

## **Constitution of N7 Community Choir**

Adopted on

### **1. Name**

The name of the society shall be N7 Community Choir (the **Choir**).

### **2. Objects**

The objects of the Choir shall be:

- 1) to promote, improve and advance public education and participation in, and the appreciation of the art and science of music in all its aspects within the community by the presentation of as wide a range of music as possible, including specifically written works, in public concerts and recitals and in such other ways as the Choir shall determine from time to time; and
- 2) to advance other such charitable purposes as the trustees in their absolute discretion shall think fit, in particular by making of grants and donations.

### **3. Membership**

- 1) Membership of the Choir shall be open to any person interested in furthering the objects of the Choir, and who has:
  - a) paid the annual subscription at the appropriate rate or rates as shall be determined by the Committee, all subscriptions being payable in advance; and
  - b) participated in the life of the Choir, meeting such criteria as shall be determined by the Committee.
- 2) Every Member shall have one vote.

- 3) The Committee has the power to terminate the membership of any individual, provided that the decision of the Committee (which shall exclude (i) the individual concerned if a member of the Committee and (ii) any member of the Committee making or connected with the complaint against the individual) is unanimous both as to the termination and as to there being good reason for it, and provided that the individual concerned shall have the right to be heard by the Committee, accompanied by a friend if desired, before a final decision is made.

#### **4. Officers and Committee**

- 1) The management of the Choir shall be in the hands of a committee (the **Committee**).
- 2) The Committee shall consist of:
  - a) Chair, Treasurer and Secretary (the **Officers**);
  - b) not more than 2 other members (the **Other Committee Members**); and
  - c) not more than 4 co-opted members (the **Co-opted Members**).
- 3) All members of the Committee shall be Members of the Choir.
- 4) The Officers and the Other Committee Members shall be elected by the Choir's Members at the AGM.
- 5) The Officers and the Other Committee Members shall stand down at the AGM two years after their election by the Members and shall be eligible for re-election, save that at the first AGM after the adoption of this Constitution, half of the total number of the Officers and Other Committee Members shall stand down and shall be eligible for re-election. In the event that this provision shall apply to an odd number of people, the greater number shall stand down.
- 6) The Parochial Church Council of St Luke's, West Holloway (the **PCC**) shall within 1 month of the Choir's AGM consider the identities of the Officers and Other Committee Members elected under clause 4(4) and if not satisfied that those people shall protect and promote the relationship between the Choir and the PCC, the PCC may nominate up to two people (the **Nominees**) to act as Co-opted Members.

- 7) Subject to clause 4(8), the Committee shall appoint the Nominees as Co-opted Members.
- 8) The Committee may ask the PCC to reconsider one or both nominations, giving reasons why the Nominee is unsuitable to be a Co-opted Member. The Committee may ask the PCC to reconsider the nomination once only. The PCC shall consider the reasons given by the Committee and shall nominate an alternative person to act as a Co-opted Member.
- 9) Subject to clauses 4(2) and 4(6), the Committee may appoint such further Co-opted Members as the Committee may wish.
- 10) All Co-opted members shall be members of the Committee for one year only but shall be eligible to be re-appointed or re-nominated.
- 11) The Committee are the charity trustees.

## **5. Retirement of Committee members**

- 1) Any member of the Committee may retire from their post upon provision of one month's written notice.
- 2) If an Officer retires pursuant to clause 5(1), and the total membership of the Committee does not fall below the minimum number, the Committee shall either:
  - a) elect a new Officer from among the Other Committee Members; or
  - b) hold a Special General Meeting to elect a new Officer.
- 3) If any resignation under clause 5(1) results in the total membership of the Committee falling below the minimum number, the Committee shall hold a Special General Meeting to elect a new member of the Committee.

## **6. Management**

All the arrangements for the concerts and other events and the control of finance shall be in the hands of the Committee.

## **7. Powers**

In furtherance of the objects but not otherwise the Committee may exercise the following powers:

- 1) power to raise funds and to invite contributions provided that in raising funds the Committee shall not undertake any substantial permanent trading activities and shall conform to any relevant requirements of the law;
  
- 2) power to buy, take on lease or in exchange any property necessary for the achievement of the objects and to maintain and equip it for use;
  
- 3) power subject to any consents required by law to borrow money and to charge all or part of the property of the Choir with repayment of the money so borrowed;
  
- 4) power to employ such staff as are necessary for the proper pursuit of the objects and to make all reasonable and necessary provision for the payment of pensions and super-annuation for staff and their dependents;
  
- 5) power to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the objects or of similar charitable purposes and to exchange information and advice with them;
  
- 6) power to establish or support any charitable trusts, associations or institutions formed for all or any of the objects;
  
- 7) power to appoint and constitute such advisory committees as the Committee may think fit;
  
- 8) power to do all such other lawful things as are necessary for the achievement of the objects.

## **8. Meetings and Proceedings of the Committee**

- 1) The Committee shall hold at least two ordinary meetings each year. A special meeting may be called at any time by the Chair, or by any two members of the Committee, upon not less than 4 days' notice being given to the other members of the Committee of the matters to be discussed but if the matter includes the appointment of a co-opted member then not less than 21 days' notice must be given.
- 2) The Chair shall act as Chair at meetings of the Committee. If the Chair is absent from any meeting, the members of the Committee present shall choose one of their number to be Chair before any other business is transacted.
- 3) There shall be a quorum when at least one third of the number of members of the Committee for the time-being, or three members of the Committee (whichever is the greater), are present at a meeting.
- 4) Every matter shall be determined by a majority of votes of the members of the Committee present and voting on the question, but in the case of equality of votes, the Chair of the meeting shall have a second or 'casting' vote.
- 5) The Committee shall keep minutes of the proceedings at meetings of the Committee and any sub-committee, and shall ensure that these are stored safely, and that they are available for inspection as required.
- 6) The Committee may from time to time make and alter rules for the conduct of their business, the summoning and conduct of their meetings, and the custody of documents. No rule may be made which is inconsistent with this constitution.
- 7) The Committee may appoint one or more sub-committees, consisting of three or more members of the Committee, for the purpose of making any enquiry or supervising or performing any function or duty which, in the opinion of the Committee, would be more conveniently undertaken or carried out by a sub-committee: provided that all acts and proceedings of any such sub-committee shall be fully and promptly reported to the Committee.

## **9. Equal Opportunities**

No individual shall be excluded from membership of the Choir or de-barred from any official capacity on the Committee on the grounds of sex, race, colour, age, religion, sexual orientation, disability or political affiliation.

## **10. Finance**

- 1) The financial year shall end on 31 December.
  
- 2) A banking account shall be opened in the name of the Choir and cheques shall be signed by any two of the Officers.
  
- 3) The Choir shall receive donations, grants in aid and financial guarantees. Tickets for any or all of its concerts and other events shall be offered for sale to the public.
  
- 4) The income and property of the Choir shall be applied solely towards the promotion of the objects.
  - a) A charity trustee is entitled to be reimbursed from the property of the Choir or may pay out of such property reasonable expenses incurred by him or her when acting on behalf of the Choir.
  - b) A charity trustee may benefit from trustee indemnity insurance cover purchased at the Choir's expense in accordance with, and subject to the conditions in, section 73F of the Charities Act 1993.
  
- 5) None of the income or property of the Choir may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Choir. This does not prevent a member who is not also a trustee from receiving:
  - a) a benefit from the Choir in the capacity of a beneficiary of the charity;
  - b) reasonable and proper remuneration for any goods or services supplied to the Choir.

## 11. Benefits and payments to trustees and connected persons

### 1) General provisions

No charity trustee or connected person may:

- a) buy or receive any goods or services from the Choir on terms preferential to those applicable to members of the public;
- b) sell goods, services or any interest in land to the Choir;
- c) be employed by or receive any remuneration from the Choir;
- d) receive any other financial benefit from the Choir;

unless the payment is permitted by sub-clause (2) of this clause, or authorised by the court or the Charity Commission (the **Commission**).

In this clause a **Financial Benefit** means a benefit, direct or indirect, which is either money or has a monetary value.

### 2) Scope and powers permitting trustee's or connected persons' benefits

- a) A charity trustee or connected person may receive a benefit from the Choir in the capacity of a beneficiary of the charity provided that a majority of the trustees do not benefit in this way.
- b) A charity trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Choir where that is permitted in accordance with, and subject to the conditions in section 73A to 73C of the Charities Act 1993.
- c) Subject to sub-clause (3) of this clause a charity trustee or connected person may provide the Choir with goods that are not supplied in connection with services provided to the Choir by the charity trustee or connected person.
- d) A charity trustee or connected person may receive interest on money lent to the Choir at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- e) A charity trustee or connected person may receive rent for premises let by the trustee or connected person to the Choir. The amount of rent and the other terms of the lease must be reasonable and proper. The charity trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.

- f) A charity trustee or connected person may take part in the normal trading and fundraising activities of the Choir on the same terms as members of the public.

3) Payment for supply of goods only – controls

The Choir and its charity trustees may only rely upon the authority provided by sub-clause (2)(c) of this clause if each of the following conditions is satisfied:

- a) The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the Choir and the charity trustee or connected person supplying the goods (the **supplier**) under which the Supplier is to supply the goods in question to or on behalf of the Choir.
- b) The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
- c) The other charity trustees are satisfied that it is in the best interests of the Choir to contract with the supplier rather than with someone who is not a charity trustee or connected person. In reaching that decision the charity trustees must balance the advantage of contracting with a charity trustee or connected person against the disadvantages of doing so.
- d) The Supplier is absent from any part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the Choir.
- e) The Supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of charity trustees is present at the meeting.
- f) The reason for their decision is recorded by the charity trustees in the minute book.
- g) A majority of the charity trustees then in office are not in receipt of remuneration or payments authorised by this clause 11.

4) In sub-clauses (2) and (3) of this clause:

- a) the Choir includes any company in which the Choir:
  - i) holds more than 50% of the shares; or
  - ii) controls more than 50% of the voting rights attached to the shares; or
  - iii) has the right to appoint one or more trustees to the board of the company.
- b) connected person means:
  - i) a child, parent, grandchild, grandparent, brother or sister of the trustee;
  - ii) the spouse or civil partner of the trustee or any person falling within sub-clause (b) (i) above;
  - iii) any person carrying on business in partnership with the trustee or with any person falling within sub-clauses (i) or (ii) above;

- iv) an institution which is controlled:
  - (1) by any trustee or any connected person falling within sub-clauses (b) (i), (ii) or (iii) above; or
  - (2) by two or more persons falling within sub-clause (b) (v)(1) when taken together;
- v) a body corporate in which:
  - (1) the charity trustee or any connected person falling within sub-clauses (b) (i), (ii) or (iii) has a substantial interest; or
  - (2) two or more persons falling within sub-clause (b) (v)(1) who, when taken together, have a substantial interest.
- vi) paragraphs 2 to 4 of Schedule 5 of the Charities Act 1993 apply for the purposes of interpreting the terms used in this clause.

## **12. Annual General Meeting**

- 1) Within six months of the end of each financial year the Members shall be summoned to an Annual General Meeting (**AGM**) of which at least 21 days' notice in writing shall be given to all members and the PCC.
- 2) The Committee shall present to each AGM the report and accounts of the Choir for the preceding year.
- 3) Nominations for election to the Committee must be made by members of the Choir in writing and must be in the hands of the secretary of the Committee at least 14 days before the AGM. Should nominations exceed vacancies, an election shall be held.

## **13. Special (Extraordinary) General Meeting**

A Special General Meeting (also known as an Extraordinary General Meeting), of which at least 21 days' notice in writing must be given to Members, may be called for by the Committee or upon written request to the Secretary signed by at least 10% of Members of the Choir. The notice must state the business to be discussed.

## **14. Procedure at General Meetings**

- 1) The Secretary or other person specially appointed by the Committee shall keep a full record of proceedings at every general meeting of the Choir.

- 2) There shall be a quorum when at least 10% of the Members of the Choir at the time or 5 Members, whichever is the greater, are present at any general meeting.

## **15. Accounts**

The financial accounts shall be audited or examined to the extent required by legislation or, if there is no such requirement, scrutinised by a person who is independent of the Committee and then submitted to the Members at the Annual General Meeting.

## **16. Alterations to the Constitution**

- 1) The constitution may be altered by a two-thirds majority of the Members present and voting at any General Meeting, provided that fourteen days' notice of the proposed alteration has been sent to all Members and provided that nothing herein contained shall authorise any amendment which shall have the effect of the Choir ceasing to be a charity.
- 2) No amendment may be made to clause 1 (the name of the charity), clause 2 (the objects), clause 10(4) (distribution of assets), or clause 17 (dissolution), without the prior written consent of the Charity Commission.
- 3) The Committee shall send the Charity Commission a copy of any amendment made under this clause.

## **17. Dissolution**

In the event of the Choir being wound up, any assets remaining upon dissolution after the payment of proper debts and liabilities shall be transferred to a charitable institution or institutions having similar objects to those of the Choir.