1. Name

The name of the FELTWELL PLAYGROUP is FELTWELL PLAYGROUP and is referred to as such throughout this Constitution.

2. Aims

The aims of FELTWELL PLAYGROUP are to enhance the development and education of children primarily under statutory school age by encouraging parents to understand and provide for the needs of their children through community groups and by:

a) offering appropriate play, education and care facilities' together with the right of parents to take responsibility for and to become involved in the activities of such groups, ensuring that such groups offer opportunities for all children whatever their race, culture, religion, means or ability;

b) encouraging the study of the needs of such children and their families and promoting public interest in and recognition of such needs in the local areas

3. Powers

To further its aim FELTWELL PLAYGROUP may:

a) employ paid and unpaid staff, agents and advisors as maybe required and offer staff training opportunities;

b) provide accommodation including buying, leasing or renting land or buildings;

c) provide equipment including hiring or acquiring assets of any kind;

d) sell, lease or otherwise dispose of all or any part of FELTWELL PLAYGROUP'S property subject to complying with applicable legislation;

e) raise money to pay for FELTWELL PLAYGROUP'S activities and set aside funds for special purposes or as reserves against future expenditure;

f) make such payments as shall be necessary;

g) fix and collect the fees payable in respect of children attending groups run by FELTWELL PLAYGROUP;

h) control the admission of children to the groups run by FELTWELL PLAYGROUP and if appropriate, require parents or guardians to withdraw them;

i) insure the property and assets of FELTWELL PLAYGROUP against any foreseeable risk and to take out other insurance policies to protect FELTWELL PLAYGROUP as required;

j) to provide indemnity insurance to cover the liability of the Committee Members which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to FELTWELL PLAYGROUP, provided that any such insurance shall not extend to any claim arising from any act or omission which the Committee Members knew to be a breach of trust or breach of duty or which was committed by the Committee Members in reckless disregard to whether it was a breach of trust or breach of duty or not provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the Committee Members in their capacity as Committee Members of FELTWELL PLAYGROUP;

k) take such actions and do other lawful things which may benefit FELTWELL PLAYGROUP or are necessary or desirable to enable FELTWELL PLAYGROUP to achieve its aims.

4. Membership

a) Membership shall be of two kinds:

i. *Family Membership* -

Parents or guardians of all children who attend FELTWELL PLAYGROUP and wish to support its aims.

ii. *Affiliate Members* -

Affiliate Membership is open to those individuals, persons or other bodies interested in supporting the aims of FELTWELL PLAYGROUP. They may join at any time with the agreement of the Committee, but they will not be entitled to become an Affiliate Member until FELTWELL PLAYGROUP have received the appropriate subscription (if any) set by the Committee. An Affiliate Member will be entitled to one vote at any General Meeting of FELTWELL PLAYGROUP.

b) Membership of FELTWELL PLAYGROUP will cease if the Member concerned:

i. gives written notice of resignation to FELTWELL PLAYGROUP;

ii. dies or in the case of an organisation ceases to exist;

iii. fails to pay their membership subscription (if any), or in the case of Family Members fails to pay their FELTWELL PLAYGROUP fees, within one month from the date on which it is due;

iv. is removed from membership by a resolution passed by a majority of the Members of the Committee on the grounds that they have acted in a way which brings FELTWELL PLAYGROUP into disrepute or has failed to abide by the rules of the Constitution. Before the Committee decides whether to remove the Member, the Committee will give the Member written notice of the misconduct or failure alleged to have occurred. The Member will have not less than 14 days in which to submit a written response to the notice. The Committee will have regard to this written response before making the final decision on whether or not to terminate their membership;

v. is an Affiliate Member whose membership is not renewed within 1 month of the date the subscription (if any) pertaining to their membership was set and received by the Committee.

c) Membership of FELTWELL PLAYGROUP is non-transferable.

d) Individual membership status may change if the Member's circumstances change during the year from a Family Member to an Affiliate Member.

5. The Committee

The overall management and control of FELTWELL PLAYGROUP will rest with the individual Members of FELTWELL PLAYGROUP'S management Committee ("the Committee"). As well as being responsible for the management of FELTWELL PLAYGROUP the Committee Members are also the charity trustees of FELTWELL PLAYGROUP.

a) The minimum number of Committee Members shall be 4 and the maximum shall be 10, including co-opted Members. The Committee shall consist of:

i. a Chair, a Treasurer and a Secretary ("the Officers"); and

ii. not less than 1 nor more than 7 other elected Members which could include - if the Committee so decides - up to 3 Members co-opted at any time after the AGM.

b) At least 50% of the Committee Members, including co-opted Members, shall at the time of election or co-option be Family Members. In the event that this 50% figure cannot be achieved, FELTWELL PLAYGROUP may elect Affiliate Members to the Committee. Where an individual is elected as a Committee Member it is that individual who is the Committee Member and charity trustee and no other individual with whom they share Family Membership or Affiliate Membership shall be entitled to stand in their place at Committee meetings or have any other rights as a Committee Member.

i. Committee Members shall be elected for one year at the Annual General Meeting (AGM). Retiring Committee Members are eligible for re-election unless they have already served on the Committee in any capacity for ten consecutive years - however, if the Committee so wishes, Members may continue to serve on the Committee for any number of years if requested to do so by 51% of the Committee Members;

ii. Co-opted Members may join at any time on the invitation of the Committee but shall retire at the next Annual General Meeting.

iii. In the event of the death or resignation of an elected Committee Member, the vacancy may be filled until the next AGM.

c) All Committee Members shall have one vote at meetings. In the event of a tie, the Chair has a second or casting vote.

d) A quorum for meetings shall be not less than half the Committee, including any 1 Officer.

e) All Members shall be eligible to stand for election to the Committee, except ordinarily a Member who is also a paid employee of FELTWELL PLAYGROUP. A Member who is a paid employee of FELTWELL PLAYGROUP may however be eligible for election to the Committee subject to the following conditions being satisfied:

i. No Committee Member may be paid for services provided to FELTWELL PLAYGROUP that form part of their duties as a Committee Member and trustee of FELTWELL PLAYGROUP;

ii. Any services which are provided by a Member who is a paid employee to FELTWELL PLAYGROUP must be the subject of a written agreement between the individual and FELTWELL PLAYGROUP on such terms as are considered by the Committee to be in the interests of FELTWELL PLAYGROUP and have been approved by a resolution of the Committee;

iii. The amount of the remuneration for such services are what is reasonable in the circumstances and do not exceed the amount that is customarily paid by FELTWELL PLAYGROUP to other persons who are not Committee Members for such services;

iv. In exceptional circumstances with the agreement of 100% of the Committee, gratuity payments or a remuneration amount may be made to an Officer who has been in office for a minimum of 2 continuous years, to retain them for the benefit of FELTWELL PLAYGROUP; and

v. Not more than a minority of Committee Members may at any time be the subject of such arrangements with FELTWELL PLAYGROUP and no such Committee Members shall vote on or sit in any Committee meeting at which any matters concerning any such agreement relating to the provision of their services to FELTWELL PLAYGROUP is considered by the Committee.

f) At the AGM, Committee Members will elect the Members who will act as Chair, Treasurer and Secretary.

g) In the event of there being more than the maximum number of Members wishing to join the Committee at the AGM those candidates receiving the highest number of votes from the Members will be appointed.

h) The term of office of any Committee Member will automatically cease:

i. if he or she is not re-elected or re-appointed in accordance with the provisions of this clause 5;

ii. if they are disqualified under the Charities Acts from acting as a charity trustee;

iii. if they are incapable whether mentally or physically of managing his or her own affairs;

iv. if they resign (but only if at least 3 other elected Members of the Committee will remain in office);

v. if they are removed from the Committee by a resolution passed by a majority of the Members of the Committee on the grounds that they have acted in a way which brings or is likely to bring FELTWELL PLAYGROUP into disrepute or he/she has failed to abide by the rules of the Constitution. Before the Committee decides whether to remove the Committee Member, the Committee will give him/her written notice of the misconduct or failure alleged to have occurred. The Committee Member will have not less than

14 days in which to submit a written response to the notice. The Committee will have regard to this written response before making the final decision on whether or not to remove him/her from the Committee.

6. Proceedings of the Committee

a) The Committee shall hold at least 3 meetings each year unless the Committee shall decide by simple majority to hold a further meeting or meetings either in person or electronically.

b) Every issue considered at Committee meetings may be determined by a simple majority of the votes cast at the meeting. A written resolution signed by all Members of the Committee is as valid as a resolution passed in a meeting.

c) A Committee Member must absent himself or herself from any discussions of the Committee in which it is possible that a conflict of interest may arise between his or her duty to act solely in the interest of FELTWELL PLAYGROUP and any personal interest (including but not limited to any personal financial interest) which the Committee Member may have in the matter under consideration and take no part in any vote on the matter.

7. General Meetings

a) An AGM shall be held in the AUTUMN term each year.

b) Each AGM will be chaired by the Chair or in their absence another Officer and will:

i. receive the accounts of FELTWELL PLAYGROUP for the previous financial year (usually via the treasurer);

ii. receive an annual report from the Committee (usually via the secretary);

iii. elect the new Members of the Committee;

iv. transact any other business as necessary.

c) An Extraordinary General Meeting (EGM) may be called at any time at the request of the Committee or not less than one quarter of the Members;

i. The Secretary or Chair shall post a note of the date, time and place of each AGM and any EGM on the notice boards at FELTWELL PLAYGROUP;

ii. If the Committee does not call an EGM within two months of a proper request to do so, any Member may call the meeting by putting up a notice in a conspicuous place at FELTWELL PLAYGROUP.

d) The quorum for a General Meeting shall be 50% of the Members or 2 Members, whichever is the greater. If fewer attend, a new meeting must be called. If at the adjourned meeting a quorum is again not present within 30 minutes of the appointed start time then the Members present shall constitute a quorum.

e) Proposals may be put forward by any Member and all proposals put to a vote shall be decided by a simple majority of votes cast, except proposals to amend the Constitution or to dissolve FELTWELL PLAYGROUP which shall require 100% of the Members present at the meeting to vote in favour.

f) A copy of any amended Constitution must be sent to the Charity Commission within one month of any changes being made.

9. Finance

a) The Committee will ensure that FELTWELL PLAYGROUP complies with the requirements of the Charity Act as to the keeping of financial records, the auditing of accounts and the preparation and transmission to the Charity Commission of:

i. annual reports;

ii. annual returns;

iii. annual statements of account.

b) The accounting records shall, in particular contain:

i. Entries showing from day to day all income and expenses and the matters in respect of which the receipt and expenditure took place; and

ii. A record of the assets (e.g. money, goods and property) held and any monies owed by FELTWELL PLAYGROUP.

c) The FELTWELL PLAYGROUP may open one , but n more than two bank accounts, all of which will be in the name of FELTWELL PLAYGROUP.

d) At each meeting of the Committee the Treasurer (or their representative) shall present an up to date report of monies held in any accounts FELTWELL PLAYGROUP holds.

i. At the AGM the Treasurer (or their representative) shall present an up to date written statement of accounts, acceptance of which shall be recorded in the minutes.

e) All accounting records relating to FELTWELL PLAYGROUP shall be available for inspection by any member of the Committee at any time and will be available for inspection by Members at the discretion of the Committee.

f) All cheques shall be signed by at least one Officer, one of whom shall normally be the Chair. On-line banking may be set up and access given to at least one Officer, one of whom shall normally be the Chair.

g) A debit card may be issued to the Chair and one other representative to use as payment for weekly provisions, new or replacement resources as needed or anything else whereby payment by debit card is easier. At all times a receipt should be provided for recording the transaction.

h) The committee may resolve to set aside income as a reserve against future expenditure.

10. Minutes

a) The Committee will keep minutes of all proceedings at all meetings of FELTWELL PLAYGROUP and of the Committee. These records should be kept indefinitely. The minutes shall record:

i. The names of everyone present at the meeting:

ii. Any matters discussed at the meetings;

iii. The decisions made at the meetings;

iv. Where appropriate, the reasons for and against any actions arising from the decisions; and

v. Any other material details regarding the meeting.

11. Dissolution

a) If the Committee resolves that the aims of FELTWELL PLAYGROUP can no longer be fulfilled, the Committee will convene an EGM to consider the winding up and dissolution of FELTWELL PLAYGROUP.

b) The Extraordinary General Meeting will be held where 100% of the Committee can attend.

c) If the EGM referred to in paragraph 11 a) decides by a two thirds majority of the Members present and voting, that FELTWELL PLAYGROUP should be wound up, the Committee in consultation with the FELTWELL PLAYGROUP Learning Alliance shall transfer all of the assets of FELTWELL PLAYGROUP (subject to the satisfaction of all debts and liabilities of FELTWELL PLAYGROUP) in accordance with paragraph 10 d) below.

d) If FELTWELL PLAYGROUP is wound up or dissolved and after all of its debts and liabilities have been satisfied there remains any property or assets, these shall be applied in one or more of the following ways:

i. Sold at a reasonable and acceptable price and this money then banked with any other FELTWELL PLAYGROUP funds which can then be distributed in the same way as property or assets (as in paragraph 10. d) ii/iii/iv or v);

ii. Money shall remain in a bank account for the future re-opening of FELTWELL PLAYGROUP or of a new FELTWELL PLAYGROUP in the same area and with shared aims as the current. In agreement with the

Committee the names of no less than two and no more than four holding trustees will remain as signatories for this account.

iii. Transferred to another preschool whose aims are similar to those of FELTWELL PLAYGROUP;

This constitution was approved by the Committee Members of FELTWELL PLAYGROUP at a General Meeting held on Wednesday, 3 July 2019.

Signed (Chair): .....*J. Irving*.....……

Print Name: .....Jonathan Irving…….....

Signed (Other): .....*M. Gallagher*..... Position: .....Secretary.....

Print Name: .....Merle Gallagher.....