CONSTITUTION OF THE

**WHATTON-ASLOCKTON**

**PLAYING FIELD TRUST**

An Unincorporated Charity

(*Registered Charity no. 1135385)*



January 2022

**Constitution Adopted on**……………………………..19th January 2022………

**Part 1**

**1 1. Adoption of the constitution**

The association and its property will be administered and managed in accordance with the provisions in Parts 1 and 2 of this constitution

**1.2. Name**

The association’s name……………. “The Whatton-Aslockton Playing Field Trust”................

(And in this document it is called the Charity)

**1.3 Objects**

(1) The Charity’s objects are determined by the Deed of Dedication (dated 10th May 2006) between Whatton Parish Council and Alsockton Parish Council (“the Councils”) and the National Playing Fields Association (now called Fields in Trust) by which the Councils dedicated Whatton-Aslockton Playing Field (“the Property”) so that:

“It shall henceforth hold the Property on charitable trust in perpetuity to permit the same to be used in as a public [playing field] [park] and recreation ground”.

This forms the Principal Object of the Charity. The Deed of Dedications also contains additional undertakings concern legal requirements around usage and disposal of the Property, to which both the Councils and the Charity are legally bound to adhere.

(2) The Charity also adopts the following supplementary objects in accordance with the undertakings of the Deed of Dedication to manage, sustain and improve the amenity provided to the local community by the Property:

1. To source funding to enhance the physical infrastructure of the Property
2. To market and promote the Property for commercial usage by sports clubs, community organisations and other such third parties
3. To set financial terms for commercial usage including consideration of discretionary discounts if the proposed usage is deemed to provide community benefit
4. To ensure reasonable accessibility to the Property for use by the local community
5. To be financially sustainable, setting annual budgets and maintaining auditable financial records

Delivery of the Supplementary Objects shall be delegated to a “Management Committee” that will have day to day responsibility for the management and improvement of the Property, providing annual reports and setting budgets for approval by the Charity Trustee

**1.4 Application of income and property**

(1) The income and property of the Charity shall be applied solely towards the promotion of the objects.

1. The Charity Trustee is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity.
2. A Charity Trustee may benefit from Trustee indemnity insurance cover purchased at the Charity’s expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.

(2) None of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any Trustee of the Charity.

**1.5 Benefits and payments to the Charity Trustee and connected persons**

(1) General provisions No Charity Trustee or connected person may:

1. buy or receive any goods or services from the Charity on terms preferential to those applicable to members of the public;
2. sell goods, services or any interest in land to the Charity;
3. be employed by, or receive any remuneration from,
4. receive any other financial benefit from the Charity;

Unless the payment is permitted by sub-clause (2) of this clause, or authorised by the court or the Charity Commission (‘the Commission’). In this clause, a ‘financial benefit’ means a benefit, direct or indirect, which is either money or has a monetary value.

(2) Scope and powers permitting Trustee’ or connected persons’ benefits

1. The Charity Trustee or connected person may receive a benefit from the Charity in the capacity of a beneficiary of the Charity provided that a majority of the Trustee do not benefit in this way
2. The Charity Trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Charity where that is permitted in accordance with, and subject to the conditions in, section 185 of the Charities Act 2011.
3. Subject to sub-clause (3) of this clause a Charity Trustee or connected person may provide the Charity with goods that are not supplied in connection with services provided to the Charity by the Charity Trustee or connected person.
4. The Charity Trustee or connected person may receive interest on money lent to the Charity at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
5. The Charity Trustee or connected person may receive rent for premises let by the Trustee or connected person to the Charity. The amount of the rent and the other terms of the lease must be reasonable and proper. The Charity Trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
6. The Charity Trustee or connected person may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.

(3) Payment for supply of goods only - controls

The Charity and its Charity Trustee may only rely upon the authority provided by sub-clause 2(c) of this clause if each of the following conditions is satisfied:

1. The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the Charity and the Charity Trustee or connected person supplying the goods (‘the supplier’) under which the supplier is to supply the goods in question to or on behalf of the Charity.
2. The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
3. The Charity Trustee is satisfied that it is in the best interests of the Charity to contract with the supplier rather than with someone who is not a Charity Trustee or connected person. In reaching that decision the Charity Trustee must balance the advantage of contracting with a Charity Trustee or connected person against the disadvantages of doing so.
4. The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the Charity.
5. The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Charity Trustee is present at the meeting.
6. The reason for their decision is recorded by the Charity Trustee in the minute book.
7. A majority of the Charity Trustee then in office are not in receipt of remuneration or payments authorised by clause 5.

(4) In sub-clauses (2) and (3) of this clause:

1. ‘the Charity’ includes any company in which the Charity:
   1. Holds more than 50% of the shares; or
   2. Controls more than 50% of the voting rights attached to the shares;
   3. Has the right to appoint the Trustee to the board of the company.
2. ‘Connected person’ includes any person within the definition set out in clause 34 (Interpretation).

**1.6. Dissolution**

(1) If the Trustee resolves to dissolve the Charity the Trustee will remain in office as Charity Trustee and be responsible for winding up the affairs of the Charity in accordance with this clause.

(2) The Trustee must collect in all the assets of the Charity and must pay or make provision for all the liabilities of the Charity.

(3) The Trustee must apply any remaining property or money:

1. Directly for the objects;
2. By transfer to any Charity or charities for purposes the same as or similar to the Charity;
3. In such other manner as the Charity Commission for England and Wales (‘the Commission’) may approve in writing in advance.

(4) The Trustee may pass a resolution before or at the same time as the resolution to dissolve the Charity specifying the manner in which it is to apply the remaining property or assets of the Charity and the Trustee must comply with the resolution if it is consistent with paragraphs (a) - (c) inclusive in sub-clause (3) above.

(5) The Trustee must notify the Commission promptly that the Charity has been dissolved. If the Trustee are obliged to send the Charity’s accounts to the Commission for the accounting period which ended before its dissolution, they must send the Commission the Charity’s final accounts.

**1.7. Amendment of constitution**

(1) The Charity may amend any provision contained in Part 1 of this constitution provided that:

1. No amendment may be made that would have the effect of making the Charity cease to be a Charity at law;
2. No amendment may be made to alter the objects if the change would undermine or work against the previous objects of the Charity;
3. No amendment may be made to clause 3 (Objects), 4 (Application of income and property), clause 5 (Benefits and payments to the Charity Trustee and connected persons), clause 6 (Dissolution) or this clause without the prior consent in writing of the Commission;

(2) Any provision contained in Part 2 of this constitution may be amended, provided that any such amendment is made by resolution passed by the Trustee present and voting at a general meeting.

(3) A copy of any resolution amending this constitution shall be sent to the Commission within twenty one days of it being passed.

**Part 2**

**2.1 Trustee**

(1) The Charity is a Trust with the sole Trustee composed of Whatton-in-the-Vale Parish Council and Aslockton Parish Council (“The Councils”). There are no members and all decisions are taken by the Trust.

(2) The Trustee is composed of all individuals that are elected as parish councillors to the Councils. In executing their duties as the sole Trustee of the Charity these individuals are not acting as parish councillors. Subsequent references in this document to the individuals that make up the Trustee will refer to them as “Trustee Representatives”.

(3) Trustee Representatives will be subject to the following criteria:

1. Any suspension of a parish councillor from the Councils will also mean their suspension from their role as a Trustee Representative on the Charity
2. No individual can continue to be a Trustee Representative once their term as a parish councillor has ended. If they cease to be a Parish Councillor they can no longer be a Trustee Representative

(5) The Trustee devolves certain day-to-day management and improvement responsibilities to the “Management Committee”

**2.2 Management Committee**

(1) The structure, membership and procedures of the Management Committee is set out in the document “Management Committee Rules”, amended June 2019

(2) The Trust devolves the following responsibilities to the Management Committee in accordance with the Objects of the Charity plus certain additional requirements:

1. To source funding to enhance the physical infrastructure of the Property
2. To market and promote the Property for commercial usage by sports clubs, community organisations and other such third parties
3. To set financial terms for commercial usage including consideration of discretionary discounts if the proposed usage is deemed to provide community benefit
4. To ensure reasonable accessibility to the Property for use by the local community
5. To be financially sustainable, setting annual budgets and maintaining auditable financial records
6. To set regulations regarding the purpose and usage of the Property in accordance with the Principal Object
7. To appoint volunteers as it sees fit to support its delivery of the Objects
8. To manage risk and adopt policies in accordance with its delivery of the Objects (including risk assessments, safeguarding and other necessary regulations)
9. To keep in repair and insure to their full value against fire and other usual risks all the buildings of the charity (except those buildings that are required to be kept in repair and insured by a tenant). They must also insure suitably in respect of public liability and employer’s liability

(3) The Charity’s financial budgets set by the Management Committee must be agreed with the Trustee on an annual basis (see 2.3 General Meetings) with anticipated income and expenditure itemised in full reported accounts.

(4) The Management Committee must seek approval from the Trustee if it seeks to:

1. Employ paid staff
2. Deviate from the agreed annual budget on any income or expenditure item by a sum greater than £4,000
3. Develop a commercial relationship with a third party this does not fall within its administration of its responsibilities to deliver the Charity’s Objects
4. Undertake significant regenerative works (although the Management Committee would still oversee said works, including design, consultation, procurement and construction)

The Management Committee does not require approval from the Trustee for any other matters pertaining to its devolved responsibilities.

(5) The Management Committee will present an annual report to the Trustee including financial budgets, a summary of current Management Committee members (including their membership eligibility and their role with the Management Committee), and description of all the activities of the Management Committed carried out on behalf of the Trust, to deliver the Charity’s Objects.

**2.3 General Meetings**

(1) The charity must hold a general meeting within twelve months of the date of the adoption of this constitution

(2) An annual general meeting must be held in each subsequent year and not more than fifteen months may elapse between successive annual general meetings

(3) All general meetings other than annual general meetings shall be called special general meetings.

(4) The Trustee may call a special general meeting at any time,

(5) The Trustee must call a special general meeting if requested to do so in writing by at least two Trustee Representatives and/or the Chair of the Management Committee

The request must state the nature of the business that is to be discussed.

If the Trustee fails to hold the meeting within twenty-eight days of the request, then a minimum of four Trustee Representatives (two from Whatton-in-the-Vale, two from Aslockton) may proceed to call a special general meeting but in doing so they must comply with the provisions of this constitution.

(6) The Trustee Representatives and the Chair of the Management Committee are entitled to attend General Meetings. Other attendees may be invited at the discretion of the Trustee (for votes see 2.7)

**2.4 Notice**

(1) The minimum period of notice required to hold any general meeting of the charity is fourteen clear days from the date on which the notice is deemed to have been given.

(2) A general meeting may be called by shorter notice, if it is so agreed by a minimum of four Trustee Representatives, two from Whatton-in-the-Vale plus two from Aslockton.

(3) The notice must specify the date, time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say so.

(4) The notice must be given to all Trustee Representatives and the Chair of the Management Committee

**2.5 Quorum**

(1) A quorum must be present when a matter is being discussed and voted on, in order for a decision on it to be validly made. If the meeting subsequently becomes inquorate, this will not invalidate earlier, quorate decisions.

(2) No business shall be transacted at any general meeting unless a quorum is present.

(3) A quorum is: four Trustee Representatives. Two from Whatton-in-the-Vale Parish Council and two from Aslockton Parish Council

(4) If: (a) a quorum is not present within half an hour from the time appointed for the meeting; or (b) during a meeting a quorum ceases to be present, the meeting shall be adjourned to such time and place as the Trustee shall determine.

(5) The Trustee 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.

(6) 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.

**2.6 Chair**

(1) General meetings shall be chaired by a Trustee Representative elected by a majority of Trustee Representatives in attendance at the meeting. For convention the representatives should aim to alternative between Trustee Representatives from Whatton and Aslockton, respectively.

**2.7 Adjournments**

(1) The Trustee Representatives present at a meeting may resolve that the meeting shall be adjourned.

(2) 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.

(3) 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.

(4) If a meeting is adjourned by a resolution of the Trustee 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.

**2.8 Votes**

(1) Each Trustee Representative shall have one vote but if there is an equality of votes the person who is chairing the meeting shall have a casting vote in addition to any other vote he or she may have.

(2) No other attendees including the Chair of the Management Committee have the right to vote at General Meetings.

(3) A resolution in writing signed by a Trustee Representative or the Chair of the Management Committee shall be effective. It may comprise several copies each signed by or on behalf of one or more Trustee Representatives or members of the Management Committee.

**2.9 Administration & Records**

(1) The clerk of either of the Councils shall be solicited to provide administrative and secretarial support to General Meetings and remunerated by the Trust for their costs in providing this service.

(2) If no such support is available the Trustee Representatives can decide to administer the meeting themselves.

(3) Minutes should be kept of all general meetings including attendees, resolutions, and decisions taking, with where appropriate, reasons for those decisions.

(4) The minutes should be circulated to Trustee Representatives, the Management Committee and displayed on the Charity website.

**Part 3**

**3.1 Conflicts of interests and conflicts of loyalties**

A trustee representative must:

(1) Declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the charity or in any transaction or arrangement entered into by the charity which has not been previously declared; and

(2) Absent himself or herself from any discussions of the charity trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the charity and any personal interest (including but not limited to any personal financial interest).

Any charity trustee absenting himself or herself from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the charity trustees on the matter.

**3.2 Accounts, Annual Report, Annual Return**

(1) The trustees must comply with their obligations under the Charities Act 2011 with regard to:

1. The keeping of accounting records for the charity
2. The preparation of annual statements of account for the charity;
3. The transmission of the statements of account to the Commission;
4. The preparation of an Annual Report and its transmission to the Commission;
5. The preparation of an Annual Return and its transmission to the Commission.

(2) Accounts must be prepared in accordance with the provisions of any Statement of Recommended Practice issued by the Commission, unless the trustees are required to prepare accounts in accordance with the provisions of such a Statement prepared by another body.

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