

YORK GEORGIAN SOCIETY

Constitution

(adopted 6 December 2008; amended 15 October 2017)

1 NAME

The name of the **Society** is York Georgian Society.

2 OBJECTS

The **Objects** of the **Society** are for the benefit of the public:

- 2.1 to encourage the conservation, restoration and maintenance of **Georgian** buildings or buildings with **Georgian** aspects of architectural merit with special but not exclusive reference to the City of York and its neighbourhood; and the prevention of disfigurement or injurious affection to settings and other features of **Georgian** character with special but not exclusive reference to the City of York and its neighbourhood;
- 2.2 to promote, or assist in the promotion of, interest and education in, and knowledge and learning of all aspects of **Georgian** architecture, arts, culture and society with special but not exclusive reference to the City of York and its neighbourhood.

3 POWERS

The **Society** has the following powers, which may be exercised only in promoting the **Objects**:

- 3.1 To promote or carry out research.
- 3.2 To provide advice.
- 3.3 To publish or distribute information.
- 3.4 To organise or support the organisation of lectures, seminars, conferences, visits and other educational activities.
- 3.5 To co-operate with other bodies.
- 3.6 To support, administer or set up other charities.
- 3.7 To raise funds (but not by means of **taxable trading**).
- 3.8 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the **Charities Acts**).
- 3.9 To acquire or hire property of any kind.
- 3.10 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the **Charities Acts**).
- 3.11 To make grants or loans of money and to give guarantees.

- 3.12 To set aside funds for special purposes or as reserves against future expenditure.
- 3.13 To deposit or invest in funds in any manner (but to invest only after obtaining such advice from a **financial expert** as the **Trustees** consider necessary and having regard to the suitability of investments and the need for diversification).
- 3.14 To delegate the management of investments to a **financial expert**, but only on terms that:
- 3.14.1 the investment policy is recorded **in writing** for the **financial expert** by the **Trustees**.
 - 3.14.2 every transaction is reported promptly to the **Trustees**;
 - 3.14.3 the performance of the investments is reviewed regularly with the **Trustees**;
 - 3.14.4 the **Trustees** are entitled to cancel the delegation arrangement at any time;
 - 3.14.5 the investment policy and the delegation arrangement are reviewed at least once a **year**;
 - 3.14.6 all payments due to the **financial expert** are on a scale or at a level which is agreed in advance and are reported promptly to the **Trustees** on receipt;
 - 3.14.7 the **financial expert** must not do anything outside the powers of the **Trustees**.
- 3.15 To insure the property of the **Society** against any foreseeable risk and take out other insurance policies to protect the **Society** when required.
- 3.16 To pay for **indemnity insurance** for the **Trustees**.
- 3.17 Subject to sub-clause 9.3, to employ paid or unpaid agents, staff or advisers.
- 3.18 To enter into contracts to provide services to or on behalf of other bodies.
- 3.19 To establish or acquire subsidiary companies to assist or act as agents for the **Society**.
- 3.20 To do anything else within the law which promotes or helps to promote the **Objects**.

4 MEMBERSHIP

- 4.1 Membership is open by application and payment of subscription to any individual or organisation interested in promoting the **Objects**. The **Trustees** may at their discretion and for proper cause decline to accept an application for **membership** if they consider it to be in the best interests of the **Society** to do so.
- 4.2 The **Trustees** may establish different classes of **membership**, prescribe their respective privileges and duties and set the amounts of any subscriptions without reference to the **membership**. Details of current classes of **membership** should be made readily available to members and others and members should be promptly informed of any changes by whatever means the **Trustees** consider appropriate
- 4.3 The **Trustees** must keep a register of members.

- 4.4 A **member** whose subscription is six **months** in arrears ceases to be a **member** but may be reinstated on payment of the amount due.
- 4.5 A **member** may resign by **written** notice to the **Society**.
- 4.6 The **Trustees** may by resolution terminate the **membership** of any **member** on the ground that in their reasonable opinion the **member's** continued **membership** would be harmful to the **Society**. The **Trustees** may pass such a resolution only after notifying the **member in writing** and considering the matter in the light of any **written** representations which the **member** puts forward within fourteen clear days after receiving notice.
- 4.7 Membership of the **Society** is not transferable.

5 GENERAL MEETINGS

- 5.1 Members are entitled to attend general meetings of the **Society** either in person or (in the case of a **member** organisation) through an **authorised representative**. General meetings are called on at least 21 clear days' **written** notice to the members specifying date, time and place of the meeting and the business to be transacted.
- 5.2 There is a quorum at a general meeting if the number of members or authorised representatives personally present is at least 25.
- 5.3 The **Chairman** or (if the **Chairman** is unable or unwilling to do so) some other **member** elected by members or authorised representatives present at a general meeting shall preside.
- 5.4 At an **AGM**, the **Society's** **President** will normally open and introduce the meeting before handing over the conduct of it to the **Chairman** of the meeting.
- 5.5 Except where otherwise provided by this **Constitution**, every issue at a general meeting is determined by a simple majority of votes cast by the members present in person or (in the case of a **member** organisation) through an **authorised representative**.
- 5.6 Except for the **Chairman** of the meeting, who has a second or casting vote, every **member** present in person or (in the case of a **member** organisation) through an **authorised representative** is entitled to one vote on every issue.
- 5.7 An **AGM** must be held normally within six **months** of the end of the **financial year**.
- 5.8 At an **AGM** the members:
- 5.8.1 receive the accounts of the **Society** for the previous **financial year**;
 - 5.8.2 receive the report of the **Trustees** on the **Society's** activities since the previous **AGM**;
 - 5.8.3 accept the retirement of those **Trustees** who wish to retire or are retiring by rotation or by virtue of their having been co-opted;
 - 5.8.4 elect **Trustees** to fill the vacancies arising;
 - 5.8.5 appoint an auditor or **independent examiner** for the **Society** where required;

5.8.6 may confer on any individual (with his or her consent) the honorary title of **Patron, President** or **Vice-President** of the **Society**; and

5.8.7 discuss and determine any issues of policy or deal with any other business put before them by the **Trustees**.

5.9 Any general meeting which is not an **AGM** is an **EGM**.

5.10 An **EGM** may be called at any time by the **Trustees** and must be called within fourteen clear days after a **written** request to the **Trustees** from at least fifteen members.

6 THE TRUSTEES

6.1 The **Trustees** as **charity trustees**, and collectively known as the **Committee**, have control of the **Society** and its property and funds.

6.2 The **Trustees** when complete consist of at least five and not more than fifteen individuals, all of whom must be members. Named authorised representatives as such are eligible to be elected as **Trustees** and once elected are entitled to serve the usual term as long as and provided that they continue to be qualified as nominees.

6.3 A **Trustee** shall be elected for a period of four years, and as long as he or she remains qualified, may be re-elected on two consecutive occasions. On completion of a third continuous period of service he or she shall not be eligible for re-election until a **year** has passed. In the event of a vacancy on the **Committee** the **Trustees** may co-opt a **member**, subject to his or her prior **written** agreement, to serve as a **Trustee** until the **AGM** next following, at which he or she shall either retire or offer himself or herself for election. If so elected, a previously **co-opted Trustee** shall not be deemed to have served a previous term of office for the purposes of clause 6.4 next following.

6.4 No person may be elected a **Trustee** at any general meeting unless:

6.4.1 he or she is proposed for re-election by the **Trustees** and has given prior **written** agreement; or

6.4.2 not less than ten clear days before the date of the meeting, the **Society** is given a notice that is signed by three members entitled to vote at the meeting, which states the intention of one of the members to propose a person as a candidate for election as a **Trustee**, seconded by the other two members and is signed by the person who is to be proposed to show their willingness to be so elected.

6.5 *[repealed October 2017]*

6.6 If a **Trustee** is required to retire at an **AGM** by a provision of this **Constitution**, the retirement shall take effect upon the conclusion of the meeting.

6.7 A **Trustee's** term of office automatically terminates if they:

6.7.1 are disqualified under the **Charities Acts** from acting as a charity trustee;

6.7.2 are incapable, whether mentally or physically, of managing their own affairs;

6.7.3 are absent without notice from three consecutive meetings of the **Committee** and are asked by a majority of the other **Trustees** to resign;

6.7.4 cease to be a **member** of the **Society** but may be reinstated by resolution of all the other **Trustees** on resuming **membership** of the **Society** before the next **AGM**;

6.7.5 resign by **written** notice to the **Trustees** (but only if at least two **Trustees** will remain in office);

6.7.6 are removed by a resolution passed by a three-quarters majority of the other **Trustees** after they have invited the views of the **Trustee** concerned and considered the matter in the light of any such views.

6.8 A retiring **Trustee** is entitled on **written** request to an indemnity from the **Trustees** at the expense of the **Society** in respect of any liabilities properly incurred whilst they held office.

6.9 A technical defect in the appointment of a **Trustee** of which the **Trustees** are unaware at the time does not invalidate decisions taken at a meeting.

7 TRUSTEES' PROCEEDINGS

7.1 The **Trustees** must hold at least four meetings each **year**.

7.2 The Secretary must call a meeting of the **Committee** if requested **in writing** by any three **Trustees**.

7.3 A quorum at a meeting of the **Trustees** is five.

7.4 A meeting of the **Trustees** may be held either in person or by suitable electronic means agreed by the **Trustees** in which all participants may communicate with all other participants.

7.5 The **Chairman** or (if the **Chairman** is unable or unwilling to do so) some other **Trustee** chosen by the **Trustees** present presides at each meeting of the **Trustees**.

7.6 Every issue may be determined by a simple majority of the votes cast at a meeting of the **Trustees** but a resolution which is **in writing** and signed by all the **Trustees** is as valid as a resolution passed at a meeting and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.

7.7 If requested by at least two **Trustees**, the Secretary will record a **named vote**.

7.8 Except for the **Chairman** of the meeting, who has a second or casting vote, every **Trustee** has one vote on each issue.

7.9 A procedural defect of which the **Trustees** are unaware at the time does not invalidate decisions taken at a meeting of the **Trustees**.

8 TRUSTEES' POWERS

The **Trustees** have the following powers in the administration of the **Society**.

- 8.1 To appoint a **Chairman**, Treasurer, Secretary and other honorary officers from among their number. The **Trustees** may at any time revoke any of these appointments.
- 8.2 To delegate any of their functions to sub-committees consisting of two or more individuals appointed by them (but at least two members of every **Committee** must be **Trustees** and all proceedings of sub-committees must be reported to the **Trustees**).
- 8.3 To delegate executive tasks to individual members or, if need be, other persons provided that such delegation does not involve policy decisions and clear instructions are provided **in writing** to the persons so appointed as to the scope and limits of their authority.
- 8.4 To make standing orders consistent with this **Constitution** to govern proceedings at general meetings.
- 8.5 To make rules consistent with this **Constitution** to govern their proceedings and proceedings of sub-committees.
- 8.6 To make regulations consistent with this **Constitution** to govern the administration of the **Society** (including the operation of bank accounts and the commitment of funds).
- 8.7 To resolve, or establish procedures to assist the resolution of disputes within the **Society**.
- 8.8 To exercise any powers of the **Society** which are not reserved to a general meeting.

9 BENEFITS TO MEMBERS AND TRUSTEES

- 9.1 The property and funds of the **Society** must be used only for promoting the **Objects** and do not belong to the members or the **Trustees**.
- 9.2 No **Trustee** may receive any payment of money or other **material benefit** (whether direct or indirect) from the **Society** except:
 - 9.2.1 under sub-clauses 3.15 (**indemnity insurance**) and 9.3 (contractual payments);
 - 9.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the **Society**;
 - 9.2.3 interest at a reasonable rate on money lent to the **Society**;
 - 9.2.4 a reasonable rent or hiring fee for property let or hired to the **Society**;
 - 9.2.5 an indemnity in respect of any liabilities properly incurred in running the **Society** (including the costs of a successful defence to criminal proceedings);
 - 9.2.6 payment to a company in which the **Trustee** has no more than a 1 per cent shareholding and
 - 9.2.7 in exceptional cases, other payments or material benefits (but only with the prior **written** approval of the **Commission**).

9.3 A **Trustee** may not be an employee of the **Society**, but a **Trustee** or **connected person** may enter into a contract with the **Society** to supply goods or services in return for a payment or other **material benefit**, but only if:

9.3.1 the goods or services are reasonably and properly required by the **Society**;

9.3.2 the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the **Trustees** in accordance with the procedure in sub-clause 9.4; and

9.3.3 not more than one third of the **Trustees** are interested in any such contract in any one **financial year**.

9.4 Whenever **Trustees** have a personal interest in a matter to be discussed at a meeting of the **Trustees** or a Committee they must:

9.4.1 declare an interest before the meeting or at the meeting before discussion begins on the matter;

9.4.2 be absent from that part of the meeting unless expressly invited to remain in order to provide information;

9.4.3 not be counted in the quorum for that part of the meeting;

9.4.4 be absent during the vote and have no vote on the matter.

10 **PROPERTY AND FUNDS**

10.1 Funds which are not required for immediate use (including those which will be required for use at a future date) must be placed on deposit or invested in accordance with clause 3.12 until needed.

10.2 Investments and other property of the **Society** may be held:

10.2.1 in the names of the **Trustees** for the time being (or in the corporate name of the **Trustees** if incorporated under the **Charities Acts**);

10.2.2 in the name of a nominee company acting under the control of the **Trustees** or of a **financial expert** acting on their instructions;

10.2.3 in the name of at least two and up to four holding trustees for the **Society** who may be appointed (and removed) by resolution of the **Trustees**;

10.2.4 in the name of a **trust corporation** as a **holding trustee** for the **Society**, which must be appointed (and may be removed) by deed executed by the **Trustees**;

10.2.5 in the case of land, by the Official Custodian for Charities under an order of the **Commission** or the court.

10.3 Documents and physical assets may be deposited with any company registered or having a place of business in England and Wales as **custodian**.

10.4 Any nominee company acting under sub-clause 10.2.2, any **trust corporation** appointed under sub-clause 10.2.4 and any **custodian** appointed under sub-clause 10.3 may be paid reasonable fees.

11 RECORDS AND ACCOUNTS

11.1 The **Trustees** must comply with the requirements of the **Charities Acts** as to the keeping of financial records, the audit or independent examination of accounts and the preparation and transmission to the **Commission** of:

11.1.1 annual returns;

11.1.2 annual reports; and

11.1.3 annual statements of account.

11.2 The **Trustees** must keep proper records of:

11.2.1 all proceedings at general meetings;

11.2.2 all proceedings at meetings of **Trustees**;

11.2.3 all reports of Committees; and

11.2.4 all professional advice obtained.

11.3 Accounting records relating to the **Society** must be made available for inspection by any **Trustee** at any reasonable time and may be made available for inspection by members if the **Trustees** so decide.

11.4 A copy of the **Society's** latest available statement of account must be supplied on request to any **Trustee** or **member**. A copy must also be supplied, within two **months**, to any other person who makes a **written** request and pays the **Society's** reasonable costs.

12 NOTICES

12.1 Notices under this **Constitution** may be sent by hand, by post or by suitable electronic means or (where applicable to members generally) may be published in any journal distributed by the **Society**.

12.2 The address at which a **member** is entitled to receive notices is the address noted in the register of members (or, if none, the last known address).

12.3 Any notice given in accordance with this **Constitution** is to be treated for all purposes as having been received:

12.3.1 48 hours after being sent by electronic means or delivered by hand to the relevant address;

12.3.2 two clear days after being sent by first class post to that address;

12.3.3 seven clear days after being sent by second class post or overseas post to that address;

12.3.4 on being handed to the **member** or its **authorised representative** personally or, if earlier,

12.3.5 as soon as the **member** acknowledges actual receipt.

12.4 A technical defect in the giving of notice of which the members or the **Trustees** are unaware at the time does not invalidate decisions taken at a meeting.

13 AMENDMENTS

This **Constitution** may be amended at a general meeting by a two-thirds majority of the votes cast, but:

13.1 The members must be given 21 clear days' notice of the proposed amendments.

13.2 No amendment is valid if it would make a **fundamental change** to the **Objects** or to this clause or destroy the charitable status of the **Society**.

13.3 Clause 9 may not be amended without the prior **written** consent of the **Commission**.

14 INCORPORATION

14.1 The **Trustees** may apply to the **Commission** under the **Charities Acts** for a certificate of incorporation relating to the **Trustees** but only after consulting the members at a general meeting.

14.2 The members at a general meeting may authorise the **Trustees** to constitute the **Society** as a Charitable Incorporated Organisation with the same or similar **Objects** in accordance with the **Charities Acts**.

15 DISSOLUTION

15.1 If at any time members at a general meeting decide to dissolve the **Society**, the **Trustees** will remain in office as charity **Trustees** and will be responsible for the orderly winding up of the **Society's** affairs.

15.2 After making provision for all outstanding liabilities of the **Society**, the **Trustees** must apply the remaining property and funds in one or more of the following ways:

15.2.1 by transfer to one or more other bodies established for exclusively charitable purposes with the same or similar **Objects**;

15.2.2 directly for the **Objects** or charitable purposes within or similar to the **Objects**;
or

15.2.3 in such other manner consistent with charitable status as the **Commission** approve **in writing** in advance.

15.3 A final report and statement of account relating to the **Society** must be sent to the **Commission**.

16 INTERPRETATION

16.1 In this **Constitution**:

AGM means an annual general meeting of the **Society**;

authorised representative means an individual who is authorised by a **member** organisation to act on its behalf at meetings of the **Society**, such authority to be given **in writing** to the **Society**;

Chairman means the **Chairman** of the **Committee** elected by the **Trustees** at the meeting next following the **AGM**;

Charities Acts means the **Charities Acts** 1992-2006;

charity trustees have the meaning prescribed by the **Charities Acts**;

clear day means 24 hours from midnight following the relevant event;

Commission means the Charity Commission as established by s6 of the Charities Act 2006;

Committee means the **Trustees** collectively acting as the governing body of the **Society** and sub-committees means sub-committees appointed by the **Committee** in accordance with clause 8.2

connected person means any spouse, partner, parent, child, brother, sister, grandparent or grandchild (including step relationships) of a **Trustee**, any firm of which a **Trustee** is a **member** or employee or a company of which a **Trustee** is a director, employee or shareholder being beneficially entitled to more than 1 per cent of the share capital;

Constitution means the rules of the **Society** constituted by this document or any amendment thereto made in accordance with clause 13.

co-opted Trustee means a **Trustee** who is co-opted by the **Trustees** in accordance with clause 6.3;

custodian has the meaning prescribed by section 17(2) of the **Trustee Act** 2000;

EGM means a general meeting of the members of the **Society** which is not an **AGM**;

financial expert means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

financial year means the **Society's** financial year;

fundamental change means such a change as would not have been within the reasonable contemplation of a **member** or benefactor of the **Society**;

Georgian means the period of history from the birth of George I to the death of William IV;

holding trustee means an individual or corporate body responsible for holding the title to property but not authorised to make any decisions relating to its use, investment or disposal;

indemnity insurance means insurance against personal liability incurred by any **Trustee** for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the **Trustee** concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

independent examiner has the meaning prescribed by section 43(3)(a) of the Charities Act;

material benefit means a benefit which may not be financial but has a monetary value;

member and **membership** refer to **membership** of the **Society**;

months means calendar **months**;

named vote means that the vote of each **Trustee** present at the meeting of the **Committee** is recorded in the minutes;

Objects means the charitable **Objects** of the **Society** set out in clause 2;

Patron means a person or persons on whom the honorary title has been conferred by the members in accordance with clause 5.8.6;

President and **Vice-President** means the person or persons on whom the honorary title has been conferred by the members in accordance with clause 5.8.6. At any one time there may be only one **President** but, if the members consider it appropriate, more than one **Vice-President**;

Society means the **Society** comprised in this **Constitution**;

taxable trading means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the **Objects**;

trust corporation has the meaning prescribed by section 205(1)(cxxviii) of the Law of Property Act 1925 (but does not include the Public Trustee);

Trustee means a **member** of the governing body (**Committee**) of the **Society** and **Trustees** the members of such governing body;

written or **in writing** refers to a legible document on paper including a fax message;

year means calendar year;

16.2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.