at the AGM his/her report and accounts regarding the financial state of the SSDC50+. The Treasurer shall hold a cash float not exceeding £100 (one hundred pounds) for petty expenses which are approved by the Executive Committee.
- (f) **ASSISTANT TREASURER:** The Assistant Treasurer shall assist the Treasurer in matters delegated to him/her and shall, in the absence of the Treasurer take over all his duties.
- (g) The members of the Executive Committee shall be indemnified against all actions, liabilities and responsibilities arising from the due execution of their duties and responsibilities carried out in accordance with the provisions of the Constitution.

## **9) BANK ACCOUNT**

Any Bank Account or Building Society Account of the SSDC50+ shall be operated jointly by any two of the following four:

- (a) The Treasurer
- (b) The Assistant Secretary
- (c) The Assistant Treasurer
- (d) One of the Trustees as agreed from time to time.

## **10) FINANCIAL YEAR**

The financial year of the SSDC50+ will be from 1<sup>st</sup> January to 31<sup>st</sup> December every calendar year.

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## **11) AUDITOR**

The General Meeting will appoint Auditors to check and inspect the accounts of the SSDC50+. Such auditors shall not be members of the Executive Committee.

## **12) MEETINGS**

- (a) The AGM of the SSDC50+ must be held within Thirteen weeks after the Financial Year End. The Secretary for such a meeting shall give at least 15 clear days' notice. The quorum of the meeting shall be 30% of the voting members.
- (b) In the event of the quorum not being satisfied within 45 minutes after the appointed time, the meeting must be adjourned. This meeting should be set to a date at least two weeks later at an available place fixed by then present members.
- (c) Business to be dealt with at the AGM, must include the following items:
  - (i) Annual Report
  - (ii) Financial Report
  - (iii) Election of Executive Committee – if applicable
  - (iv) Amendments to the constitution – if applicable
- (d) Procedure to conduct AGM:
  - (i) Quorum of the day - The procedure must follow as described in 12(a) and 12(b).
  - (ii) Standing Orders - General accepted practice should be followed under the rules of SSDC50+
  - (iii) Speaking time limit allowed to speakers from members will be decided by Executive Committee
- (e) Procedure to conduct Ordinary Meetings: -

The Executive Committee or a quorum of 30% of voting members will arrange ordinary Meetings as and when required. The Executive Committee will decide the activity of such meetings.
- (f) An Extraordinary General Meeting ("EGM") can be called at the discretion of the Executive Committee or on receipt of a requisition signed by 30% of voting members of the SSDC50+ stating the reason for such a need. The Secretary will convene such a meeting giving at least 15 clear days' notice.
- (g) Motions concerning no confidence in the Executive Committee or any member thereof must be signed by at least 30% of voting members and submitted to the Secretary in writing, at least 30 clear days before calling an EGM.
- (h) A meeting of the Executive Committee will be convened by the Secretary at least once every three months.
- (i) Any member of the Executive Committee who does not attend Executive Committee meetings, for two or more successive occasions without informing the Secretary, may be deemed unable to serve on the Committee. The Executive Committee can fill such a

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vacancy by appointing any fully paid member with voting rights and this to be approved by fully paid voting members at the next AGM or function of SSDC50+.

## **13) AMENDMENTS TO THE CONSTITUTION**

The Executive Committee and/or Trustees may make proposals, or proposals can be made by paid voting members, for the amendment of the Constitution. Any proposed changes must have the approval of the Trustees before being presented to the members. The changes shall become effective only if approved by 67% of the total membership present at an AGM or EGM. The notice of such amendments must be served to all paid members prior to such a meeting.

## **14) SSDC 50+ FUNDS**

- (a) The SSDC50+ shall have power to obtain, collect and receive money and funds by means of contributions, donations, subscriptions, deeds or covenant, legacies, grants or by any other lawful methods. SSDC50+ may also accept and receive gifts of property of any description.
- (b) SSDC50+ funds shall be maintained by the Treasurer at any reputable bank, building society or other regulated financial institution approved by the Executive Committee.
- (c) The income and property of the SSDC50+ whenever derived must be applied solely toward the promotion of the objects of the SSDC50+ set forth in clause (2). No portion must be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to any member of the SSDC50+ and any Executive Committee Member. This is providing that nothing in here shall prevent the payment in good faith of reasonable and proper remuneration to any Executive Committee Member or paid member of the SSDC50+ or the payment out of pocket expenses.

## **15) SSDC50+ PROPERTY AND TRUSTEES**

- (a) There shall be three (3) Trustees, or an odd number in excess of three who shall be elected at an AGM from members, in whom the property of the SSDC50+ shall be vested. The Trustees may deal with freehold and leasehold property by way of sale, mortgage, charge, lease or otherwise at the discretion of the SSDC50+. Such discretion shall be given by a resolution of the members of the SSDC50+ passed by a majority of the members present at a duly convened AGM or EGM. When so passed this shall be in favour of a subsequent purchaser, mortgage, charg , lessee, or grantee and shall be binding upon the SSDC50+. A Certificate purporting to be signed by the Secretary, President and the Treasurer for the time being of the organisation shall be in favour of the purchaser, mortgage, charg , lessee or grantee is conclusive evidence that a direction complying in all respects with the above provisions of this rule was duly given to the Trustees. The Trustees shall be indemnified against risk and expense out of property belonging to SSDC50+.
- (b) Each of the Trustees shall continue in office for a period of three years whereupon he/she shall retire and may be re-appointed.

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- (c) The office of Trustee shall be vacated by cessation of membership, resignation, death or by majority votes removing the Trustee at any AGM or EGM. Also, if, for any reason a Trustee is unable to fulfil his/her duties for a period in excess of twelve months, it shall be the responsibility of the remaining Trustees to appoint a replacement to the vacant post. Such appointment will be valid until the next election of the SSDC50+ Trustees.
- (d) The Trustees shall have no power to deal with any freehold or leasehold properties in any way whatsoever save as provided in 15(a).
- (e) Any title deeds or documents of title relating to any freehold or leasehold properties owned by the SSDC50+ should if it or they are free of charge or lien be deposited at a bank appointed by the Executive Committee.
- (f) The Trustees shall take and defend proceedings in the name of the SSDC50+ in relation to the title of any freehold or leasehold properties and any charges or other matters affecting the title. The President and the Secretary shall take and defend proceedings in the name of the SSDC50+ other than those herein before specified.
- (g) In the event of dissolution of the Executive Committee, the Trustees will take over complete management of SSDC50+ and will arrange for an Extraordinary General Meeting, to elect an Executive Committee.

## 16) **DISSOLUTION**

In the event of the need to dissolve the SSDC50+ for whatever reason, the Trustees shall give all voting members at least 21 days clear notice in writing of the date of an EGM to discuss the resolution to dissolve the SSDC50+. The resolution must be supported by at least 80% of voting members present at the meeting to be passed. Any property that remains after satisfaction of all debts and liabilities may be disposed of in accordance with directions given by such resolution. Any such property should only be given or transferred to any other registered charitable organisations having similar aims and objectives to the SSDC50+.

## 17) **INTERPRETATION**

***The approved English version of the Constitution will be taken as document for all future interpretations and decisions arising out of any matter during the existence of the SSDC50+.***

Above approved by current voting members of SSDC50+ on 21<sup>st</sup> March 2015. Certified by Elected Executive Committee Members, Trustees and paid members of 'SNEH SANGAM DAY CENTRE '50' PLUS.

**President /Vice President-----**

**Secretary/ Assistant Secretary -----**

**Treasurer/Assistant Treasurer -----**

Constitution 21 March 2015

# **SNEH SANGAM DAY CENTRE 50 PLUS**

**Trustee (1)** -----

**Trustee (2)** -----

**Trustee (3)** -----

**Date**-----

**BIRMINGHAM.**