

CONSTITUTION OF THE GLAMORGAN BIRD CLUB

1. Name

The name of the **Club** shall be "The Glamorgan Bird Club", hereinafter called "the Club".

2. Objects and Powers

2.1. The Club's Objects are:

- (a) to advance the education of the people of Glamorgan and the surrounding area in the study of birds and the science of ornithology.
- (b) to benefit the community of Glamorgan and the surrounding area by contributing to the conservation of birds through research and the publication of results, including an annual Bird Report, by practical projects and by encouraging and working in partnership with others with similar interests.

2.2. Powers

In order to further the Objects (but not for any other purpose) the Committee may:

- (a) raise funds by any lawful means, including accepting gifts and contributions to the Club. In doing so, the Committee must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations;
- (b) borrow money and charge the whole or any part of the property belonging to the Club as security for repayment of the money borrowed;
- (c) promote and carry out or assist in promoting and carrying out research, surveys and investigations;
- (d) arrange and provide for, or join in arranging and providing for, the holding of exhibitions, meetings, lectures, classes, seminars and training courses;
- (e) establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;
- (f) collect and maintain appropriate records of bird observation in the Club's recording area and, at the discretion of the Club Committee, make these available, gratuitously or otherwise to individuals and bodies with a legitimate interest;
- (g) determine the boundaries of the recording area referred to in sub-clause (f) of this Clause and sub-clause 1(c);
- (h) procure to be written and print, publish, issue and circulate gratuitously or otherwise the annual Bird Report and such papers, books, periodicals, pamphlets, other documents, films, recorded tapes, other electronic or similar disks or archival material as shall further such objects;
- (i) purchase, take on lease or in exchange, hire or otherwise acquire any property and any rights and privileges necessary for the promotion of such objects and construct, maintain and alter any buildings or erections necessary for the work of the Club;
- (j) make regulations for any property which may be so acquired;
- (k) sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Club. In exercising this power, the Committee must comply as appropriate with sections 36 and 37 of the Charities Act 1993;
- (l) invest the money of the Club not immediately required for such objects in or on

such investments, securities or property as may be thought fit, subject nevertheless to such , conditions (if any) as may for the time being be imposed or required by law;

- (m) co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
- (n) acquire, merge with or enter into any partnership or joint venture arrangement with any other Charity formed for any of the Objects;
- (o) obtain and pay for such goods and services as are necessary for carrying out the work of the Club;
- (p) do all such other lawful things as are necessary for the attainment of the Club's Objects.

3. Membership

3.1. **Membership of the Club** shall be open to all, with the following membership classes:

- (a) individuals of 16 years of age and over ("ordinary members");
- (b) families ("family members");
- (c) those persons normally attracting a concessionary rate, such as full time students, retired persons of age 60 or over, individuals aged 15 yrs or less, and unemployed adults ("concessionary members");
- (d) Clubs and organisations wishing to affiliate ("corporate membership");
- (e) members who have given distinguished service to the Club and, on a vote taken at an Annual General Meeting, are excused paying further subscriptions ("honorary members").

3.2. Subscriptions.

- (a) Membership of the Club, other than for "honorary members", shall be conditional on payment of an annual subscription whose level may be decided by vote from time to time at a Special, or Annual, General Meeting of the Club. At least 14 clear days notice in writing of any proposed change to the subscription level shall be sent by the Secretary to each member of the Club.
- (b) Subscriptions shall be due on the first day of April each year.
- (c) New members who join the Club on or after the 25th day of December will have their membership extended to include the following full membership year as well as the remainder of the current membership year.
- (d) To remain "in good standing" and be entitled to the members' privileges described in Clause 3.3, members must not owe the Club any subscription or other due amount.
- (e) The committee may resolve to excuse a member from paying subscriptions for any particular membership year.

3.3. Members' Privileges

- (a) Every class of member shall be entitled to attend General Meetings of the Club. Family membership will entitle a maximum of two person aged over-16, whose names are registered as members of the Club, to each cast a vote. All other membership classes will be entitled to one vote per membership.
- (b) Every membership shall be entitled to receive one free copy of the annual Bird Report and of such Club newsletters or publications as the Committee deems appropriate.
- (c) Members shall have access to the financial records of the Club, and to any

library holdings and bird records, at a time convenient to the holder of such records.

- (d) Areas of the Club's web site may be made available solely to members, as determined by the Committee from time to time.

3.4. Termination of Membership.

Membership is terminated if:

- (a) the member dies or, if it is an organisation, ceases to exist;
- (b) the member resigns by written notice to the Club unless, after the resignation, there would be less than two members;
- (c) any sum due from the member to the Club is not paid in full within four months of it falling due;
- (d) the member is removed from membership by a resolution of the Committee that it is in the best interests of the Club that his or her membership is terminated. A resolution to remove a member from membership may only be passed if:
 - (i) the member has been given at least twenty one days' notice in writing of the Committee Meeting at which the resolution will be proposed and the reasons why it is to be proposed;
 - (ii) the member and, at the option of the member, the member's friend or representative (who need not be a member of the Club) has been allowed to make representations to the meeting.
 - (iii) the Committee shall give good and sufficient reason for bringing such a resolution. Bringing the Club into disrepute or acting contrary to the Objects of the Club could constitute such reason.

4. Committee

- (a) Subject as mentioned below the policy and general management of the affairs of the Club shall be directed by a Committee ("the Committee") which shall meet not less than twice a year and shall consist of not less than 9 and not more than 12 members and these will include a Chairperson, Secretary and Treasurer.
- (b) The members of the Committee shall be elected at the Annual General Meeting of the Club in accordance with clause 5.
- (c) Election to the Committee shall be for three years.
- (d) Any casual vacancy in the Committee may be filled by the Committee and any person appointed to fill such a casual vacancy shall hold office until the conclusion of the next Annual General Meeting of the Club and shall be eligible for election at that meeting.
- (e) Other members or persons may be invited to attend committee meetings in a non-voting capacity.
- (f) Members of the Committee shall be at least 18 years of age and not disqualified in law from acting as a charitable trustee.
- (g) The Committee may appoint such special or standing Sub-Committees as may be deemed necessary by the Committee and shall determine their terms of reference, powers, duration and composition. All acts and proceedings of such special or standing Sub-Committees shall be reported back to the Committee as soon as possible.
- (h) A Committee Member shall cease to hold office if he or she:
 - (i) is disqualified from acting as a Trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision); or

- (ii) ceases to be a member of the Club; or
 - (iii) becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs; or
 - (iv) resigns as a Committee Member by notice to the Club (but only if at least two Committee Members will remain in office when the notice of resignation is to take effect); or
 - (v) is absent without the permission of the Committee from all their meetings held within a period of six consecutive months and the Committee resolves that his or her office be vacated.
- (i) If the Club acquires charitable status in law, the voting members of the Committee shall be the Trustees of the Charity.

5. Meetings of the Club

- (a) An Annual General Meeting (AGM) of the Club shall be held at such time (not being more than 15 months after the holding of the preceding Annual General Meeting) and place as the Committee shall determine. At least 21 clear days notice shall be published and given by the Committee/Secretary to each member. At such Annual General Meeting the business shall include the election of honorary officers, the election of members to serve on the Committee, the appointment of an auditor or auditors, the consideration of an annual report of the work done by or under the auspices of the Committee and of the audited accounts; and the transaction of such other matters as may from time to time be necessary;
- (b) A Special General Meeting (SGM) of the Club can be called either:
- (i) by the Chairperson at any time at his discretion; or
 - (ii) by the Secretary within 21 days of receiving a request so to do signed by not less than 12 full members in good standing of any membership class, and giving reasons for the request.

6. Nominations of honorary officers and Committee members

Nominations for honorary officers or members of the Committee must be made by full members of the Club in writing and must be received by the Secretary at least five days before the Annual General Meeting. Nominations may also be taken from the floor at the AGM itself. Should nominations exceed vacancies, election shall be by ballot. All nominations whether written or from the floor, shall be backed by a proposer and seconder who shall be full members of the Club. Written nominations must be signed by the nominee, proposer and seconder and nominations from the floor shall be with the express permission of the nominee.

7. Rules of procedure at all meetings

7.1. Quorum

The quorum at a General Meeting of the Club shall be 15 members or in the case of the Committee or of any Committee appointed under clause 4(g) one third of the total membership of the Committee or such other number as the Club may in general meeting from time to time determine;

If a quorum is not present within half an hour from the time appointed for the meeting, or, during a meeting a quorum ceases to be present, the meeting shall be adjourned to such time and place as the Committee shall determine. The Committee must re-convene the meeting and must give at least seven clear days' notice of the re-

convened meeting stating the date time and place of the meeting. If no quorum is present at the re-convened meeting within fifteen minutes of the time specified for the start of the meeting, the members present at that time shall constitute the quorum for that meeting.

7.2. Voting

Save as otherwise provided, all questions arising at any meeting shall be decided by a simple majority of those present and entitled to vote. No person shall exercise more than one vote notwithstanding that he or she may have been appointed to represent two or more interests, but in case of an equality of votes the Chairperson of the meeting shall have a second or casting vote

7.3. Minutes

Minutes shall be kept by the Committee and all other Committees and the appropriate secretary shall maintain records of all proceedings and resolutions.

7.4. Chair of The Meeting

- (a) General meetings shall be chaired by the person who has been elected as Chairperson of the Club.
- (b) If there is no such person, or he or she is not present within fifteen minutes of the time appointed for the meeting, a Committee Member nominated by the Committee shall chair the meeting.
- (c) If there is only one Committee Member present and willing to act, he or she shall chair the meeting.
- (d) If no Committee Member is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the members present and entitled to vote must choose one of their number to chair the meeting.

7.5. Adjournments

- (a) The members present at a meeting may resolve that the meeting shall be adjourned.
- (b) The person who is chairing the meeting must decide the date time and place at which meeting is to be re-convened unless those details are specified in the resolution.
- (c) No business shall be conducted at an adjourned meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.
- (d) If a meeting is adjourned by a resolution of the members for more than seven days, at least seven clear days' notice shall be given of the re-convened meeting stating the date time and place of the meeting.

7.6. Representatives of Other Bodies

- (a) Any organisation that is a member of the Club may nominate any person to act as its representative at any meeting of the Club.
- (b) The organisation must give written notice to the Club of the name of its representative. The nominee shall not be entitled to represent the organisation at any meeting unless the notice has been received by the Club. The nominee may continue to represent the organisation until written notice to the contrary is received by the Club.
- (c) Any notice given to the Club will be conclusive evidence that the nominee is entitled to represent the organisation or that his or her authority has been revoked. The Club shall not be required to consider whether the nominee has been properly appointed by the organisation.

8. Finance

8.1. Club monies and accounts

- (a) The Treasurer shall keep proper accounts of the finances of the Club.
- (b) The accounts shall be audited at least once a year by the auditor or auditors appointed at the Annual General Meeting.
- (c) An audited statement of the accounts for the last financial year shall be submitted by the Committee to the Annual General Meeting.
- (d) The Committee shall operate such bank and/or building society or other account or accounts as the Committee shall from time to time deem necessary for the efficient running of the Club and these account[s] shall be maintained by the Treasurer.
- (e) All assets and accounts shall be held in the name of the Club and not in those of individual members.
- (f) The Committee shall authorise in writing the Treasurer and two other members of the Committee to sign cheques or otherwise authorise equivalent electronic payments, on behalf of the Club, and a minimum of two signatories or electronic authorisations shall be given for each transaction for which signatories or authorisations are required.

8.2. Annual Report and Return and Accounts

The Committee must comply with any obligations under the Charities Act 1993 with regard to:

- (a) the keeping of accounting records for the Club;
- (b) the preparation of annual statements of account for the Club;
- (c) the transmission of the statements of account, an annual report and an annual return to the Charity Commission for England and Wales (“The Commission”) if the income of the Club exceeds the threshold for such returns and the Club is registered with the Commission.

9. Application of the Income and Property

- (a) The income and property of the Club shall be applied solely towards the promotion of the Objects.
- (b) A Committee Member, or any other person acting on the proper instruction of the Committee, may pay out of, or be reimbursed from, the property of the Club reasonable expenses properly incurred by him or her when acting on behalf of the Club. Wherever possible, and in all cases where the expenditure exceeds £100, such expenditure must be authorized in advance by the Committee.
- (c) None of the income or property of the Club may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Club. This does not prevent:
 - (i) a member who is not also a Committee Member from receiving reasonable and proper remuneration for any goods or services supplied to the Club;
 - (ii) a Committee Member from: buying goods or services from the Club upon the same terms as other members or members of the public; or from receiving a benefit from the Club in the capacity of a beneficiary of the Club, provided that the Committee Members comply with the provisions of sub clause (d) of this clause, or as a member of the Club and upon the same terms as other members;
 - (iii) the purchase of indemnity insurance for the Committee Members against any liability that by virtue of any rule of law would otherwise attach to a Committee Member or other officer in respect of any negligence, default

breach of duty or breach of trust of which he or she may be guilty in relation to the Club but excluding:

- fines;
- costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Committee Member or other officer; and
- liabilities to the Club that result from conduct that the Committee Member or other officer knew or ought to have known was not in the best interests of the Club or in respect of which the person concerned did not care whether that conduct was in the best interests of the Club or not.

(d) A Committee Member may:

- (i) sell goods, services or any interest in land to the Club;
- (ii) be employed by or receive any remuneration from the Club;
- (iii) receive any other financial benefit from the Club,

if :

- (iv) the benefit is permitted by sub-clause (c) of this clause; or
- (v) the benefit is authorised by the Committee Members in accordance with the conditions in sub-clause (e) of this clause.

(e) If it is proposed that a Committee Member should receive a benefit from the Club that is not already permitted under sub-clause (b) of this clause, he or she must:

- (i) - declare his or her interest in the proposal;
- (ii) - be absent from that part of any meeting at which the proposal is discussed and take no part in any discussion of it;
- (iii) - not be counted in determining whether the meeting is quorate;
- (iv) - not vote on the proposal.

(f) In cases covered by sub-clause (d) of this clause, those Committee Members who do not stand to receive the proposed benefit must be satisfied that it is in the interests of the Club to contract with or employ that Committee Member rather than with someone who is not a Committee Member and they must record the reason for their decision in the minutes. In reaching that decision the Committee Members must balance the advantage of contracting with or employing a Committee Member against the disadvantage of doing so (especially the loss of the Committee Member's services as a result of dealing with the Committee Member's conflict of interest).

(g) The Committee Members may only authorise a transaction falling within paragraphs d(i)–(iii) of this clause if the Committee Member body comprises a majority of Committee Members who have not received any such benefit.

(h) If the Committee Members fail to follow this procedure, the resolution to confer a benefit upon the Committee Member will be void and the Committee Member must repay to the Club the value of any benefit received by the Committee Member from the Club.

(i) A Committee Member must absent himself or herself from any discussions of the Committee Members in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Club and any personal interest (including but not limited to any personal financial interest) and take no part in the voting upon the matter.

(j) In this Clause 9, "Committee Member" shall include any person, firm or company connected with the Committee Member.

10. Alterations to the Constitution

- (a) Subject to the further provisions of this clause, the Constitution may be altered by a resolution receiving the assent of not less than two-thirds of the full members of the Club, whether individual or representative, present and voting at a meeting specially called for the purpose provided that notice of any such alteration shall have been received by the Secretary in writing not less than 28 clear days before the meeting at which the alteration is to be brought forward. At least 14 days' notice of such a meeting setting forth the terms of the alteration to be proposed shall be sent by the Secretary to each member of the Club, in accordance with Clause 14 (Notices)
- (b) No amendment may be made to Clause 2 (Objects and Powers) if the change would not be within the reasonable contemplation of the members of or donors to the Club
- (c) No amendment may be made to Clause 13 (Dissolution) or this Clause (Alterations to the Constitution)
- (d) No amendment shall be made which would be illegal
- (e) No amendment may be made that would have the effect of making the Club cease to be a Charity at law;
- (f) After any such adoption of a revised constitution, the new constitution document must be dated and signed by all the charitable trustees i.e. the Committee, and, if the Club has charitable status, the trustees must promptly send the revised constitution to the Charity Commission for England and Wales ("The Commission").

11. Indemnity

The Glamorgan Bird Club may indemnify and keep indemnified every Committee Member, Officer or servant of the Glamorgan Bird Club from and against all claims, demands, actions and proceedings (and all costs and expenses in connection therewith or arising therefrom) made and brought against the Glamorgan Bird Club or him/her, either alone or jointly with the Glamorgan Bird Club or otherwise arising out of or in connection with the development of the Glamorgan Bird Club or the equipment and materials, provided in connection therewith or any part thereof by any persons. The Honorary Treasurer may effect a policy of insurance in respect of the indemnity aforementioned, having regard to the provisions of Clause 9(c).

12. Irregularities in Proceedings

- (a) Subject to sub-clause (b) of this clause, all acts done by a Committee Meeting shall be valid notwithstanding the participation in any vote of a Committee member:
 - (i) who was disqualified from holding office; or
 - (ii) who had previously retired or who had been obliged by the constitution to vacate office; or
 - (iii) who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise

if, without:

- the vote of that Committee member; and
- that Committee member being counted in the quorum,

the decision has been made by a majority of the Committee member at a quorate meeting.

- (b) Sub-clause (a) of this clause does not permit a Committee member to keep any benefit that may be conferred upon him or her by a resolution of the Committee if the resolution would otherwise have been void.
- (c) No resolution or act of
 - (i) the Committee
 - (ii) any sub-Committee
 - (iii) the Club in general meeting

shall be invalidated by reason of the failure to give notice to any Committee member or member of the Club or by reason of any procedural defect in the meeting unless it is shown that the failure or defect has materially prejudiced a member or the beneficiaries of the Club.

13. Dissolution

- (a) If the Committee, by a simple majority, decides at any time that on the ground of expense or otherwise it is necessary or advisable to dissolve the Club, it shall call a meeting of all members of the Club who have the power to vote of which meeting not less than 21 days notice (stating the terms of the resolution to be proposed) shall be given. If such decision shall be confirmed by a simple majority of those present and voting at such meeting the Committee shall have power to dispose of any assets held by or on behalf of the Club. Any assets remaining after the satisfaction of any proper debts and liabilities shall be given or transferred to such other charitable institution or institutions having objects similar to the objects of the Club as the Committee may determine. For the avoidance of doubt, similar objects include the study and conservation of nature and institutions to which assets may be dispersed include the National Museum of Wales (records and minutes), local wildlife trusts belonging to the Royal Society of Wildlife Trusts, the South East Wales Biodiversity Record Centre (SEWBReC) and ornithological societies. Alternatively, assets may be given or transferred in such other manner as the Charity Commission for England and Wales (“The Commission”) may approve in writing in advance.
- (b) In no circumstances shall the net assets of the Club be paid to or distributed among the members of the Club (except to a member that is itself a Charity or is included in the organisations listed in sub clause (a) of this Clause). The Committee must notify the Commission promptly that the Charity has been dissolved.
- (c) If the Committee are obliged to send the Club’s accounts to the Commission for the accounting period which ended before its dissolution, they must send the Commission the Club’s final accounts.

14. Notices

- (a) Any notice required by this constitution to be given to or by any person must be:
 - (i) in writing; or
 - (ii) if the intended recipient has given an address for electronic communication, given using electronic communications in a format which may be printed;unless the Constitution specifies to the contrary.

- (b) The Club may deliver any notice to a member either:
 - (i) personally; or
 - (ii) by sending it by post in a prepaid envelope addressed to the member at his or her address; or
 - (iii) by leaving it at the address of the member; or
 - (iv) by giving it using electronic communications to the member's address.
- (c) A member who does not register an address with the Club or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Club.
- (d) A member present in person at any meeting of the Club shall be deemed to have received notice of the meeting and of the purposes for which it was called.
- (e) Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- (f) Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given.
- (g) A notice shall be deemed to be given 48 hours after the envelope containing it was posted or, in the case of an electronic communication, 48 hours after it was sent.

15. Rules

- (a) The Committee may from time to time make rules for the conduct of their business.
- (b) The rules may regulate the following matters but are not restricted to them:
 - (i) the admission of members of the Club (including the admission of organisations to membership) and the rights and privileges of such members;
 - (ii) the conduct of members of the Club in relation to one another;
 - (iii) the procedure at general meeting and meetings of the Committee in so far as such procedure is not regulated by this Constitution;
 - (iv) the keeping and authenticating of records. (If regulations made under this clause permit records of the Club to be kept in electronic form and require a Committee Member to sign the record, the regulations must specify a method of recording the signature that enables it to be properly authenticated.)
 - (v) generally, all such matters as are commonly the subject matter of the rules of an unincorporated association.
- (c) Such rules take immediate effect on being passed by the Committee.
- (d) The Club in general meeting has the power to alter, add to or repeal the rules.
- (e) The Committee members must adopt such means as they think sufficient to bring the rules to the notice of members of the Club.
- (f) The rules shall be binding on all members of the Club. No rule shall be inconsistent with, or shall affect or repeal anything contained in, this constitution.

As agreed by vote at the General Meeting held at Kenfig on September 8th, 2008 and signed by the following members of the Committee:

(Names and signatures of Committee members)

and further amended by motions carried at the Annual General Meeting held at Kenfig on April 28th, 2009.