



CONSTITUTION

1. Name

The name of the society is the Blackdown Support Group, hereafter referred to as the Support Group, and constituted as a Charity.

2. Objectives of the Support Group

The object of the Support Group is to relieve sickness and preserve and protect good health among persons permanently or temporarily resident in the area of benefit by providing or assisting in the provision of services not normally provided by the Statutory Authorities.

3. Area of Benefit

The area of benefit shall be the catchment area of the Blackdown Practice, which presently covers the parishes of Churchstanton, Corfe, Neroche (Bickenhall, Curland, Orchard Portman, Staple Fitzpaine), Otterford, Pitminster, Trull, Wellington Without and Thorne St. Margaret, West Buckland, Buckland St. Mary, Combe St. Nicholas, Burlescombe, Hemyock, Culmstock, Clayhidon, Kentisbeare, Uffculme, Broadhembury, Combe Raleigh, Dunkeswell, Luppitt, Sheldon, Upottery, Yarcombe.

4. Powers of the Management Committee

In furtherance of the object set out in Clause 2 above but not further or otherwise, the Support Group through its Management Committee shall have the following powers:

- (i) to assist persons in need to remain living in the community
- (ii) to raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation and otherwise, provided that the Support Group shall not undertake any permanent trading activities in raising funds for its charitable object.
- (iii) to acquire by purchase, gift or otherwise, property whether subject to any special trust or not.
- (iv) to employ any staff not being members of the Management Committee on a full-time, part-time or consultative basis and fix their salaries or any other remuneration as the Management Committee shall think necessary and to grant pensions or retiring allowances to persons who have been employed by the Support Group and their dependants; the shortlisting and interviewing of candidates for the post of Co-ordinator but appointment to be confirmed only by agreement with the Blackdown Practice.

- (v) subject to such consents as may be required by law, to sell, let, mortgage, dispose or, or turn to account all or any property or funds of the Support Group as shall be necessary.
- (vi) to borrow money or enter into contracts on behalf of the Support Group and, subject to such consents as may be required by law, charge all of any of the property of the Support Group.
- (vii) to do all such other lawful things as shall further the above object.

5. Membership

Members shall be those persons who have paid their annual subscription as a friend of the Support Group, all volunteers currently members of the Support Group team, elected officers and members of the Management Committee.

6. Management Committee

- (i) The Management Committee shall comprise 12 members elected at the Annual General Meeting. The Officers of the Support Group shall be Chairman, Vice-Chairman, Secretary and Treasurer and they shall hold their office for one year. The Chairman and Vice-Chairman will be elected at the first Management Committee meeting held following the Annual General Meeting. The Chairman is to hold this office for not more than three successive years at any one time. The Secretary and Treasurer (who may or may not be elected members of the Management Committee) shall be appointed at the Annual General Meeting and shall be eligible for re-appointment annually. The Co-ordinator will serve as an ex-officio (non-voting) member of the Management Committee. Representatives of the Blackdown Practice are welcome to attend any meetings of the Management Committee
- (ii) Nominations for the election of Officers should be made in writing to the Secretary fourteen days before the Annual General Meeting but, where necessary, nominations may be taken from the floor at the meeting. The consent of the proposed nominee shall first be obtained and all nominations supported by a seconder. Members of the Management Committee shall also be elected annually at the Annual General Meeting and shall be eligible for re-election.
- (iii) If an office becomes vacant or a member of the Committee resigns, the Management Committee may appoint a suitable person to fill the vacancy until the next Annual General Meeting. The Management Committee may invite to attend particular meetings or co-opt to its membership such persons whose particular expertise would be helpful to the Committee in furthering its work. Co-opted Members will be limited to four, each of whom will have equal voting rights at Committee Meetings.

7. Meetings

- (i) Subject to the provision of Clauses 11 and 12, the Management Committee shall hold at least four meetings in each calendar year and a quorum shall be five. The Secretary shall give members of the Committee not less than seven days notice of such meetings.

- (ii) Decisions of the Management Committee shall be determined by the majority of the members present at any meetings and entitled to vote. In the case of an equality of votes, the Chairman shall have a second or casting vote.
- (iii) Full minutes of all meetings of the Management Committee shall be taken and, if approved, signed by the Chairman of the relevant meeting and shall (except in case of manifest error) be conclusive evidence of what was done at the meeting.
- (iv) The Annual General Meeting shall be held within 15 months of the last Annual General Meeting to receive the report of the Management Committee, together with the audited financial statement, and to elect Officers and Members of the Management Committee. At least fourteen days notice of a General Meeting shall be sent to all Members of the Support Group. The presence of twenty voting members or one tenth of the membership shall constitute a quorum at a General Meeting. In the event of a quorum not being present, the meeting shall be adjourned to such a place and time within the next fourteen days as the Chairman shall decide.
- (v) At a General Meeting the election of the Management Committee and Officers shall be by secret ballot; otherwise voting shall be by a show of hands unless a ballot is demanded by at least five members present and entitled to vote. In the event of an equal vote, the Chairman shall have a casting vote.
- (vi) A Special General Meeting shall be held at the request of nine members of the Support Group, with twenty eight days notice.

8. Sub-Committees

The Management Committee may appoint such sub-committees consisting of a majority of members of the Management Committee as it shall from time to time consider necessary to further the object of the Support Group. All actions and decisions of any such sub-committee shall be reported back to the Management Committee as soon as possible.

9. Finance

- (i) The financial year shall run from the 1st April in one year to the 31st March in the following year.
- (ii) The Accounts of the Support Group shall be prepared and audited annually.
- (iii) The Management Committee shall, out of the funds of the Support Group, pay all proper expenses of administration and management of the Support Group. All monies belonging to the Support Group shall be invested by the Management Committee subject to such authority, approval or consent by the Charity Commissioners as may be for the time being required by law or special trusts affecting any monies or property in the hands of the Support Group.
- (iv) Signatories of cheques shall be any two of those authorized to do so by the Management Committee.

10. Trustees

- (i) The elected members of the Management Committee shall be the Trustees of the Blackdown Support Group.
- (ii) Any fixed or movable asset, freehold or leasehold acquired by the Support Group shall, if the Management Committee so directs, be vested in Trustees who shall deal with the assets as the Management Committee directs, such Trustees shall be at least three but not more than four in number. The power of appointment of such Trustees shall be vested in the Management Committee.

11. Amendments

Alterations to this Constitution shall receive the assent of two-thirds of the members present and voting at the Annual General Meeting or a Special General Meeting. A resolution for the alteration of the Constitution must be received by the Secretary of the Support Group at least twenty one days before the meeting at which the resolution is to be brought forward. At least fourteen days notice of such a meeting must be given by the Secretary to the membership and must include notice of the alteration proposed. Provided that no alteration shall be made to Clause 2 (objects), Clause 12 (dissolution or this Clause until the approval in writing of the Charity Commissions or other authority having charitable jurisdiction shall have been obtained; and no alterations shall be made which would have the effect of causing the Support Group to be a charity in law.

12. Dissolution

The Support Group may be dissolved by a Resolution passed by a two-thirds majority of those present and voting at a Special General Meeting convened for the purpose, of which twenty one days notice shall have been given to the members. Such resolution may give instructions for the disposal of any assets held by or in the name of the Support Group, provided that if any property remains after the satisfaction of all debts and liabilities, such property shall not be paid to or distributed among the members of the Support Group but shall be transferred to such other charitable institution or institutions having objects similar to some or all of the objects of the Support Group as the Support Group may determine and if and in so far as effect cannot be given to the provision then to some other charitable purpose agreed by the majority of the members present and voting (but subject to the consent of the Charity Commission).

13. Notices

Any notice required to be given under this Constitution shall be deemed to be given if left at, or posted to, the address of that Member last notified to the Secretary.

Amended at AGM: 2008 and 2010

Date of last review: August 2016

Next review date: August 2017