

CONSTITUTION OF TRANSITION HELSTON & DISTRICT

An Unincorporated Not-For-Profit Association which has no affiliation to any political party

NAME

1. The name of the Association (hereinafter called "THD") shall be "Transition Helston & District".

AREA

2. The initial area covered by THD shall be Helston and the surrounding parishes.

AIMS

3. The aims of THD shall be to work as a community to:
 - (a) raise awareness and build resilience in view of the ecological emergency associated with global warming, biodiversity loss, social injustice and any other concerns considered appropriate by majority of members of THD.
 - (b) promote, encourage and support education and research concerning areas affected by this environmental emergency, with a view to supporting ourselves and our community as we transition to a zero carbon, regenerative and ethical future in Helston and the surrounding district.
 - (c) To provide a space for Inner Transition, to process our current climate and reimagine our collective vision for the future.

OBJECTIVES

4. The objectives for which THD is established are:
 - (a) to help create and implement a plan to reach zero carbon in Helston and surrounding area within 12 years from October 2018 as recommended by IPCC in its report of that month.
 - (b) to support, encourage and implement local action on Climate Change, biodiversity loss and social justice.
 - (c) to establish an Inner Transition group to help our community build resilience, cope and adapt to change.
 - (d) to support and work with other Transition Towns and similar community-led initiatives.
 - (e) to engage with other organisations, including statutory, voluntary and business where appropriate in pursuit of these aims and objectives.

POWERS

5. In furtherance of these aims and objectives, THD may:
 - (a) Publish and distribute information
 - (b) Engage in, support and promote education and research
 - (c) Raise funds
 - (d) Run events
 - (e) Recruit volunteers
 - (f) Employ staff
 - (g) Buy or lease premises and equipment
 - (h) Enter into contracts
 - (i) Undertake any trade, business, enterprise, project or venture which could contribute to the delivery of the Aims and Objectives.
 - (j) Participate in any other activity that could help deliver the stated Aims and Objectives.

MEMBERSHIP

6. The members shall be subscribers to this Constitution and individuals and organisations admitted without reference to wealth, politics, religion, sex, disability, age, or sexual preference, who live, work or operate in the area described in Rule 2 and who are in agreement with the stated Aims and Objectives.
 - i. All members to complete an appropriate membership form
 - ii. No membership fee will be charged, however, members will be requested to make a small donation towards room hire for meetings, according to their means.
7. A member shall cease to be a member if she/he:
 - i. resigns; or
 - ii. is requested to resign by three-quarters of members voting to this effect; or
 - iii. dies; or
 - iv. does not attend any THD meeting for 15 months.
8. Any members expelled (*RULE 7.ii*) shall have the opportunity to defend themselves at an Extraordinary General Meeting where they shall have the fullest opportunity to answer any allegations made against them.

NOT FOR PROFIT

9. THD shall not trade for profit. Any surplus shall be applied as follows in such proportion and in such manner as the general meeting shall decide from time to time:

- (a) to a general reserve for the continuation and development of THD.
- (b) to payment in good faith to any member in return for services rendered, of reasonable wages, bonuses and repayments of expenses, interest on money borrowed, or reasonable rent on premises demised or let to THD

GENERAL MEETINGS

- 10. The running of THD is subject to regular review and all members are encouraged to participate.
- 11. THD shall in each calendar year hold a general meeting as its Annual General Meeting and shall specify the meeting as such in the notices calling it, providing that every Annual General Meeting shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting. The first Annual General Meeting shall be held within eighteen months of formation.
- 12. An Annual General Meeting must be called by at least 21 days' notice, unless three-quarters of all the members entitled to attend and vote decide on shorter notice. This shorter notice must still be given to all members.
- 13. Regular general meetings will be held (no less frequently than quarterly).
- 14. Any three members or ten percent of members (whichever is greatest) may call a general meeting.
- 15. Notice of general meetings shall be given of at least 14 days. This notice will either be sent (by post or electronically) to all members, or shall be displayed at a location (real or virtual) agreed in advance by general meeting.
- 16. The Annual General Meeting must consider accounts; balance sheets, the reports of the accountants/book-keepers, and the appointment of, and the fixing of the remuneration of, the accountants/book-keepers.

PROCEEDINGS AT GENERAL MEETINGS

- 17. Each member shall have one vote. Non-members are welcome to attend, but may not vote.
- 18. No business shall be transacted at a general meeting unless a quorum of members is present. Unless and until otherwise decided by a general meeting, five members shall be a quorum.
- 19. If such a quorum is not present within half an hour of the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place, or such time and place as all members present agree to, and all members shall be given such notice as is practicable of the time, date and place of such an adjourned meeting.
- 20. A facilitator shall be drawn by descending an alphabetical list of members. Facilitating a general meeting is voluntary and passes to the next name on the register of members until the named person is willing to facilitate a useful meeting.
- 21. The facilitator may with the consent of any meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

22. When a meeting is adjourned for 14 days or more, at least 7 clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give such notice.
23. All decisions at general meeting shall be made by consensus following the fullest discussion in which all members are entitled to speak freely. By consensus is meant a situation where those not in agreement agree not to maintain an objection. In the event of consensus not being reached the matter shall be adjourned to the next meeting when another attempt at consensus will be tried. If consensus is still not reached, the matter will be decided by a majority of three-quarters of votes.
24. The facilitator at any meeting shall not have a second or casting vote and the resolution shall be deemed to be lost if there is no majority of three-quarters of votes.

ELECTED OFFICERS AND COMMITTEES

25. General meeting shall appoint a treasurer, a secretary, and a membership secretary.
26. The general meeting may appoint roles to members to perform duties and may delegate powers as necessary.
27. If general meeting chooses it may appoint a committee (or committees, sub-committees, sub-groups, working groups and research groups) to operate within parameters set by general meeting and with powers delegated from general meeting.
28. Committees may appoint roles to members and/or form sub-committees, sub-groups, working groups and research groups to perform duties and may delegate powers as necessary.
29. If the day-to-day management of THD is delegated to a management committee then the management committee will be known as the Steering Group.
30. The Steering Group will report its past activities to the general meeting. It will also prepare plans for the forthcoming period (until the next general meeting) to be approved by those present.
31. The Steering Group will be composed of all officers elected by general meeting together with all members elected by general meeting to serve as Steering Group members.
32. The Steering Group may co-opt members to be committee members so long as these co-opted individuals make up no more than 25% of the Steering Group.
33. The Steering Group may co-opt non-members to be committee members so long as these co-opted individuals make up no more than 15% OR 2 individuals, whichever is larger, of the Steering Group.
34. The treasurer shall be responsible for keeping a true record of accounts as stated in Rule 38.
35. The secretary shall be responsible for:
 - (a) giving proper notice of all general meetings.
 - (b) receiving items for inclusion on the agenda of general meetings up to three days before said meeting.
 - (c) keeping proper records as stated in rule 37.

RECORDS

36. The membership secretary shall keep a register of members stating when members were admitted and when they relinquished membership and any members appointed roles or committee memberships held.
37. The secretary shall keep minutes books in which the dates, times and places of general meetings, along with decisions reached during those meetings and members present at those meetings are noted for all members to refer to.

ACCOUNTS

38. THD shall keep a record of the sum and nature of expenditure and receipts of monies, all sales and purchases of goods and all its assets and liabilities. These records should be checked by two persons approved by a general meeting.
39. THD can borrow but investment cannot carry control or votes in any way. Any borrowing should be not more than two percent above the base-lending rate.
40. All withdrawals from the THD bank account shall be as a result of two signatures. Signatories to be decided at an AGM.
41. The records, including accounts, shall be kept in a place decided by the general meeting, and shall always be open to the inspection of all members at reasonable hours and by other persons authorised by THD in general meeting.

INDEMNITY

42. Every member or auditor or officer of THD shall be indemnified out of the assets of THD against all losses or liabilities incurred by him/her in or about the execution and discharge of the duties of his/her office, except to the extent that such losses or liabilities shall be attributed to either:
 - (a) fraud or other matters in respect of which such person concerned shall be convicted of a criminal offence; or
 - (b) negligence; or
 - (c) actions knowingly beyond the scope of a specific authority or limit thereon on the part of such person.

SECONDARY RULES, BYLAWS AND STANDING ORDERS

43. Rules, bylaws and standing orders can be made by THD in general meeting and/or by those officers or committees that have been delegated authority by general meeting so long as any rules, bylaws and standing orders do not conflict with this constitution or the will of the general meeting.

CHANGING RULES

44. Any rule in this constitution can be dropped or changed or a new rule made at a general meeting where all members have been given 21 clear days' notice of the change proposed and the date, time and location of the general meeting. Except Rules 9 (*NOT FOR PROFIT*), 42 (*INDEMNITY*) and 43 (*BYLAWS*) which shall not be changed.
45. A general meeting that will consider a new or changed rule cannot be called with less than 21 days' notice as described in Rule 12 but must be called with the full 21 days' notice.

DISSOLUTION

46. In the event of winding up or dissolution of THD, after the satisfaction of all its debts and liabilities, the assets remaining shall be given or transferred to some other not for profit organisation chosen by the members and having objects similar to the objects of THD.

WE THE UNDERSIGNED SUBSCRIBE TO THIS CONSTITUTION

DATE: 18/03/2019

Signed by members of the Steering Group – see scanned version