

FARRINGTON VILLAGE HALL

ADMINISTRATIVE PROVISIONS

(These provisions are supplemental to and should be read in conjunction with the Declaration of Trust dated 23^d March 1960 ('the Declaration of Trust') but save for clauses 1, 2 and 3 (3) of the First Schedule of the Declaration of Trust and the provisions of the Second Schedule of the Declaration of Trust these provisions shall apply from the date that they are adopted and the remaining provisions of the First Schedule of the Declaration of Trust shall cease to have effect)

PART I

1. Adoption of the Administrative Provisions

The charity and its property will be administered and managed in accordance with the provisions of Parts I and II of these provisions

2. The Name

The charity name is Farringdon Village Hall (and in this document it is called 'the Charity')

3. The Objects

The objects of the charity are as set out in clause 1 of the Declaration of Trust dated the 23rd March 1960 and these are:

'to provide a Village Hall for the use of the inhabitants of Farringdon and the neighbourhood (hereinafter called the Area of Benefits) without distinction of sex or of political religious or other opinions and in particular for use for meetings lectures and classes and or other forms of recreation and leisure-time occupation with the object of improving the conditions of life for the said inhabitants'

4. Application of the Income and Property

4.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects

4.2 Subject to paragraphs 4.2.1 – 4.2.3 of this clause, no Trustee may receive remuneration for any service provided to the Charity and no Trustee may acquire any interest in property belonging to the Charity or be interested in any contract entered into by the Trustees otherwise than as a Trustee of the Charity unless expressly authorised in writing in advance by the Commission to do so.

4.2.1 A Trustee may pay out of, or be reimbursed from, the property of the Charity reasonable expenses properly incurred by him or her when acting on behalf of the Charity.

4.2.2 Any Trustee who is a solicitor, accountant or engaged in any profession may charge and be paid all the usual professional charges for business done by him or her or his or her firm, when instructed by the other Trustees to act in a professional capacity on

behalf of the Charity. However, at no time may a majority of the Trustees benefit under this provision and a Trustee must withdraw from any meeting of the Trustees at which his or her own instruction or remuneration or performance, or that of his or her firm, is under discussion.

4.2.3 The purchase of indemnity insurance for the Trustees against any liability that by virtue of any rule of law would otherwise attach to a Trustee or other officer in respect of any negligence, default breach of duty or breach of trust of which he or she may be guilty in relation to the Charity but excluding:

- (i) fines;
- (ii) costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Trustee or other officer;
- (iii) liabilities to the Charity that result from conduct that the Trustee or other officer knew or ought to have known was not in the best interests of the Charity or in respect of
- (iv) which the person concerned did not care whether that conduct was in the best interests of the Charity or not.

4.3 No Trustee may be paid or receive any other benefit for being a Trustee

4.4 In cases covered by sub-clause 4.2 of this clause, those Trustees who do not stand to receive the proposed benefit must be satisfied that it is in the interests of the Charity to contract with or employ that Trustee rather than with someone who is not a Trustee and they must record the reason for their decision in the minutes. In reaching that decision the Trustees must balance the advantage of contracting with or employing a Trustee against the disadvantage of doing so (especially the loss of the Trustee's services as a result of dealing with the Trustee's conflict of interest)

4.5 If the Trustees fail to follow this procedure, the resolution to confer a benefit upon the Trustee will be void and the Trustee must repay to the Charity the value of any benefit received by the Trustee from the Charity

4.6 A Trustee must absent himself or herself from any discussions of the Trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest) and take no part in the voting upon the matter

4.7 In this Clause 4, 'Trustee' shall include any person firm or company associated with the Trustee

5. Dissolution

5.1 If the members resolve to dissolve the Charity the Trustees will remain in office as charity trustees and be responsible for winding up the affairs of the Charity in accordance with this clause

5.2 The Trustees must collect in all the assets of the Charity and must pay or make provision for all the liabilities of the Charity

5.3 The Trustees must apply any remaining property or money:

5.3.1 directly toward the Objects

5.3.2 by transfer to any charity or charities for purposes the same or similar to the Charity

5.3.3 in such other manner as the Charity Commissioners for England and Wales

(the Commission) may approve in writing in advance

5.4 The members may pass a resolution before or at the same time as the resolution to dissolve the Charity specifying the manner in which the Trustees are to apply the remaining property or assets of the Charity and the Trustees must comply with the resolution if it is consistent with paragraphs 5.3.1-5.3.3 above

5.5 In no circumstances shall the net assets of the Charity be paid or distributed among the members of the Charity (except to a member that is itself a charity)

5.6 The Trustees must notify the Commission promptly that the Charity has been dissolved. If the Trustees are obliged to send the Charity's accounts to the Commission for the accounting period before its dissolution, they must send to the Commission the Charity's final accounts

PART II

6. Membership

6.1 A member ('member') is any person who lives in the Area of Benefits

7. General meetings

7.1 The Charity must hold a general meeting within twelve months of the date of the adoption of these provisions

7.2 An annual general meeting must be held in each subsequent year and not more than fifteen months may elapse between successive annual general meetings

7.3 All general meetings other than annual general meetings shall be called special general meetings

7.4 The Trustees may call a special general meeting at any time

7.5 The Trustees must call a special general meeting if requested to do so in writing by at least ten members or one tenth of the membership, whichever is greater. The request must state the nature of the business that is to be discussed. If the Trustees fail to hold the meeting within twenty-one days of the request, the members may proceed to call a special general meeting but in doing so they must comply with the provisions of these provisions

8. Notice

8.1 The minimum period of notice required to hold any general meeting of the Charity is fourteen clear days from the date on which the notice is deemed to have been given

8.2 A general meeting may be called by shorter notice, if it is so agreed by all the members entitled to attend and vote

8.3 The notice must specify the date, time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say so.

8.4 The notice must be given to all the members and to the Trustees and this requirement will be fulfilled by notices being posted on the three Parish Notice Boards in the village of Farringdon

9. Quorum

9.1 No business shall be transacted at any general meeting unless a quorum is present

9.2 A quorum is 10 members entitled to vote upon the business to be conducted at the meeting

9.3 If:

9.3.1 a quorum is not present within half an hour from the time appointed for the meeting or

9.3.2 during a meeting a quorum ceases to be present the meeting shall be adjourned to such time and place as the Trustees shall determine

9.3.4 The Trustees must reconvene the meeting and must give at least seven clear days notice of the reconvened meeting stating the date, time and place of the meeting

9.3.5 If no quorum is present at the reconvened 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 that meeting

10. Chair

10.1 General meetings shall be chaired by the person who has been elected as Chair

10.2 If there is no such person or he or she is not present within fifteen minutes of the time appointed for the meeting a Trustee nominated by the Trustees shall chair the meeting

10.3 If there is only one Trustee present and willing to act, he or she shall chair the meeting

10.4 If no Trustee is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the members present and entitled to vote must choose one of their number to chair the meeting

11. Adjournments

11.1 The members present at a meeting may resolve that the meeting shall be adjourned

11.2 The person who is chairing the meeting must decide the date time and place at which the meeting is to be reconvened unless those details are specified in the resolution

11.3 No business shall be conducted at an adjourned meeting unless it could properly have been conducted at the meeting had the adjournment not taken place

11.4 If a meeting is adjourned by a resolution of the members for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting stating the date time and place of the meeting

12. Votes

12.1 Each member who shall be over the age of eighteen years at the date of any meeting at which a vote is required shall have one vote but if there is an equality of votes the person who is chairing the meeting shall have a casting vote in addition to any other vote he or she may have

12.2 A resolution in writing signed by each member who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective. It may comprise several copies each signed by or on behalf of one or more members

13. Officers and Trustees

13.1 The Charity and its property shall be managed and administered by a committee comprising the Officers and other members elected or appointed in accordance with these provisions and the nomination rights contained in the Declaration of Trust as amended by authority of the Charity Commission and agreement of the nominating bodies referred to in the Declaration of Trust as referred to in clause 13.8 below ('the nominating bodies'). The Officers and other members of the committee shall be the trustees of the Charity and in these administrative provisions are together called 'the Trustees'

13.2 The Charity shall have the following Officers:

13.2.1 A Chair

13.2.2 A Secretary

13.2.3 A Treasurer

13.3 A Trustee must be a member of the Charity or the nominated representative of one of the nominating bodies and over the age of 18 years

13.4 No one may be appointed a Trustee if he or she would be disqualified from acting under the provisions of clause 16 hereof

13.5 The number of Trustees shall be not less than three but (unless otherwise determined by a resolution of the Charity in general meeting) shall not exceed twelve

13.6 The first Trustees (including Officers) under these new administrative provisions shall be those persons elected as Trustees and Officers at the meeting at which these provisions are adopted

13.7 A Trustee may not appoint anyone to act on his or her behalf at meetings of the Trustees

13.8 The nomination rights referred to in clause 3 (3) and the Second Schedule of the Declaration of Trust shall be varied so that:

13.8.1 The Parish Council may nominate 1 Trustee

13.8.2 The Parochial Church Council of the Parish of Farringdon may nominate one Trustee

13.8.3 The Women's Institute may nominate one Trustee

13.8.4 The Horticultural Society having given up their nomination rights shall not be entitled to nominate any Trustee

14. The Appointment of Trustees

14.1 The Charity in general meeting shall elect the Officers and the other Trustees

14.2 The Trustees may appoint any person who is willing to act as a Trustee. Subject to sub paragraph 5.2 of this clause, they may also appoint Trustees to act as officers

14.3 Each of the Trustees shall retire with effect from the conclusion of the annual general meeting next after his or her appointment but shall be eligible for re-election at that annual general meeting

14.4 Save for Trustees put forward by the nominating bodies no one may be elected a Trustee or an Officer at any annual general meeting unless prior to the meeting the Charity is given a notice that:

14.4.1 is signed by a member

14.4.2 states the member's intention to propose the appointment of a person as a Trustee or as an officer

14.4.3 is signed by the person who is to be proposed to show his or her willingness to be appointed

14.5.1 The appointment of a Trustee, whether by the Charity in general meeting or by the other Trustees, must not cause the number of Trustees to exceed any number fixed in accordance with these provisions as the maximum number of Trustees

14.5.2 The Trustees may not appoint a person to be an Officer if a person has already been elected or appointed to that office and has not vacated that office

15 Powers of Trustees

15.1 The Trustees must manage the business of the Charity and they have the following powers in order to further the Objects (but not for any other purpose):

15.1.1 to raise funds. In doing so, the Trustees must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations

15.1.2 to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use

15.1.3 to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity. In exercising this power, The Trustees must comply as appropriate with sections 36 and 37 of the Charities Act 1993

15.1.4 to borrow money and to charge the whole or any part of the property belonging to the Charity as security for the repayment of money borrowed. The Trustees must comply as appropriate with sections 38 and 39 of the Charities Act 1993 if they intend to mortgage land

15.1.5 to co-operate with other charities, voluntary and statutory authorities and to exchange information and advice with them

15.1.6 to establish or support any charitable trusts, associations or institutions

formed for any of the charitable purposes included in the Objects

15.1.7 to acquire, merge with or enter into any partnership or joint venture arrangement with any charity formed for any of the Objects or for the object of preserving Massey's Folly

15.1.8 to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves

15.1.9 to obtain and pay for such goods and services as are necessary for carrying out the work of the Charity

15.1.10 to open and operate such bank and other accounts as the Trustees consider necessary and to invest funds and to delegate the management of the funds in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000

15.1.11 to do all such other lawful things as are necessary for the achievement of the Objects

15.2 No alteration of these provisions or any special resolution shall have retrospective effect to invalidate any prior act of the Trustees

15.3 Any meeting of Trustees at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Trustees

16. Disqualification and Removal of Trustees

A Trustee shall cease to hold office if he or she:

16.1 is disqualified from acting as a Trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision)

16.2 ceases to be eligible to be a member of the Charity

16.3 becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs

16.4 resigns as a Trustee by notice to the Charity (but only if at least three Trustees will remain in office when the notice of resignation is to take effect) or

16.5 is absent without permission of the Trustees from all their meetings held within a period of six consecutive months and the Trustees resolve that his or her office be vacated

16.6 Any Trustee representing a nominating body to whom clauses 16.1 to 16.5 shall apply may be replaced by the nominating body appointing a new Trustee to act on its behalf

17 Business of Trustees

17.1 The Trustees may regulate their proceedings as they think fit, subject to these provisions

17.2 Any Trustee may call a meeting of the Trustees

17.3 The secretary must call a meeting of the Trustees if requested to do so by a Trustee

17.4 Questions arising at a meeting must be decided by a majority of votes

17.5 In the case of equality of votes, the person who chairs the meeting shall have a second or casting vote

17.6 No decision may be made by a meeting of the Trustees unless a quorum is present at the time the decision is purported to be made

17.7 A quorum shall be two or the number nearest to one third of the total number of Trustees, whichever is the greater or such larger number as may be decided from time to time by the Trustees

17.8 A Trustee shall not be counted in the quorum present when any decision is made about a matter upon which that Trustee is not entitled to vote

17.9 If the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting

17.10 The person elected as the Chair shall chair the meetings of the Trustees

17.11 If the Chair is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to chair that meeting

17.12 The person appointed to chair meetings of the Trustees shall have no functions or powers except those conferred by these provisions or delegated to him or her in writing by the Trustees

17.13 A resolution in writing signed by all the Trustees entitled to receive notice of a meeting of Trustees or of a committee of Trustees and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Trustees or (as the case may be) a committee of the Trustees duly convened and held

17.14 The resolution in writing may comprise several documents containing the text of the resolution in like form each signed by one or more Trustees

18. Delegation

18.1 The Trustees may delegate any of their powers or functions to a committee of two or more Trustees but the terms of any such delegation must be recorded in the minute book

18.2. The Trustees may impose conditions when delegating, including the conditions that:

18.2.1 the relevant powers are to be exercised exclusively by the committee to whom they delegate

18.2.2 no expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the Trustees

18.2.3 the Trustees may revoke or alter a delegation

18.2.4 all acts and proceedings of any committees must be fully and promptly reported to the Trustees

19. Irregularities in Proceedings

19.1 Subject to sub-clause (2) of this clause, all acts done by a meeting of Trustees, or of a committee of Trustees, shall be valid notwithstanding the

participation in any vote of a Trustee:

19.1.1 who was disqualified from holding office

19.1.2 who had previously retired or who had been obliged by the these provisions to vacate the office

19.1.3 who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise

if, without

19.1.4 the vote of that Trustee, and

19.1.5 that Trustee being counted in the quorum

the decision has been made by a majority of the Trustees at a quorate meeting

19.2 Sub-clause 1 of this clause does not permit a Trustee to keep any benefit that may be conferred upon him or her by a resolution of the Trustees or of a committee of Trustees if the resolution would otherwise have been void

19.3 No resolution or act of

19.3.1 the Trustees

19.3.2 any committee of the Trustees

19.3.3 the Charity in general meeting

shall be invalidated by reason of the failure to give notice to any Trustee or member or by reason of any procedural defect in the meeting unless it is shown that the failure or defect has materially prejudiced a member or the beneficiaries of the Charity

20. Minutes

The Trustees must keep minutes of all:

20.1 appointments of Officers and Trustees made by the Trustees

20.2 proceedings at meetings of the Charity

20.3 meetings of the Trustees and committees of Trustees including:

20.3.1 the names of the Trustees present at the meeting

20.3.2 the decisions made at the meetings and

20.3.3 where appropriate the reasons for the decisions

21. Annual Report and Return and Accounts

21.1 The Trustees must comply with their obligations under the Charities Act 1993 with regard to:

21.1.1 the keeping of accounting records for the Charity

21.1.2 the preparation of annual statements of account for the Charity

21.1.3 the transmission of the statements of account to the Charity

21.1.4 the preparation of an annual report and its transmission to the Commission

21.1.5 the preparation of an annual return and its transmission to the Commission

21.2 Accounts must be prepared in accordance with the provisions of any Statement of Recommended Practice issued by the Commission, unless the Trustees are required to prepare accounts in accordance with the provisions of such a Statement prepared by another body

22. Registered particulars

The Trustees must notify the Commission promptly of any changes to the Charity's entry on the Central Register of Charities

23. Property

23.1 The Trustees must ensure the title to:

23.1.1 all land held by or in trust for the Charity that is not vested in the Official Custodian of Charities and

23.1.2 all investments held by or on behalf of the Charity

is vested either in a corporation entitled to act as custodian trustee or in not less than three individuals appointed by them as holding trustees

23.2 The terms of the appointment of any holding trustees must provide that they may act only in accordance with the lawful directions of the Trustees and that if they do so they will not be liable for the acts and defaults of the Trustees or of the members of the Charity

23.3 The Trustees may remove the holding trustees at any time

24. Repair and insurance

The Trustees must keep in repair and insure to their full value against fire and other usual risks all the buildings of the Charity (except those buildings that are required to be kept in repair and insured by a tenant). They must also insure suitably in respect of public liability and employer's liability

25. Notices

25.1 Any notice required by these provisions to be given to or by any person must be:

25.1.1 in writing, or

25.1.2 given using electronic communications

25.2 Notice may be given to a member either:

25.2.1 personally, or

25.2.2 by sending it by post in a prepaid envelope addressed to the member at his or her address' or

25.2.3 by leaving it at the address of the member, or

25.2.4 by giving it using electronic communications to the member's address

25.3 A member who does not register an address with the Charity or who registers only a postal address that is not within the United Kingdom shall not be

entitled to receive any notice from the Charity

25.4 A member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and of the purposes for which it was called

25.5.1 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given

25.5.2 Proof that a notice contained in an electronic communication was properly addressed and sent shall be conclusive evidence that the notice was given

25.5.3 A notice shall be deemed to be given 48 hours after the envelope containing it was posted or, in the case of an electronic communication, 48 hours after it was sent

26. Rules

26.1 The Trustees may, from time to time make rules or bye-laws for the conduct of their business

26.2 The bye-laws may regulate the following matters but are not restricted to them:

26.2.1 entrance fees, subscriptions and other fees or payments to be made by the members

26.2.2 the conduct of members of the Charity in relation to one another and to the Charity's employees and volunteers

26.2.3 the setting aside of the whole or any part or parts of the Charity's premises at any particular time or times for any particular purpose or purposes

26.2.4 the procedure at general meetings and meetings of the Trustees in so far as such procedure is not regulated by these provisions

26.2.5 the keeping and authenticating of records. (If regulations made under this clause permit records of the Charity to be kept in electronic form and require a Trustee to sign the record, the regulations must specify a method of recording the signature that enables it to be properly authenticated.)

26.2.6 generally, all such matters as are commonly the subject matter of the rules of an unincorporated association

26.3 The Charity in general meeting has the power to alter, add to or repeal the rules or bye-laws

26.4 The Trustees must adopt such means as they think sufficient to bring the rules and bye-laws to the notice of members of the Charity

26.5 The rules or bye-laws shall be binding on all members of the Charity. No rule or bye-law shall be inconsistent with, or shall affect or repeal anything contained in, these provisions

Signatures

.....

.....