

CONSTITUTION OF D.I.A.L. LOWESTOFT AND WAVENEY
Charity No.296844

(Adopted 1-09-2016)

1. NAME

The name of the Association is D.I.A.L. Lowestoft and Waveney ("the Association").

2. PURPOSE

The purpose of the Association is to relieve people with disabilities living in Lowestoft, Waveney, North Suffolk and the surrounding area so that they may lead active and fulfilling lives integrated in society.

3. POWERS

In order to further this purpose (but not otherwise) the Management Committee may exercise the following powers:

- (a) to provide information and advice services for people with disabilities, their carers and advocates, volunteers and professionals working with them;
- (b) to organise conferences, seminars, training courses, exhibitions and other events;
- (c) to publish and distribute pamphlets, newsletters, books, recorded tapes (whether audio, visual or both) and other materials;
- (d) to promote research and to publish the useful results of that research;
- (e) to co-operate with other charities, voluntary bodies or statutory authorities and to exchange information and advice with them;
- (f) to raise funds and to invite and receive contributions provided that in raising funds the Management Committee will not undertake any substantial permanent trading activity;
- (g) to buy, lease or otherwise acquire any property needed for the work of the Association and to maintain and equip it for use;
- (h) subject to any consents required by law to sell, lease, license, hire or dispose of all or any part of the property of the Association;
- (i) to employ staff (who shall not be members of the Management Committee) as may be necessary for the work of the Association and to make all reasonable and necessary provision for the payment of pensions and superannuation for staff and their dependants;
- (j) to invest the funds of the Association not required for immediate working purposes in such manner as the Management Committee shall think fit but having regard to their duty of care as charity trustees;

- (k) to establish or support any charitable trusts, associations or institutions with similar charitable purposes;
- (l) to undertake any other lawful act which will further the achievement of the purpose of the Association.

4. MEMBERSHIP

Membership of the Association shall be open irrespective of age, disability, gender, politics, race, sexual orientation or religion to either one or more of the following classes:

- (a) Individual Membership – individuals with disabilities living in Lowestoft, Waveney and North Suffolk, their carers/advocates or parents/guardians (in the case of children), advice line volunteers and other volunteers who support the work of the Association, and individuals in sympathy with the Association's purposes;
- (b) Group Membership – groups and organisations representing groups of people with disabilities with purposes similar to the purpose of the Association.
- (c) Associate Membership – any individual, group or organisation which has specialist knowledge, experience or skills which are relevant to the Association.

5. SUBSCRIPTIONS

The Management Committee may levy such subscriptions and at such rates as they think fit and may charge different rates for different classes of membership.

6. REPRESENTATION OF MEMBER ORGANISATIONS

Each Group Member and Institutional Associate Member shall appoint an individual to represent it and may appoint an alternate to replace its appointed representative if he or she is unable to attend a meeting of the Association. Each member organisation shall notify the Secretary of the Association of the name of its representative and of any alternate. If the representative or alternate resigns from or otherwise leaves the member organisation, he or she shall immediately cease to be the representative of the member organisation.

7. VOTING

Only individual Members and Group Members may vote at meetings of the Association. Associate Members may attend meetings of the Association in an advisory and non-voting capacity.

8. TERMINATION OF MEMBERSHIP

Membership may be terminated in any of the following ways:

- (i) by the Member serving written notice on the Association of the intention to resign or
- (ii) upon the Member failing to pay the appropriate subscription having received notice from the Management Committee stating that the subscription is overdue and requiring payment in not less than 28 days or;
- (iii) upon the Management Committee resolving by a two thirds majority to terminate the membership of any individual or member organisation providing that:
 - (a) the individual concerned or the appointed representative of the member organisation concerned (as the case may be) shall have the right to be heard by the Management Committee, accompanied by a friend, before a final decision is made and
 - (b) the individual or organisation concerned may apply to the Management Committee to be re-admitted to membership at any time after the Annual General Meeting of the Association following termination of membership and the Management Committee may at its discretion resolve to re-admit the individual or organisation.

9. HONORARY MEMBERS

The Management Committee may invite individuals to become honorary members of the Association and may revoke honorary membership. The Management Committee may determine the rights and obligations of honorary members but an honorary member shall have no right to vote.

10. HONORARY OFFICERS

At the Annual General Meeting of the Association the Individual Members and representatives of Group Members shall elect from among themselves a Chairman, Vice Chairman, Secretary and Honorary Treasurer who shall hold office from the conclusion of that meeting.

11. MANAGEMENT COMMITTEE

- (i) The Management Committee shall consist of not less than 7 and not more than 14 members and of whom not less than 51% shall be people with disabilities [or their carers].

- (ii) The members of the Management Committee shall consist of:
- (a) the Honorary Officers specified in Clause 10 above;
 - (b) Not less than 3 and not more than 7 Individual Members or representatives of Group Members elected at the Annual General Meeting to hold office from the conclusion of that meeting until the close of the next Annual General Meeting.
 - (c) not more than 3 co-opted members (but so that the number of co-opted members shall not exceed one third of the members of the Management Committee. In exercising their power of co-option, the Management Committee shall have regard to the need to ensure that people with disabilities and people with intimate knowledge of disablement are adequately represented on the Management Committee.

All the members of the Management Committee, however appointed, are full members of the Management Committee with the right to vote.

- (iii) All members of the Management Committee shall retire from office together at the end of the Annual General Meeting next after the date on which they came into office, but they may be re-elected or re-appointed.
- (iv) When electing the members of the Management Committee at the Annual General Meeting places shall be allocated as follows:
 - (a) The number of places for people with disabilities necessary to satisfy the requirement in paragraph (i) above (that not less than 51% of the members of the Management Committee (including Honorary Officers) shall be people with disabilities [or their carers]) shall be allocated to the candidates with disabilities [or their carers] with the highest number of votes and
 - (b) the remaining places will be allocated to the candidates with the highest number of votes (irrespective of disability).
- (v) Nobody shall be appointed as a member of the Management Committee who is under the age of 18 or who would, if appointed, be disqualified under the provisions of Clause 12 below.
- (vi) The proceedings of the Management Committee shall not be invalidated by any vacancy among their number or by any failure to appoint or any defect in the appointment or qualification of a member.
- (vii) No person shall be entitled to act as a member of the Management Committee whether on a first or any subsequent entry into office until they have signed in the Minute Book or the Management Committee a declaration of acceptance and a willingness to act in the trusts of the Association.

12. TERMINATION OF MEMBERSHIP OF THE MANAGEMENT COMMITTEE

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

- (i) is disqualified from acting as a member of the Management Committee by virtue of Section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of the provision);
- (ii) becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
- (iii) is absent without the permission of the Management Committee from all of their meetings held with a period of six months and the Management Committee resolves that his or her office be vacated or
- (iv) notifies to the Management Committee a wish to resign (but only if at least three members of the Management Committee will remain in office when the notice of resignation is to take effect).

MANAGEMENT COMMITTEE MEMBERS NOT BE TO PERSONALLY INTERESTED

No member of the Management Committee shall acquire any interest in property belonging to the Association (otherwise than as a Trustee of the Association) or receive remuneration or be interested (otherwise than as a member of the Management Committee) in any contract entered into by the Management Committee.

13. MEETINGS AND PROCEEDINGS OF THE MANAGEMENT COMMITTEE

- (i) The Management Committee shall hold at least four meetings each year. Meetings of the Management Committee may be called at any time by the Chairman or by any two members of the Management Committee upon not less than seven days notice being given to the other members of the Management Committee of the matters to be discussed, but if the matters include the appointment of a co-opted member then not less than fourteen days notice must be given.
- (ii) The Chairman shall act as Chairman at meetings of the Management Committee and in his or her absence the Vice Chairman shall act as Chairman. If the Chairman and Vice Chairman are absent from any meeting, the members of the Management Committee present shall choose one of their number to be Chairman of the meeting before any other business is transacted.
- (iii) There shall be a quorum when at least one third of the members of the Management Committee, or three members of the Management Committee, whichever is the greater, is present.

- (iv) Every matter shall be determined by a majority of votes of the members of the Management Committee present and voting on the question but in the case of an equality of votes, the following provision shall apply:-
- (a) On the first occasion, the matter shall not be resolved and the status quo shall prevail.
 - (b) A further meeting of the Management Committee shall be convened to be held within two weeks of the first meeting at which the matter shall be considered again.
 - (c) If at the further meeting there are still an equal number of votes cast for and against the question the Chairman shall have a second or casting vote.
- (v) The Management Committee shall keep Minutes in books kept for the purpose of the proceedings at meetings of the Management Committee and any sub-committee.
- (vi) The Management 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.
- (vii) The Management Committee may appoint one or more sub-committees consisting of such members of the Management Committee and such other persons as the Management Committee may think fit for the purpose of performing any function or duty which in the opinion of the Management 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 Management Committee and provided further that no sub-committee shall incur expenditure on behalf of the Association except in accordance with a budget which has been approved by the Management Committee.

14. OBSERVERS

The Management Committee may confer on one or more charities, voluntary organisations or statutory authorities and on the staff of the Association the right to appoint an Observer to represent it or them at meetings of the Association and of the Management Committee. An Observer shall be entitled to receive notice of the meetings of the Association and of the Management Committee and to attend and speak (but not vote) at such meetings providing that the Management Committee may at any time require an Observer to withdraw from meetings of the Management Committee.

15. RECEIPTS AND EXPENDITURE

- (i) The funds of the Association, including all donations, contributions and bequests, shall be paid into an account or accounts operated by the

Management Committee in the name of the Association at such bank or building society as the Management Committee shall from time to time decide. All cheques drawn on the account must be signed by at least two authorised signatories one of whom shall be a member of the Management Committee.

- (ii) The funds belonging to the Association shall be applied only in furthering the purposes of the Association.

16. PROPERTY

- (i) Subject to the provisions of sub-clause (2) of this clause, the Management Committee shall cause the title to:
 - (a) all land held by or in trust for the Association which is not vested in the Official Custodian for Charities and
 - (b) all investments held by or on behalf of the Association:
to be vested either in a corporation entitled to act as custodian trustee or in not less than three individuals appointed by them as holding trustees. Holding trustees may be removed by the Management Committee at their pleasure and shall act in accordance with the lawful directions of the Management Committee. Provided they act only in accordance with the lawful directions of the Management Committee, the holding trustees shall not be liable for the acts and defaults of its members.
- (ii) If a corporation entitled to act as custodian trustees 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 stock-broking company which is a member of the International Stock Exchange (or any subsidiary of any such stock-broking company) as nominee for the Management Committee, and may pay such a nominee reasonable and proper remuneration for acting as such.

17. ACCOUNTS

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

- (i) the keeping of accounting records for the Association;
- (ii) the preparation of annual statements of account for the Association;
- (iii) the auditing or independent examination of the statements of account of the Association and
- (iv) the transmission of the statements of account of the Association to the Commissioners.

18. ANNUAL REPORT

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

19. ANNUAL RETURN

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

20. ANNUAL GENERAL MEETING

- (i) There shall be an annual general meeting of the Association which shall be held in the month of June in each year or as soon as practicable thereafter.
- (ii) Every annual general meeting shall be called by the Management Committee. The secretary shall give at least 21 days notice of the annual general meeting to all the members of the Association. All the members of the Association shall be entitled to attend the meeting but only individual members and representatives of group members shall be entitled to vote in accordance with clause 7.
- (iii) The Chairman of the Association or in his or her absence the Vice Chairman shall be the chairman of the annual general meeting, but if neither is present, before any other business is transacted, the persons present and entitled to vote shall appoint a chairman of the meeting.
- (iv) The Management Committee shall present to each annual general meeting the report and accounts of the Association for the preceding year.
- (v) Nominations for election as an Honorary Officer or an elected member of the Management Committee must be made by members of the Association in writing and must be in the hands of the secretary of the Management Committee at least 14 days before the annual general meeting. Should nominations exceed vacancies, election shall be by ballot.

21. SPECIAL GENERAL MEETINGS

The Management Committee may call a special general meeting of the Association at any time. If at least ten members entitled to vote at a general meeting request such a meeting in writing stating the business to be considered the secretary shall call such a meeting. At least 21 days notice must be given. The notice must state the business to be discussed.

22. PROCEDURE AT GENERAL MEETINGS

- (i) The secretary or other person specially appointed by the Management Committee shall keep a full record of proceedings at every general meeting of the Association.
- (ii) There shall be a quorum when at least one quarter of the persons entitled to attend and vote at the meeting or ten of their number, whichever is the greater, is present at any general meeting.

23. NOTICES

Any notice required to be served on any member of the Association shall be in writing and shall be served by the secretary of the Management Committee on any member either personally or by sending it through the post in a pre-paid letter addressed to such member (or in the case of a member organisation to its appointed representative) at his or her last known address and any letter so sent shall be deemed to have been received within 3 days of posting.

24. ALTERATIONS TO THE CONSTITUTION

- (i) Subject to the following provisions of this clause the Constitution may be altered by a resolution passed by not less than two thirds of the members present and voting at a general meeting. The notice of the general meeting must include notice of the resolution, setting out the terms of the alteration proposed.
- (ii) No amendment may be made to clause 1 (the name of Association clause), clause 2 (the purpose clause), clause 13 (Management Committee members not to be personally interested clause), clause 26 (the dissolution clause) or this clause without the prior consent in writing of the Commissioners.
- (iii) No amendment may be made which would have the effect of making the Association cease to be a charity at law.
- (iv) The Management Committee should promptly send to the Commissioners a copy of any amendment made under this clause.

25. DISSOLUTION

If the Management Committee decides that it is necessary or advisable to dissolve the Association it shall call a meeting of all members of the Association, of which not less than 21 days notice (stating the terms of the resolution to be proposed) shall be given. If the proposal is confirmed by a two-thirds majority of those present and voting the Management Committee shall have power to realise any assets held by or on behalf of the Association. Any assets remaining after the satisfaction or any proper debts and liabilities shall be given or transferred to such other charitable institution or institutions having purposes similar to the purposes of the Association as the members of the Association may determine or failing that shall be applied for

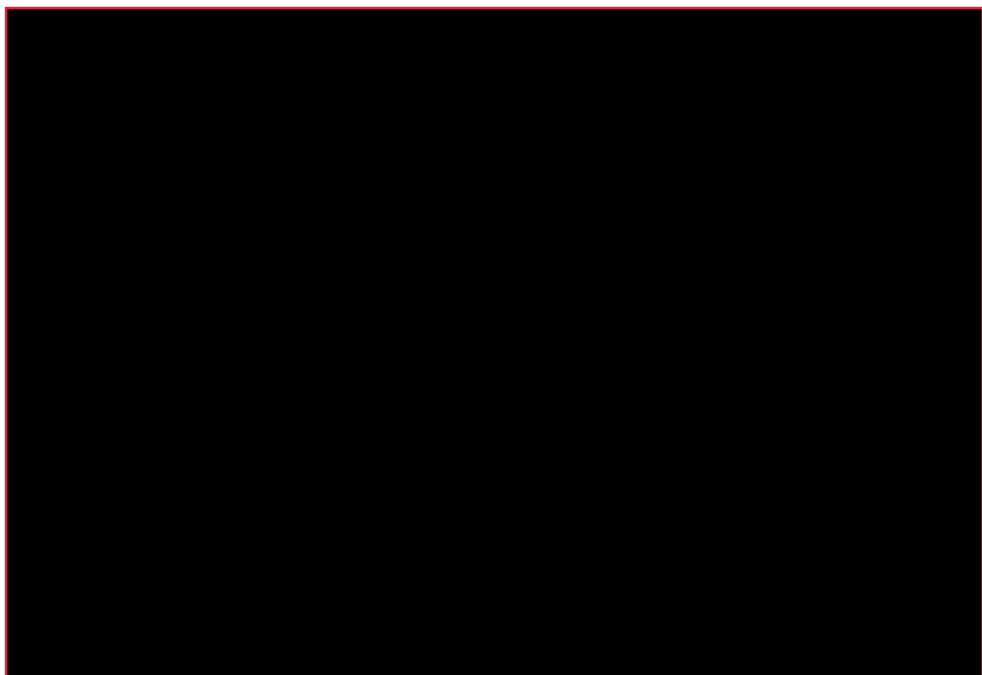
some other charitable purpose. A copy of the statement of accounts, or account and statement, for the final accounting period of the Association must be sent to the Commissioners.

26. INDEMNITY

- (a) Without prejudice to any statutory or other right to indemnification which they may have the members of the Management Committee shall jointly and severally be indemnified out of the funds of the Association at all times in respect of each and every claim made against them or any of them whether in their capacity as a charity trustee or personally in respect of any liability arising or alleged to arise from any matter act or default arising from or in respect of the Association its affairs administration or activities provided that the right of a member of the Management Committee to an indemnity shall not extend to any claim arising from wilful fraud or wrongdoing or negligent act or omission on his or her part.
- (b) The Management Committee shall if they think fit pay for any premium in respect of any indemnity insurance to cover the liability or the Management Committee (or any member of the Management Committee) which by virtue of any rule or law would otherwise attach them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Association provided that any such insurance shall not extend to any claim arising from any act or omission which the Management Committee (or any member of the Management Committee) knew to be a breach of trust or breach of duty or which was committed by the Management Committee (or any member of the Management Committee) in reckless disregard of whether it was a breach of trust or breach of duty or not.

This constitution was adopted on the date mentioned above by the persons whose signatures appear below:-

SIGNED:



some other charitable purpose. A copy of the statement of accounts, or account and statement, for the final accounting period of the Association must be sent to the Commissioners.

26. INDEMNITY

- (a) Without prejudice to any statutory or other right to indemnification which they may have the members of the Management Committee shall jointly and severally be indemnified out of the funds of the Association at all times in respect of each and every claim made against them or any of them whether in their capacity as a charity trustee or personally in respect of any liability arising or alleged to arise from any matter act or default arising from or in respect of the Association its affairs administration or activities provided that the right of a member of the Management Committee to an indemnity shall not extend to any claim arising from wilful fraud or wrongdoing or negligent act or omission on his or her part.
- (b) The Management Committee shall if they think fit pay for any premium in respect of any indemnity insurance to cover the liability of the Management Committee (or any member of the Management Committee) which by virtue of any rule or law would otherwise attach them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Association provided that any such insurance shall not extend to any claim arising from any act or omission which the Management Committee (or any member of the Management Committee) knew to be a breach of trust or breach of duty or which was committed by the Management Committee (or any member of the Management Committee) in reckless disregard of whether it was a breach of trust or breach of duty or not.

This constitution was adopted on the date mentioned above by the persons whose signatures appear below:-

SIGNED:

