CONSTITUTION OF THE WORKING TOGETHER PARTNERSHIP

adopted on the 10th day of January 2013

1. NAME

The name of the charity shall be the BUTTS FARM.WORKING TOGETHER GROUP (hereinafter called "the Association").

2. OBJECTS

The objects of the Association are to:

a) To further or benefit the residents of the Butts Farm estate and surrounding neighbourhoods of Hanworth; without distinction of sex, sexual orientation, race or of political, religious or other opinions. Bringing together the residents, voluntary & other organisations, and the local authority, in a common effort to advance skills, training & education, relieve poverty, improve health and promoting activities to foster understanding between people from diverse backgrounds.

b) to establish, or to secure the establishment, of a Community Centre (hereinafter called "the Centre") and to maintain and manage the same (whether alone or in co-operation with any statutory authority or other person or body) in furtherance of the above objects;

c) To promote social inclusion for residents by preventing people from becoming socially excluded, relieving the needs of those people who may already be excluded and assisting them to integrate into society.

d) To develop the capacity and skills of residents, in particular the socially and economically disadvantaged residents, of Butts Farm in such a way that they are better able to identify, and help address, their needs and to participate more fully in society.

e) To further the economic and environmental wellbeing of the area

The Association shall be non-party in politics and non-sectarian in religion. The area of benefit shall be the Butts Farm estate and the neighbourhood together defined by being within the roads of A312, A316, A314 and the borough boundary through Crane Park

For any activities pursuant to the Localism Act 2011 this area shall be known as the.'Butts Farm Neighbourhood Area;

3. POWERS

In furtherance of the said objects, but not otherwise, the Association shall have power to:

(a) co-operate with other voluntary organisations, statutory authorities and individuals;

(b) establish or support a consultative local forum of representatives of community groups, voluntary organisations; statutory authorities and individuals involved in community work;(The **Community Forum)**

(c) seek designation as a **Neighbourhood Forum** pursuant to the Localisn Act 2011, with additional powers and provisions as set out in (8d) below

(d) promote and develop or to assist in the promotion and development of community organisations and community social enterprises in the area of benefit;

(e) acquire and distribute funds and to assist in the provision of grants to community organisations in the area of benefit;

(f) arrange and provide for, either alone or with others, the holding of exhibitions, meetings, lectures, classes, seminars or training courses, and all forms of recreational and other leisure-time activities;

(g) collect and disseminate information on all matters relating to its objects, and to exchange such information with other bodies having similar objects whether in the United Kingdom or elsewhere;

(h) write, print or publish, in whatever form, such papers, books, periodicals, pamphlets or other documents, including films and recorded material, as shall further its objects, and to issue or circulate the same whether for payment or otherwise;

(i) purchase, take on lease or in exchange, hire or otherwise lawfully acquire such property or other rights and privileges as may be necessary for the promotion of its objects, and to construct, maintain or alter the same, SUBJECT TO the provisions of Clause 17 hereof;

(j) make regulations for the proper supervision, control and management of any property which may be so acquired;

(k) sell, let, dispose of or turn to account all or any of its property or assets SUBJECT TO such consents as may be required by law;

(l) raise funds and invite or receive donations and contributions, whether by subscription or otherwise, PROVIDED THAT the Association shall not undertake any substantial trading activities except as allowed under current charity law and shall take all reasonable steps to ensure that no trading income is liable to tax;

(m) receive money on deposit or loan or overdraft, in such manner as the Association may think fit, SUBJECT TO such consents or on such conditions as may be required by law;

(n) invest money not immediately required for its objects in or upon such investments, securities or property as the Association may think fit, SUBJECT NEVERTHELESS to such conditions (if any) as may for the time being be imposed by law;

(o) subject to clause 13 hereof, employ such persons as are necessary for the proper pursuit of the objects and make all reasonable and necessary provision for the payment of pensions and superannuation for staff and their dependants;

(p) remunerate any member of the Management Committee for services rendered to the Association PROVIDED THAT:

i) such member shall not be present at or take part in any discussions or decision relating to such remuneration;

ii) any decision to remunerate such member shall be taken unanimously by the other members present and voting at the meeting at which the decision is made;

iii) the other members are satisfied that the level of remuneration is reasonable and proper having regard to the services rendered by such members to the Association;

iv) the other members are satisfied that the services rendered to the Association are of special value to the Association having regard to such member's ability, qualifications, or experience and/or to the level of remuneration for which he/she has agreed to provide them;

v) the number of such members for the time being in receipt of remuneration shall not exceed a minority of members of the Management Committee.

(q) insure and arrange insurance cover and to indemnify its employees and voluntary workers from and against all such risks incurred in the course of the performance of their duties as may be thought fit;

(r) provide indemnity insurance for the members of the Management Committee (or any of them) out of the funds of the Association PROVIDED any such insurance shall not extend to any claim arising from any act or omission which the members of the Management Committee (or any of them) knew to be a breach of duty or breach of trust or which was committed by members of the Management Committee (or any of them) in reckless disregard of whether it was a breach of duty or breach of trust or not;

(s) affiliate to the National Federation of Community Organisations (Community Matters) and to any local federation or other organisations with similar charitable objects;

(t) do all such other lawful things as shall further the charitable objects of the Association.

4. MEMBERSHIP

(a) Membership shall be open, irrespective of sex, sexual orientation, nationality, age, disability and race or of political, religious or other opinions to:

(i) individuals aged eighteen years or over:

(i.i) who live or work within the area of benefit, who shall be known as Individual Members;

(i.ii) who live outside the area of benefit, who shall be known as Associate Members, and who shall have the right to vote at General Meetings of the Association, .

(ii) individuals aged under eighteen years, whether living within or outside the area of benefit, who shall be known as Junior Members and who may be admitted to membership subject to such conditions as the Management Committee may decide. They shall have the power to elect two of their number to represent them, without the right to vote, at meetings of the Management Committee. Any Junior Member may attend General Meetings as observers but shall not have the right to vote.

(iii) associations and organisations, whether corporate or unincorporated, (and including branches of national or international organisations) which operate solely or in part within the area of benefit, are voluntary

or non-profit-distributing, and which wish to support the objects of the Association, which shall be known as Affiliated Groups;

Each affiliated organisation as set out in Clause 4 (a) (iii) above and each Section established in accordance with Clause 6 below shall nominate one individual person being a member thereof to vote on its behalf at General Meetings of the Association; and may nominate an alternate being a member thereof to replace him/her at such meetings if the nominee is unable to attend. In the event of such individual person resigning or leaving the member organisation he or she shall forthwith cease to be the nominee thereof. The member organisation concerned shall have the right to nominate a replacement, informing the Secretary in writing.

(iv) Ward councillors for the Hanworth Ward of the London Borough of Hounslow.

(b) VOTING RIGHTS

individual members admitted under Clause 4(a) (i) and (iv) or those nominated under Clause (a) iii and Clause 6 below shall hereinafter referred to as 'members with power to vote

PROVIDED THAT at any meeting there must be a majority of such members, including nominees and councillors, who live in the neighbourhood area. In particular this provision shall apply to the activities of the organisation as a 'community organisation' pursuant to the Localism Act 2011

In the event of non resident members being in a majority at any particular meeting, their voting rights will be reduced, giving voting preference in the following order

1 Non resident Ward councillors

2 Nominees of affiliated sections

3 Nominees of Affiliated organisations who operate solely or significantly within the area

4 Individuals living outside the area, precedence being given to those working in the area , then to length of membership

5 Other affiliated organisations

(c) The committittee shall keep a register of all its members and their voting status and a record of any subscriptions paid. Only those members recorded in the register 28 days prior to the Annual General Meeting shall have the power to vote.at this meeting,
No waiting period shall apply at meetings of the association as a Community Organisation or Neighbourhood Forum

5. SUBSCRIPTIONS

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

6. SECTIONS (SUB GROUPS)

Groups of individuals, being Individual, Junior or Associate members, may, with the permission of the Management Committee, form themselves into Sections for the furtherance of activities that support the objects of the Association. The following provisions apply to Sections:

(a) the Management Committee shall determine the terms of reference and functions of each such Section and the duration of its activities;

(b) no Section may disregard any instruction of the Management Committee or carry on any activity that may, in the Management Committee's opinion, conflict with the Association's objects, the Standing Orders or any decision made by the Management Committee;

(c) Sections may fundraise for their activities utilising, with the permission of the Management Committee, the charity registration number of the Association but all funds so raised or property acquired with such funds shall belong to the Association and, subject to Clause 6 (d) shall be paid to the Association immediately following receipt;

(d) Sections may hold such funds as shall be agreed from time to time with the Management Committee;

(e) Sections and members thereof shall have no power of management or control over any part of the Association's assets.

7. RESIGNATION AND TERMINATION OF MEMBERSHIP

(a) Any member of the Association may resign his/her membership and any representative of a member organisation or Section may resign such position, by giving to the Secretary of the Association written notice to that effect.

(b) The Management Committee may, by resolution passed at a meeting thereof, terminate or suspend the membership of any member, if in its opinion, his/her conduct is prejudicial to the interests and objects of the Association, PROVIDED THAT the individual member or representative of the member organisation (as the case may be) shall have the right to be heard by the Management Committee before the final decision is made. There shall be a right of appeal to an independent arbitrator appointed by mutual agreement.

(c) A Trustee will be automatically removed as a member if they do not provide apologies for their non attendance at three consecutive meetings.

8. GENERAL MEETINGS OF THE ASSOCIATION

(a) **Annual General Meetings:**

Once in each calendar year an Annual General Meeting of the Association shall be held at such time and place as the Management Committee shall determine, being not more than fifteen months after the adoption of this constitution and thereafter the holding of the preceding Annual General Meeting. The Secretary shall give at least twenty-one clear days notice of the Annual General Meeting shall be given individually to members or posted in a conspicuous place or places in the area of benefit and/or advertised in a newspaper circulating in the area of benefit.

The Chair of the Management Committee shall be the chair of the Annual General Meeting but if he or she is not present, before any business is transacted, the persons present shall appoint a chair of the meeting.

The business of each Annual General Meeting shall be:

(i) to receive the Annual Report of the Management Committee, which shall incorporate the accounts of the Association referred to below, and give an account of the work of the Association and its activities during

the preceding year;

(ii) to receive the accounts of the Association for the preceding financial year;

(iii) to elect the Honorary Officers of the Association in accordance with Clause 9 hereof;

(iv) to elect members to serve on the Management Committee, in accordance with Clause 10 (a) (ii) hereof;

(v) to appoint one or more qualified auditors or independent examiners for the coming year to audit or examine the accounts of the Association in accordance with the Charities Act 1993(or any statutory modification or re-enactment of that Act);

(vi) to consider any other business of which due notice has to be given.

(b) **Special General Meetings:**

The Chair of the Management Committee may at any time at his/her discretion and the Secretary shall within twenty one days of receiving a written request so to do signed by not less than 2 members with power to vote and giving reasons for the request, call a Special General Meeting of the Association to consider the business specified on the notice of meeting and for no other purpose. The Secretary shall give at least fourteen clear days notice of the Special General Meeting individually to members or posted in a conspicuous place or places in the area of benefit and/or advertised in a newspaper circulating in the area of benefit.

The Chair of the Management Committee shall act as chair of the Special Meeting. If both the Chair and the Vice Chair are absent from any meeting, the members present shall choose one of their number to chair of the meeting before any other business is transacted.

(c) **Community Forum:**

(i) In addition to Annual General Meetings the Management Committee shall convene at least one open meeting in each calendar year as a consultative community forum of representatives of all groups/organisations/agencies who are active in the area of benefit (including non-member organisations) (hereinafter called "Stakeholders"). The Management Committee shall, except in the case of emergency, give not less than seven clear days notice of such open meeting to Stakeholders which notice shall be posted in a conspicuous place or places in the area of benefit and/or advertised in a newspaper circulating in the area of benefit;

(ii) Stakeholders attending any such meeting shall constitute the forum ("Forum"). The Forum is the process by which Stakeholders may raise and discuss amongst themselves and members of the Association issues that affect the area of benefit and/or the running or use of any assets. The Forum may also be used for the giving of a report from the Management Committee on policies and procedures connected with the use of assets and reports from Stakeholders. Any proposal arising from discussion at the meeting concerning the use of any assets shall be referred to the next meeting of the Management Committee;

(iii) The Chair of the Management Committee shall normally chair the meeting but in his/her absence or if the Forum decides otherwise those present shall elect one of their number to take the chair.

(d) **Neighbourhood Forum**

(i) Should it be designated a Neighbourhood Forum the association shall have the following additional powers

(a) Monitor and initiate matters relating to planning, transport, regeneration and environmental improvement in the neighbourhood area including the preparation of a neighbourhood plan in association with the Council and with other neighbourhood fora as appropriate

(b) Initiate neighbourhood development orders, identify assets of community value and undertake any other activity as may be permitted under Localism legislation, regulations or Government initiatives

(ii) Meetings of Neighbourhood forum

(a) There shall be a minimum of two meetings of the neighbourhood forum in each calendar year which may be held as part of the meetings required under (8(ci) above

(b) All residents and those working or having a business in the area shall be entitled to attend meetings of the Neighbourhood forum and entitled to ask questions and make comments in a reasonable way

(c) In addition to forum members all residents and those working or having a business in the area shall be consulted on a neighbourhood plan and related matters

(iii) Voting powers

(a) In matters relating to the activities of the association should it be designated a Neighbourhood Forum the provisions set out in clause 4(b) above shall apply except that individuals who work in the area and ward councillors will be entitled to the same voting status as residents and that nominees of affiliated sections and affiliated organisations other than those within (1), below shall not be entitled to a vote otherwise than as individual members

(b) Therefore when the association is acting as a neighbourhood forum In the event of members not living or working in the area being in a majority at any particular meeting their voting rights will be reduced, giving voting preference in the following order

1) Nominees of Affiliated Organisations who operate solely, or significantly, within the area

2) Individuals living outside the area, precedence being given to length of membership

9. HONORARY OFFICERS

(a) Only members of the Association aged eighteen years and over shall be eligible to serve as Honorary Officers.

(b) The members with the power to vote present at the Annual General Meeting shall elect a Chair, Treasurer and Secretary of the Association and such

other Honorary Officers as the Association may from time to time decide who shall serve in their respective capacities as Honorary Officers of the Management Committee. Such Honorary Officers may be appointed as members of any sub-committee established in accordance with Clause 11 hereof.

(c) At its first meeting after the Annual General Meeting the Management Committee shall elect from among its members a Vice Chair. Honorary Officers may be appointed as members of any sub-committee established in accordance with Clause 11 hereof.

(d) An Honorary Officer shall cease to hold office if he/she notifies the Secretary of the Association in writing of his/her resignation.

(e) If a vacancy occurs by death, resignation or disqualification among the Honorary Officers of the Association, the Management Committee shall have the power to fill it from among its members.

(f) Subject to sub-clause (d) of this clause, all Honorary Officers shall hold office until the conclusion of the next Annual General Meeting of the Association and shall be eligible for re-election.

10. THE MANAGEMENT COMMITTEE

The policy and general management of the affairs of the Association shall be directed by the Management Committee which shall hold at least four ordinary meetings each year. A special meeting may be called at any time by the Chair or by any two members of the Management Committee upon not less than four clear days notice being given to the other members of the Management Committee of the matters to be discussed but if the matters include an appointment of a co-opted member then not less than twenty one clear days notice must be given. As the charity trustees, the Management Committee shall have power to enter into contracts for the purposes of the Association on behalf of all members and may exercise on behalf of the Association any or all of the powers enumerated in Clause 3 hereof.

(a) The Management Committee shall consist of:

(i) the Honorary Officers elected under Clause 9 hereof;

(ii) Up to 13 members elected by the members with the power to vote present at the Annual General Meeting; PROVIDED THAT the majority of committee members live in the Butts Farm Neighbourhood Area

(iii) persons co-opted individually by the Management Committee who shall serve on the Management Committee until the conclusion of the next Annual General Meeting PROVIDED THAT the number of co-opted members shall not exceed one quarter of the total number of members elected and appointed to the Management Committee in accordance with the provisions of this sub-clause and enumerated above; .and the composition of the committee continues to comply with the provision stated in (ii) above

(b) The Chair of the Management Committee shall act as chair at meetings of the Management Committee. If both the Chair and the Vice Chair are absent from the meeting, the members present shall choose one of their number to be chair of the meeting before any other business is transacted.

(c) All members of the Management Committee shall retire from office at the conclusion of the Annual General Meeting next after the date at which they came into office but they may be re-elected or re-appointed.

(d) If casual vacancies occur among the elected members of the Management Committee it shall have power to fill these from among the members of the Association.

(e) The proceedings of the Management Committee shall not be invalidated by any failure to elect or any defect in the election, co-option or qualification of any member.

(f) A member of the Management Committee shall cease to hold office if he or she:-

(i) is disqualified from holding office by virtue of section 72 of the Charities Act 1993 (or any statutory modification or re-enactment of that provision) or

(ii) becomes incapable by reason of mental disorder, illness or injury of managing his or her own affairs, or

(iii) is absent without the permission of the Management Committee from all its meetings held within a period of six months and the Management Committee resolves that he/she shall cease to hold office, or

(iv) notifies the Management Committee in writing of his/her resignation (PROVIDED THAT at least three members of the Management Committee will remain in office when the notice of resignation is to take effect).

The provisions of paragraphs (i) and (ii) of this sub-clause also apply to any individual holding trustee who may be appointed in accordance with Clause 17(a) below.

(g) Each member of the Management Committee, upon election or co-option to the Management Committee, shall receive a copy of the Association's constitution. No person shall be entitled to act as a member of the Management Committee, following election, re-election or co-option, until they have signed in the minute book of the Management Committee or otherwise a declaration of acceptance and willingness to act as a charity trustee of the Association.

(h) No persons under the age of eighteen shall be members of the Management Committee but such persons may be invited to attend meetings without the right to vote.

11. SUB-COMMITTEES

The Management Committee may appoint one or more sub-committees for supervising or performing any activity or service. In each such case:-

(a) the Management Committee shall define the terms and reference of the sub-committee and may also determine its composition and the duration of its activities;

(b) all acts and proceedings of the sub-committees shall be reported as soon as possible to the Management Committee.

12. MANAGEMENT COMMITTEE MEMBERS NOT TO BE PERSONALLY INTERESTED

Except as provided in sub-clauses 3 (p) and 3 (r):

(a) no member of the Management Committee (otherwise than as a trustee for the Association) shall acquire any interest in property belonging to the Association;

(b) no member of the Management Committee (otherwise than as a members of the Management Committee) shall be interested in any contract entered into by the Management Committee;

(c) no member of the Management Committee shall receive remuneration.

13. PAID EMPLOYEES

(a) Management Committee shall have the sole right in exercise of the power conferred by Clause 3 (p) hereof of appointing, dismissing, and determining the terms and conditions of service of all employees of the Association;

(b) An employee of the Association staff shall not be eligible to be a member of the Management Committee, any section committee or any sub-committee of the Association, but may be invited to attend such committees as a non-voting adviser.

(c) Not withstanding clause,13(b) above. to assist in the preparation of any work as a Neighbourhood Forum the Association may appoint paid or honorary advisers whose duties may include the chairing of committees, sub committees and working groups but shall not have voting power

14. RULES OF PROCEDURE AT ALL MEETINGS

(a) **Voting:**
Subject to the provisions of Clause 22, clauses 4(b) 8(d) and 10(a), all questions arising at a meeting of the Association, the Management Committee or one of its sub-committees shall be decided by a simple majority of those present and voting. Each member shall have one vote and in case of an equality of votes the chair shall have a casting vote in addition to any other vote he or she may have.

(b) **Quorum**:
(i) Committee Meetings: one third of the members shall form a quorum at meetings of the Management Committee and sub-committees of the Association.

(ii) General Meetings: fifteen members with power to vote or one third of the members with power to vote, whichever is the less, shall form a quorum at General Meetings of the Association. In the event that no quorum is present at n Annual General Meeting of the Association, or the meeting has to be abandoned, the meeting shall stand adjourned and be reconvened fourteen days later, and those members with power to vote present at that meeting shall be deemed to form a quorum.

(c) **Minutes:**
Signed minutes shall be kept by the Association and all its committees and the respective Secretary shall enter therein a record of all proceedings and resolutions.

(d) Accountability

A minimum of two members of the management committee should sign official documents, forms and contracts.

15. STANDING ORDERS AND RULES FOR THE USE OF THE CENTRE

The Management Committee shall have power to adopt and issue Standing Orders and/or Rules for the conduct of Association business and/or Rules for the use of any assets. Such Standing Orders and Rules shall come into operation immediately, provided always that they shall be subject to review by the Annual General Meeting and shall be consistent with the provisions of this constitution.

16. FINANCE

(a) All money raised by or on behalf of the Association shall be applied to further the objects of the Association and for no other purpose, PROVIDED THAT nothing herein contained shall prevent the payment in good faith of reasonable and proper remuneration to any employee of the Association or the repayment of reasonable out-of-pocket expenses incurred on behalf of the Association by employees and volunteers.

(b) An account shall be opened in the name of the Association at such a bank or such other financial institution as the Management Committee shall from time to time decide. The Management Committee shall authorise in writing the Treasurer, the Secretary of the Association and two member of the Management Committee to sign cheques on behalf of the Association. All cheques must be signed by not less than two of the four authorised signatories.

(c) The Honorary Treasurer shall keep proper accounts of the finances of the Association.

(d) Approval must be sought from at least two members of the management committee prior to any expenses being incurred by members. A minimum of two members of the committee must authorise the payment of invoices prior to being paid.

(e) any assets of the association may not be disposed of improved or developed except in a manner which the association considers benefits the community or a section of it within the Butts Farm area

17. TRUST PROPERTY

(a) **Land and Buildings**:

Subject to the provisions of sub-clause (b) of this clause, the Management Committee shall cause the title of all land (which is not vested in the Official Custodian for Charities) and all investments held by or in trust for the Association to be vested in either a corporation entitled to act as custodian trustee or in not less than three nor more than four named individuals (not being members of the Management Committee) appointed by the Management Committee as holding trustees. Holding trustees shall act in accordance with the lawful directions of the Management Committee. PROVIDED THAT they act only in accordance with such lawful directions, holding trustees shall not be liable for the acts and defaults of the members of the Management Committee. Holding trustees may be removed by the Management Committee at its pleasure and shall otherwise cease to hold office in accordance with the provisions of Clause 10(f) above.

(b) **Investments**:

If a corporation entitled to act as custodian trustee has not been appointed to hold the property of the Association, the Management Committee may permit any investments held by or in trust for the Association to be held in the name of a clearing bank, trust corporation or any stockbroking company which is a members of the International Stock Exchange (or any subsidiary of any stockbroking company) as nominee for the Management Committee and may pay such nominee reasonable and proper remuneration for acting as such.

18. ACCOUNTS

The Management Committee shall comply with its obligations under the Charities Act 1993 (or any statutory modification or re-enactment of that Act) with respect to:

(a) The keeping of accounting records for the Association;

(b) the preparation of annual statements of the accounts for the Association;

(c) the auditing or independent examination of the statements of account of the Association;

(d) the transmission of the statements of accounts to the Charity Commission for England and Wales.

19. ANNUAL REPORT AND RETURNS

The Management Committee shall comply with its obligations under the Charities Act 1993 (or any statutory modification or re-enactment of that Act) with respect to the preparation of an annual report and an annual return and their transmission to the Charity Commissioners for England and Wales.

20. LIABILITY AND INDEMNITY

(a) In the execution of the trusts hereof no member of the Management Committee shall be liable:

(i) for any loss to the property of the Association by reason of any improper investment made in good faith (so long as he/she shall have sought professional advice before making such investment); or

(ii) for the negligence or fraud of any agent employed by him/her or by any other members of the Management Committee in good faith (provided reasonable supervision shall have been exercised); and

(iii) no member of the Management Committee shall be liable by reason of any mistake or omission made in good faith by any member of the Management Committee other than wilful and individual fraud, wrongdoing or wrongful omission on the part of the member who is sought to be made liable.

(b) Every member of the Management Committee and other officer, auditor or Independent Examiner of the Association shall be indemnified out of the assets of the Association against any liability incurred by him or her in that capacity in defending any proceedings, whether civil or criminal, in which judgement in given in his or her favour or in which he or she is acquitted or in

connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Association.

21. DISSOLUTION

If the Management Committee by a simple majority decides at any time that on the ground of expense or otherwise it is necessary or advisable to dissolve the Association it shall call a meeting of all members with power to vote and of the inhabitants of the area of benefit of the age of eighteen years and upwards of which meeting not less than twenty one clear days notice (stating the terms of the resolution to be proposed thereat) shall be posted in a conspicuous place or places in the area of benefit and advertised in a newspaper circulating in the area of benefit and given in writing to the Director of the National Federation of Community Organisations (Community Matters). If such decision shall be confirmed by a simple majority vote of those present at such meeting the Management Committee shall have power to dispose of any assets held by or in the name of the Association.

Any assets remaining after the satisfaction of any proper debts and liabilities shall be transferred to any charity or charities with similar charitable purposes to those of the Association to be used for the benefit of the inhabitants of the area of benefit as the Management Committee may decide subject to the prior approval in writing of the Charity Commission for England and Wales, or other authority having charitable jurisdiction. The Management Committee shall notify the Charity Commission promptly of the decision to dissolve the Association and, if obliged to do so, send to it a copy of the Association's final accounts.

22. ALTERATIONS TO THE CONSTITUTION

Any proposal to alter this constitution must be delivered in writing to the Secretary of the Association not less than twenty eight days before the date of the meeting at which it is first to be considered. Any alteration will require the approval of both:

(a) a simple majority of members of the Management Committee present and voting at a Management Committee meeting.

b) a two-thirds majority of members with power to vote present and voting at a General Meeting.

At least fourteen clear days notice shall be posted in a conspicuous place in the area of benefit and advertised in a newspaper circulating in the area of benefit, stating the wording of the proposed alteration.

No alteration should be made to this constitution which would cause the Association to cease to be a charity at law. No alteration to Clause 1 (Name), Clause 2 (Objects), Clause 12 (Personal Interests), Clause 21 (Dissolution) or to this Clause shall take effect until the approval in writing of the Charity Commissioners or other authority having charitable jurisdiction shall have been obtained.

23. ARRANGEMENTS UNTIL THE FIRST ANNUAL GENERAL MEETING

Until the first Annual General Meeting takes place this constitution shall take effect as if references in it to the Management Committee were references to the persons whose names appear below.