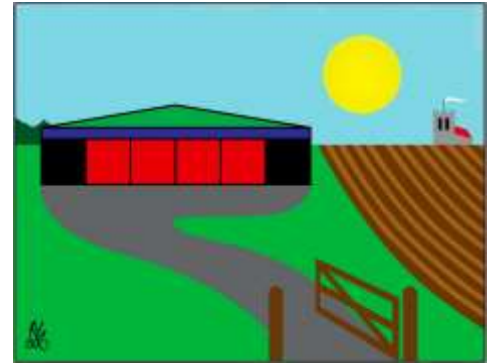


Debenham Shed Constitution

Original adoption 23.03.18

Revised and Ratified at Debenham Shed AGM 24 May 2024



1. NAME

- 1.1 The name of the Shed is **Debenham Shed**, an unincorporated organisation, herein referred to as 'the Shed'.

2. AIMS

- 2.1 The aims of the Shed are:

To promote social inclusion for public benefit by the provision of a facility particularly, but not exclusively, for adults aged 18 and over within Debenham and the surrounding area. The facility aims to provide a centre where persons who are socially excluded for any reason or likely to become so, can meet to undertake creative, physical or recreational activities in a safe, social and supportive environment. The activities may include opportunities to learn, practice or pass on skills, participate in community projects or simply to socialise, thereby assisting integration into society and the prevention of loneliness.

For the purpose of this clause, social exclusion means becoming lonely and disconnected from society as a result of any specific cause or personal circumstances which might lead to physical and mental health problems with implications for the individual and the wider community.

3. POWERS

- 3.1 The Shed has power to do anything which is lawful and considered to further its Objects or is conducive to doing so. In particular, the Shed has power to:
- (a) Raise, collect and obtain funds, receive grants and donations
 - (b) Use funds to carry out and in furtherance of the work of the Shed
 - (c) Acquire and manage buildings
 - (d) Cooperate with local authorities, other organisations, charities and community residents of Debenham and Villages in the locality in a common effort to achieve the Objects of the Shed and exchange knowledge and information

4. MEMBERSHIP

- 4.1 Those over 18 years of age who would benefit from the Shed may apply to join as Individual Members irrespective of religion, political views, nationality, disability, race or gender.
- 4.2 Membership lasts for six months or one year and must be renewed annually on expiry at the price set by the Management Committee for that period.
- 4.3 The Management Committee may create a membership in addition to Individual Members (voting members) at any time, should they wish, to allow people to support the Shed without attendance. Such members shall be called Honorary Members and will have no voting rights at meetings.
- 4.4 Members may wish to give individual, additional donations to support the Shed. The amount of any donation will be at the member's discretion. Personal details may be requested by the Management Committee in order to claim Gift Aid.
- 4.5 The Management Committee reserves the right to reject or terminate any membership, giving full written reason, should they unanimously agree it is in the best interests of the Shed. The member

has the right to have their opinion heard before any decision and should have a witness, chosen by them, present.

- 4.6 Full Members must read and agree to the terms of this constitution on joining and must read and consent to the Shed's Code of Conduct and any other policies deemed necessary by the Management Committee.
- 4.7 Full Members are entitled to vote at General Meetings.
- 4.8 The Management Committee will adhere to the Data Protection Act 2018 when keeping records of memberships.

5. MANAGEMENT COMMITTEE

- 5.1 The Management Committee shall meet not less than 3 times per annum and shall consist of not less than 3 full members at any one time including Chair, Vice Chair/Treasurer and Secretary – the Officers.
- 5.2 Decisions at Committee meetings must be voted on and only matters with a majority vote will be considered approved.
- 5.3 Members of the Management Committee must be elected at Annual General Meetings AGM.
- 5.4 Should the number of elected members on the Management Committee be less than three, interim members can be appointed to the Management Committee, provided that the total members on the committee do not exceed seven. Interim members must step down and stand to be elected at the next AGM.
- 5.5 Nominations from full Members of the Shed to appoint a full member to the Management Committee must be in writing and given to the Secretary no later than ten days prior to an AGM. Should the number of nominations be less than the number of vacancies then verbal nominations shall be accepted at the AGM and elected at the discretion of the voting members.
- 5.6 The Management Committee elected at an AGM shall have the power to co-opt further members to the Committee, provided that the number of co-opted members shall not exceed one third of the total membership of the Management Committee. Co-opted members shall have the right to vote.
- 5.7 If a member of the Management Committee fails to attend 3 consecutive Committee meetings without reasonable excuse, the Management Committee may remove them from the Committee.
- 5.8 The office of Chairperson shall not be held by any one person for more than 3 consecutive years. Other members of the Management Committee shall be required to stand for re-election after a period of 5 consecutive years in post.

6. FUNCTION OF THE COMMITTEE

- 6.1 The Committee shall make such decisions and regulations as its members consider appropriate for the efficient conduct of the Shed.
- 6.2 The Committee may appoint sub-committees, advisory groups or working parties of its own members and other persons as it may from time to time decide necessary for the carrying out of its work and may determine their terms of reference, duration and composition. All such sub-committees shall make regular reports on their work to the Committee.

7. CHAIRING MEETINGS

- 7.1 All meetings of the Management Committee shall be presided over by its Chairperson. If the Chairperson is not present, those present may elect one of their number to take the Chair.
- 7.2 Its sub-committees may elect as chair one of their number at all meetings.
- 7.3 The Chairperson of any meeting shall have an additional casting vote **in the event of a tie..**

8. GENERAL MEETINGS

- 8.1 An Annual General Meeting shall be held every year, with one month's notice given to all full members, notifying them of the date, venue and agenda.

- 8.2 Minutes must be kept of each AGM, made available in draft form to all full members within four weeks of the meeting and agreed at the following AGM.
- 8.3 Every Full Member has a vote.
- 8.4 Alteration of this constitution must be agreed by simple majority either at an Annual General Meeting or an Extraordinary General Meeting.
- 8.5 Extraordinary General Meetings may be called at any time felt reasonable by two thirds of the Management Committee or by 10% of Full Members. One month's notice shall be given to all full members, notifying them of the date, venue and agenda.
- 8.6 The quorum at Extraordinary General Meetings shall be 15 of Full Members

9. FINANCE AND PROPERTY

- 9.1 Any money or property obtained by the Shed shall be used only for the benefit of the Shed and its members, and in the furtherance of its Objects.
- 9.2 Any bank account opened for the Shed shall be in the name of the Shed.
- 9.3 Any cheques shall be signed by the Treasurer and one other member of the Management Committee.
- 9.4 Members of the Management Committee shall not receive money from the Shed, except to reimburse reasonable out of pocket expenses. Agreed expenses will be reimbursed to member sub-committees.
- 9.5 A record of all monetary transactions shall be kept by the Treasurer and an overview presented at each Committee meeting. Annual accounts must be produced one month prior to the AGM and available to view by any member at any time once produced.

10. DISSOLUTION

- 10.1 The Shed may be wound up at any time if agreed by two-thirds of the members present and voting at any General Meeting.
- 10.2 In the event of dissolution, any assets remaining after all debts have been paid shall be given to another organisation with similar aims.

11. INDEMNITY

- 11.1 The Shed shall indemnify and keep indemnified every officer, member and volunteer from and against all claims, demands, actions and proceedings (*and all costs and expenses in connection therewith and arising therefrom*) made or brought against the Shed in connection with its activities, the actions of its Officers, members or volunteers, or in connection with its property and equipment. This indemnity shall not extend to wilful and individual fraud, wrongdoing or wrongful omission on the part of the officer, member or volunteer sought to be made liable.
- 11.2 The Treasurer shall effect a policy of insurance in respect of this indemnity.