



Hughenden Valley
Village Hall

Constitution
of
Hughenden Valley Village Hall
and
King George V Field
Hughenden

January 2018

Constitution of the Hughenden Valley Village Hall and King George V Field Committee

Introduction

This constitution defines the principles and established precedents under which the **King George V Playing Field and Hughenden Valley Village Hall** is managed. This constitution takes into account several interested parties which have a governing and legislative interest in how the Village Hall and the surrounding King George V Playing Field is governed and maintained.

This constitution is pertaining to the following registered charity;

Hughenden Valley Village Hall and King George's Field - 300282

And is written with reference to the following;

Covenant dated October 1948

Conveyance documents dated 1948 and December 1950

The Charities Act 2011

Fields in Trust

Definitions

Covenant --- The legal document which defines the Governance of registered land, buildings and other assets owned and managed by the Charity.

Constitution --- The set of rules which order the day-to-day running of the registered land, buildings and other assets as defined in the Covenant

Committee — volunteers or appointed individuals who together are the decision-making executive body.

Trustees — Those members of the Committee who undertake the role of ensuring the **Charity** is operating and maintained in accordance with current legislation, and ensuring that the **Covenant** is upheld, and hold the legal responsibility for health and safety and proper management of the financial and management processes.

Officers — Appointed individuals undertaking the roles of Chairman, Secretary, Treasurer and Booking Secretary.

AGM — Annual General Meeting of the Charity, where the Committee resigns and a new Committee is elected. Constitutional changes can also be made at this meeting.

EGM— Extraordinary General Meeting which is similar to the **AGM** but it is not a scheduled and is called to rectify an issue or obtain changes that cannot wait until the **AGM**.

Hall — refers to both the large and small halls and ancillary buildings etc.

Field — Refers to the whole of the King George V Playing Field.

Charity — Refers to **Hughenden Valley Village Hall and King George’s Playing Field – 300282**

1948 — Refers to the legal **covenant and constitution** in which land was acquired by Hughenden Valley residents and how it is to be managed and maintained for future generations.

1950 — Refers to the 1950 conveyance document under which the land was split to preserve part of the field to the memory of King George V. The 1948 covenant still applies to the King George field. The area designated to **King George Playing Field** is detailed within the legal documentation.

Hughenden Valley and Bryants Bottom - Refers to:

The Hughenden Valley village boundary

The Bryants Bottom village boundary

The Church Farm development

The Hitchenden Farm development

Residents Cryers Hill Road as far as the white gates

Residents in the houses between Hughenden Valley and Bryants Bottom village boundaries, including houses along Hampden Road up to, but not including, Perks Lane.

The Objectives of the Charity

The main objectives of the **Charity** are:

To ensure the **Hall** and surrounding **Field** is managed and maintained with a legal and moral obligation and to ensure that the **Hall** and **Field** remain available for the current and future generations of Hughenden Valley.

To maintain the **Field** and plan for the purposes of a public playing field and recreation ground for the benefit and enjoyment of the public.

To preserve the **Field** in perpetuity for the purpose of a public playing field as a memorial to his late Majesty King George V under the provisions of the **King George V Playing Field Foundation**, and upon which Heraldic Panels, the official emblems of a **King George V Playing Field**, shall be displayed.

The Committee (1948)

Membership of the committee shall comprise of the **Trustees** and no more than **14 elected members**. The **Committee** will consist of:

- **Chairman, Treasurer, Secretary and Bookings Secretary as Officers.**
- One representative of each nonprofit, **Hughenden Valley organisation** that regularly uses the facilities (for example, football club, cubs, Beavers);
- The remainder of the **Committee** will be public representatives which would include one representative of the Hughenden Valley Residents Association;
- An open invitation will exist for an appointed member of the Hughenden Parish Council to attend the **Committee** meetings. To ensure no conflicts of interests, the position will be an advisory non-functionary with no voting rights on the **Committee**.

For the purpose of this document, 'regular users' are those non-commercial organisations using the facilities at least once per week outside the holiday periods of the normal school year, or non-commercial societies primarily operating for the benefit of local residents, such as Valley Friends, HAGA, etc., who may only meet monthly.

The structure of the **Committee** can be changed only at the **AGM** or an **EGM** but must always reflect the original constitution detailed in the **1948 Covenant**.

All committee members will be drawn from the residents of **Hughenden Valley and Bryants Bottom** and must be over the age of 18. **(1948)**

No political party, religion or pressure group may be represented on the **Committee (1948)**

Any **Trustee** or **Committee** member who leaves the village of **Hughenden Valley or Bryants Bottom** for more than three months shall cease to hold their position on the **Committee (1948)**

Election of Committee Members

The **officers** and public representative **Committee** members will be elected annually at the **AGM**. Each resident who attends the **AGM** will have one vote. Existing **Committee** members will stand down, but may stand for re-election. Each nominee must have a proposer and seconder. If there is a contest for a place on the **Committee**, then a secret ballot will be held. In the event of a tie, the Chairman will have a casting vote.

Trustees

Trustees form part of the **Committee** and are expected to participate fully in **Committee** meetings and as such will be elected and appointed by the **Committee. (1948)**

The number of **Trustees** will be no more than six and no less than two and will be nominated and appointed by the **Committee (1948)**.

All **Trustees** must be familiar with their legal responsibilities and personal liabilities as detailed by the Charity Commission prior to accepting the role. Each **Trustee** is responsible for keeping up to

date with changes to legislation and guidelines set by the Charity Commission. **Trustees** are responsible for the proper financial management and public safety of the general public who come into contact with the **Hall** and the **Field**.

The **Trustees** must also be aware of their legal obligations to the **1948 covenant, 1950 conveyancing document** and The Fields in Trust pertaining to the **Hall and Field (1948)**.

Any **Trustee** may retire by giving 2 months written notice to the Secretary, as so long as there **remains** more than 1 Trustee still appointed.

Any **Trustee** who has been deemed bankrupt or unfit to hold a directorship shall retire and will not be appointed as a **Trustee (1948)**

It should be noted that some **Trustees** are also registered **Trustees** for the Land Registry records for **the Hall and the Field**.

The minutes of all Trustees meetings must be presented to the Committee at its next meeting.

Resignations

In the event of a member of the **Committee** resigning or dying, a replacement member may be co-opted onto the **Committee** in the interval between **AGMs**. Co-opted members will be approved by **Committee** vote with a 3/2 majority. **(1948)**

Where an **Officer** resigns or dies, then the **Committee** may either appoint one of their number to the vacant post **or co-opt** a suitable person from outside the Committee.

Any **Trustee** that acts in an untrustworthy manner can be dismissed by the **Committee** by a 3/2 majority. (1948)

Personal Interest

No **Committee** member may receive money or benefits in kind for work done on the **Committee**, unless appointed to perform specific tasks for a specific payment by the direction of the **Committee**.

No Committee member may have a financial interest in supplying goods or services to the charities, unless specifically directed by the **Committee** for small tasks and as part of the normal tendering process for larger works.

No **Committee** member shall ever acquire or hold any interest in property of the **Charity**, unless as a **Trustee** of the **Charity**.

Annual General Meeting (AGM)

The **AGM** is will be held annually at the **Hall**, normally the evening of the first Monday in December.

The date and time of the **AGM** will be published at least **three weeks in advance** by means of notices in the local paper, the village magazine, the village web site and notice boards around the village, to encourage residents to attend.

Attendance at the **AGM** will be open to **all residents** within the village of **Hughenden Valley and Bryants Bottom**.

The **AGM** will appoint **auditors** for the accounts.

The **AGM** will be deemed valid to pass resolutions if there are at least twenty residents present. If less than twenty residents are present, the meeting will be adjourned for a later date.

Extraordinary General Meeting (EGM)

An **EGM** may be called by the **Trustees** or **Committee** to discuss issues or amendments to the **Constitution** when it is deemed inappropriate to wait until the next **AGM**. In addition, twenty residents of **Hughenden Valley and Bryants Bottom** who are eligible to vote at the **AGM** can also call an **EGM** by sending a request in writing to the **Secretary of the Committee**.

At least **two weeks' notice** must be given for an **EGM** and the event must be widely publicised.

An EGM has the same powers as an **AGM** and will normally only have one topic of discussion on the agenda.

Finances

All income and expenditure of the **Hall and Field** will be accounted for by the **Treasurer** of the **Committee**, who will keep a full set of **accounts**. These accounts will be audited by **the Auditor**, an independent person to ensure their veracity at the end of the accounting year (end September).

The **Officers of the Committee** can authorise general maintenance and consumable costs associated with the day to day running of the **Hall and Field** up to £500 for each activity. In addition to this the **Officers of the Committee** can authorise up to £500 per payment for operational spend. However, larger or project based spending may not be made unless approved by the **Committee**.

A **contingency fund** will be ring fenced and the amount agreed at the **AGM**. Currently the agreed amount is £20,000.

Where or when the Hall or Field becomes unavailable for use or a problem occurs that impacts the safety of the public or invalidates the public liability insurance, a minimum of 3 **Officers or Trustees** may authorise up to 50% of the contingency fund to rectify the problem without first referring to the **full Committee**. In these circumstances a formal **tendering process** would not be required but **more than one quote is required**. The decisions taken must be discussed and documented at the next **Committee** meeting.

No monies over the value of £250 may be paid by the **Treasurer** unless signed by at least one other **authorised signatory**. **Authorised signatories** will be voted at the **AGM** and will normally comprise the **Officers of the Committee**.

Any works carried out that exceed £1000 should be subjected to a tender process with at least two quotes being presented to the **Committee** for a decision.

The **Committee** may not authorise expenditure in excess of available and uncommitted bank funds without obtaining suitable indemnity insurance to protect the **Trustees** from personal liability.

The **Treasurer** will be responsible for preparing and presenting the **annual accounts** at the **AGM**, prior to submitting them to the **Secretary** who will file them with the Charity Commission (in line with the Commission's guidelines). The Treasurer will also prepare forecasts of income and expenditure to allow the committee to plan.

Powers

The Committee will decide on all:

- Issues that affect the maintenance and development of the **Hall and Field**
- Public Health and Safety
- Insurance of assets;
- Rules that affect the Hall and Field
- Hall hiring charges;
- Collecting all fees and arranging appropriate banking facilities
- Approval of all expenditure;
- The engagement and dismissal of any staff as considered necessary;
- To take appropriate action against any user not complying with the conditions of hire;
- The suitability or otherwise of co-opted members;
- Changes to the constitution (this document), but approval of the changes is to be agreed by the Committee before either an AGM or an EGM takes place.

Booking various parts of the whole Hall will be the responsibility of the Bookings Secretary. Priority always will be given to organisations and individuals that have strong connections with the village.

The **Committee** may appoint appropriate sub-committees to handle specific tasks, such as Fund Raising, Village Day, etc. All sub-committees will have in its membership at least one person on the **Committee**. All subcommittees are to be answerable only to the **Committee** and are to be considered part of that **Committee**.

The **Committee** may appoint a **President** and/or **Vice President** if required. Such tenures will be for life or until resignation or replacement. The positions are non-functionary with no voting rights on the **Committee**.

Monthly Meetings

The **Committee** will meet monthly, except in August, on the first Monday in the month, unless agreed otherwise at the previous meeting.

Decisions of the **Committee** require a majority vote with the **Chairman** having the casting vote in a tie situation **(1948)**

Seven Committee members shall be a quorum at any monthly meeting.

Minutes of Committee meetings will be written and circulated to members before the next meeting.

Power of Amendment

The **Covenant** defines the **Constitution**. Additions to or deletions from or interpretations of the Constitution may be amended at the **AGM** or at a specially convened **EGM**, provided that they are not contrary to the **Covenant** or any other guiding documents, and providing that every **Committee** member has had adequate occasion to discuss and vote on the proposed revisions.

Sufficient discussion time must be provided at the **AGM or EGM** and all proposed additions should be communicated to the Covenant holders, currently The Hopkins Estate Ltd.

Power of Dissolution

The **Committee** may vote to dissolve itself by a 3/2 majority vote after all efforts to perpetuate the **Committee** have been exhausted.

Upon such a vote taking place, the **Trustees** in conjunction with **The John Hopkins Estate Ltd** can sell the property and assets. The proceedings of any sale of the land and assets, will be donated to the Residents of Hughenden Valley once all debts and charity obligations have been met. **(1948)**