

## **Monk Fryston Time Team: Constitution and Rules**

### **Agreement between members of Monk Fryston Time Team**

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**Date: 1<sup>st</sup> January 2010**

**Amended by a meeting of members on the 9<sup>th</sup> February 2015**

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## **Monk Fryston Time Team: Constitution and Rules**

**This agreement is dated January 1st 2010 and was amended on the 9<sup>th</sup> February 2015 (additional clause 5.6 and replacement clause 11 ) and is made between the members of the Monk Fryston Time Team**

### **The background to this agreement is:**

The Members have formed an Association to be known as the Monk Fryston Time Team which they desire to be regulated according to the following terms and conditions.

### **These are the terms of the agreement:**

#### **Definitions**

These definitions apply unless the context requires a different interpretation:

'AGM'	means Annual General Meeting of the Association;
'Association Year'	means the period of year beginning on 1 <sup>st</sup> April
'EGM'	means Extraordinary General Meeting of the Association;
'The Association'	means the Monk Fryston Time Team;
'The Committee'	means the following Officers, elected by the AGM: the Chairman; the Honorary Secretary, the Honorary Treasurer and any members attending the monthly meeting of the Association.
'Officer of the Association'	means any member of the Committee;
'The Rules'	means the terms and conditions of this agreement;

### **1. Main objective**

1.1 The objects of the Association shall be as follows:

- 1.1.1 To research and document the heritage and history of Monk Fryston, Hillam and Burton Salmon for the future use and interest of the general public.
  - 1.1.2 The arrangement of educational talks, lectures, workshops, seminars and courses for the education of members.
  - 1.1.3 To encourage free discussion and co-operative research for the benefit of all the members, whereby all members agree that any information freely shared with other members thereby becomes the intellectual property of the association for a minimum period of 5 years after a member ceases to be a member of the association and precludes that member or former member using the information for personal gain without the express permission of the association members for the period specified.
- 1.2 Membership shall be open to all over the age of 16 years who are resident in Monk Fryston or surrounding areas and who are parties to this Agreement or accede to it, as provided in clause 1.3.
- 1.3 Further Members may accede to the terms of this Agreement in writing.

1.4 This Agreement is not intended to form a partnership.

## **2. Subscriptions**

2.1 A Member's annual subscription shall be such as the Members determine at the AGM.

2.2 All subscriptions shall become due at the AGM in each year or upon joining the association, if that occurs during an Association Year. Any Member who has not paid his subscription by the due date shall be disqualified from attending any meeting of the Association, from receiving notices and from voting until the subscription for that year has been paid.

2.3 An individual joining the association will pay a pro rata membership subscription for the remainder of the year in which they joined.

2.4 A prospective member will be offered the opportunity to attend 2 "taster" meetings prior to deciding if they wish to become a member.

## **3. Resignation, suspension and expulsion**

3.1 A Member may resign from the Association by informing the Honorary secretary in writing of his intention to do so; so however, that no part of the Member's subscription shall be refundable.

3.2 The Committee shall have the power to suspend for a period not exceeding twelve months or to expel a Member who infringes any of these rules or whose conduct, in any capacity in which he acts, in the opinion of the Committee to be injurious to the good name of the Association or renders him unfit for membership, so however that no Member shall be suspended or expelled without first being given the full opportunity to advance a defence before the Committee and without a vote of at least three quarters of the Committee for the suspension or expulsion.

3.3 No suspended Member shall be elected as an officer of the Association or be entitled to vote at any meeting. No part of a suspended or expelled Member's subscription shall be refundable.

## **4. Management of the Association**

4.1 Subject to a vote of the membership at an AGM or an Extraordinary General Meeting, the management and control of the Association shall be vested in the Committee which shall meet as required to organize the Association.

4.2 The Chairman's functions shall include setting the procedure for meetings of the Committee.

4.3 The Honorary Secretary's functions shall include sending notices to Members and recording the proceedings of AGMs, Extraordinary General Meetings and meetings of the Committee.

4.4 The Honorary Treasurer's functions shall include keeping records and accounts of the subscriptions and expenditure of the Association.

4.5 The quorum for Committee meetings shall be 5 Officers and the Chairman shall have a casting vote.

## **5 Powers of the Committee**

The Committee's powers shall include the following:

5.1 to fill any vacancy on the Committee from existing Members until the next AGM;

- 5.2 to appoint such sub-committees as they believe necessary and any sub-committee so appointed shall be accountable to the Committee whose Officers shall, subject to a vote of the whole membership, be responsible for making final decisions;
- 5.3 to retain and hold as property of the Association all sums of money coming into the Association and to bank the funds of the Association. All cheques drawn by the association shall be signed by the Chairman and the Honorary Treasurer, or by such other officers of the Association as may be authorised by the Committee, so however that all cheques are signed by two Officers;
- 5.4 to invest sums of money in any prudent manner which the Committee thinks will benefit the Association;
- 5.5 to permit, unless a contrary direction is given, all Officers to recoup out of pocket expenses authorised by the Committee;
- 5.6 The income and property of the Time Team, howsoever derived, shall be applied solely towards the promotion of the objects of the Association as set forth in this Constitution, and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or other distribution by way of profit to the members of the Association.

## **6. Annual General Meetings**

- 6.1 The AGM of the association shall be held in April each year for the purpose of:
  - 6.1.1 receiving the reports of the Committee, any sub-committees and of the Honorary Treasurer in relation to the Association's activities since the previous AGM;
  - 6.1.2 receiving and if thought fit approving the accounts in respect of the preceding financial year;
  - 6.1.3 electing the Officers of the Association (including the appointment of any Honorary Auditor if required) who would be voted into office annually, and could hold these offices for a maximum continuous term of 3 years and could be voted into these positions by a minimum of 5 members.
  - 6.1.4 fixing the subscriptions, and
  - 6.1.5 for dealing with any other general business of the Association
- 6.2 One month's notice shall be given of each AGM, including the date, time, place and any special purpose.
- 6.3 Any Member may raise any matter at the AGM, provided that he has given the Honorary Secretary notice of it 4 weeks prior to the meeting

## **7. Extraordinary General Meetings**

An EGM shall be convened by the Honorary Secretary within twenty eight days of receipt by him of a direction by the Committee or of a requisition signed by at least ten members of the Association. Every EGM shall take place not before the giving of one month's notice of the meeting to the Members and the notice shall state the date, time and place as well as the purpose of the meeting.

## **8. Quorum at meetings**

Any AGM or EGM may proceed provided that at least five members are present within half an hour of the time specified for the start of the meeting.

## **9. Voting at meetings**

- 9.1 Only fully paid up Members may vote at an AGM or an EGM.

- 9.2 The Chairman shall have a casting vote at an AGM or an EGM.
- 9.3 Any vote to carry an amendment of the Rules shall be made by at least two thirds of the Members attending and entitled to vote.
- 9.4 Except as provided in rule 9.3, a vote shall be carried by a simple majority of those attending and entitled to vote.

## **10. Amendment of the Rules**

These Rules may be amended or revoked:

- 10.1 by the Members at EGM, or
- 10.2 if the amendment or revocation is proposed by the Committee, by the Members at an AGM.
- 10.3 Any proposal to amend or revoke these Rules must be given in the notice to convene the meeting.

## **11. Dissolution**

If upon the winding-up or dissolution of the Time Team there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Association but shall be given or transferred to some other charitable institution or institutions (whether corporate or not) having objects similar to the objects of the Time Team and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Time Team under or by virtue of this Clause hereof, such institution or institutions to be determined by the members of the Time Team at or before the time of dissolution and, in so far as effect cannot be given to such provision, then to some other charitable object.

## **12. Entire understanding**

This Agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between them. Each party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other term not forming part of this Agreement.

## **13. Notices and service**

- 13.1 Any notice or other information required or authorised by this Agreement to be given by any party to another may be given by hand or sent by first class pre-paid post, or e-mail means to the other party at the address provided for that type of communication.
- 13.2 Any notice or information given by post shall be deemed to have been given on the second day after it was posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid and posted, and that it has not been returned to the sender, shall be sufficient evidence that it has been duly given.
- 13.3 Any notice or other information sent by electronic means shall be deemed to have been duly sent on the date of transmission.
- 13.4 Service of any legal proceedings concerning or arising out of this Agreement shall be effected by

causing the same to be delivered to the party to be served at his main address, or to such other address as may from time to time be notified in writing by the party concerned.

#### **14. Miscellaneous matters**

- 14.1 In this Agreement, unless the context requires a different interpretation:
- 14.1.1 references to the masculine gender include the feminine and references to the singular includes the plural;
  - 14.1.2 the headings in this document are for reference only, and
  - 14.1.3 references to a numbered rule is a reference to the rule bearing the corresponding number in this Agreement.
- 14.2 If any term in this Agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as independent and severable from each other paragraph and therefore separately enforceable.

#### **15. Dispute resolution**

- 15.1 In the event of a dispute arising out of or in connection with this Agreement, the parties undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
- 15.2 Subject to clause 15(1), if any difference shall arise between any of the parties touching the meaning of this Agreement or the rights and liabilities of the parties, the same shall be referred to arbitration by a single arbitrator to be appointed, on the application of either side, by the President for the time being of the Law Society.

#### **16. Successors and assigns**

The obligations under this agreement shall be binding upon the personal representatives of the parties.

#### **17. Jurisdiction**

This Agreement shall be interpreted according to the Laws of England and the parties agree to submit to the exclusive jurisdiction of the English courts.

Signed by [signatory name]

Signed by [signatory name]

**Note from the TT meeting minutes – 15<sup>th</sup> Dec 2009**

- a. **Time Team Constitution -next steps.** After some consultation between Edward, Ian, Tonu and Ray before the meeting it was felt that the simplest format for our Constitution would be the 'Unincorporated Association' model i.e. a club. It would entail holding an AGM each year in April (anniversary of our formation) with a designated Chairman, Treasurer and Secretary who would be voted into office annually, and could hold these offices for a maximum continuous term of 3 years and could be voted into these positions by a minimum of 5no members. All members must be over the age of 16. Constitution rule changes could be proposed at the AGM for a vote but the proposed changes must be notified to all members 4 weeks prior to the AGM. It was agreed also that Membership subscriptions should be renewed at the AGM as this would allow budgeting of events and activities undertaken by the TT. Furthermore it was agreed to adopt the new constitution from January 1<sup>st</sup> 2010.

### **Note from the TT meeting minutes- January 27th 2015**

- b. 2015 Dig Feedback from HLF – members approval requested to the formal application for grant aid under the Our Heritage scheme - [this was given](#).

### **Note from the TT Meeting minutes – Feb 9<sup>th</sup> 2015**

Pt 5. It was felt that the Heritage Lottery Funds request for us to consider changing our constitution to ensure that our funds were only spent in pursuing our objectives and that if we were to be dissolved that any residual funds after paying all our debts should be passed to an organisation with similar objectives and controls were reasonable and should be adopted. This was the unanimous view of the Quorum, which was made up of founding members of the Time Team, two of which, Ian and Ray are the remaining members of the sub- committee formed to consider and recommend the original constitution.

Pt 6. As the changes were seen to be in line with the Time Teams objectives, the Chair was requested to change the Constitution with immediate effect and inform the Heritage Lottery Fund without delay.

The two clauses are as follows:-

#### **Powers**

The income and property of the Time Team, howsoever derived shall be applied solely towards the promotion of the objects of the Association as set forth in this Constitution and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or other distribution by way of profit to the members of the Association.

#### **Dissolution**

If upon the winding-up or dissolution of the Time Team there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Association but shall be given or transferred to some other charitable institution or institutions (whether corporate or not) having objects similar to the objects of the Time Team and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Time Team under or by virtue of this Clause hereof, such institution or institutions

to be determined by the members of the Time Team at or before the time of dissolution and, in so far as effect cannot be given to such provision, then to some other charitable object.

**Note from Heritage Lottery Fund February 10<sup>th</sup> 2015**

The HLF accepted our amended constitution on the condition that if we were successful the two new clauses would be incorporated into the body of the Constitution. Time Team members were informed of the HLF request and was accepted unanimously at monthly meetings on February 24<sup>th</sup> and March 24<sup>th</sup>