

NELSON'S COASTAL WATERSPORTS TRUST

CONSTITUTION

1.0 Name

The name of the Trust shall be the Nelson's Coastal Watersports Trust (hereinafter called 'The Trust').

2.0 Objects

2.1 The Trust is established to:

- 2.1.1 Support the community of East Anglia by organising events and facilitating activities that relate to the promotion, education, employment and leisure activities that have at their core, the activity of water sports. Which is defined as an activity on or in the water, for example sailing surfing canoeing etc
- 2.1.2 Enrich the lives of the community as defined and provide opportunities for life-long learning through experiencing a wide range of activities, which will include (but not be confined to) sailing, rowing, Para boarding, surfing, waterskiing and canoeing
- 2.1.3 Promote inclusive access and participation by encouraging more people to become actively involved in activities, events and projects promoted or run by The Trust
- 2.1.4 Increase skill and activity throughout the whole community, particularly amongst children and young people, also with those communities who are vulnerable or prevented from participation by reason of being under-resourced.

2.2 To achieve the objectives the Trust will:

- 2.2.1 work and operate within the area known as East Anglia (Norfolk, Suffolk, Essex and Cambridgeshire) and its environs (hereinafter described as the "area of benefit") without distinction of age, sex, race, political, religious or other opinion. By associating the statutory authorities, voluntary organisations and inhabitants in a common effort to advance the development of water sports and to provide facilities in the interests of pursuing its objectives.
- 2.2.2 establish or secure the establishment of a Sailing Centre (hereinafter called "the Centre") and to maintain it and to manage to co-operate with any local statutory authority in the maintenance and management of such a Centre for activities promoted by the Trust and its constituent bodies in furtherance of the above objects.

2.3 In furtherance of the above objects, but not further or otherwise, the Trust may:

- 2.3.1 Provide or secure the provision of services, educational and recreational facilities and practical assistance for people within the area of benefit.
- 2.3.2 Provide, maintain and equip, or assist in the provision and maintenance of recordings, books or other documents or information.
- 2.3.3 Obtain collect and receive money by way of grants, donations, bequests, legacies or other lawful method, provided that the Trust may not engage in any form of permanent trading.

- 2.3.4 Purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights and privileges necessary for the promotion of the above objects and construct, maintain and alter any buildings or erections which the Trust may think necessary for the promotion of its objects;
- 2.3.5 Make any regulations for any property which may be so acquired.
- 2.3.6 Subject to any consents as may be required by law; sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Trust with a view to the furtherance of its objects.
- 2.3.7 Receive money on deposit or loan and borrow or raise money in such a manner as the Trust shall think fit, subject to such consents as may be required by law.
- 2.3.8 Invest the monies of the Trust not immediately required for the furtherance of the said objects in or upon 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.
- 2.3.9 Recruit and train volunteers with relevant skills to carry out the objects of the Trust.
- 2.3.10 Employ and pay any person or persons, not being a member of the Management Committee (referred to below as "the Committee") to supervise, organise and carry on the work of the Trust and make all reasonable and necessary provision for the payment of remuneration to employees.
- 2.3.11 Promote and organise co-operation in the achievement of the above objects and to that end work in association with local authorities and voluntary organisations engaged in the furtherance of the above objects in the area of benefit.
- 2.3.12 Does all such other lawful things as may be necessary for the attainment of the above objects or any of them.

3.0 **Finance**

- 3.1 All monies raised by or on behalf of the Trust shall be applied to further the objects of the Trust and for no other **purpose provided that** nothing herein contained shall prevent the payment of legitimate out-of-pocket expenses to members of the Trust engaged upon the approved business of the Trust.
- 3.2 The Honorary Treasurer shall keep proper accounts of the finances of the Trust.
- 3.3 The financial year of the Trust shall run from 1 April to 31 March.
- 3.4 The accounts shall be audited at least once a year by an auditor of auditors who shall be appointed at the Annual General Meeting.
- 3.5 The audited statement of accounts for the last financial year shall be submitted by the Directors to the Annual General Meeting.
- 3.6 A bank account shall be opened in the name of the Trust with any such bank as the Directors decide. The Committee shall authorise in writing the Honorary Treasurer and one members of the Committee to sign cheques on behalf of the Trust. All cheques must be signed by both authorised signatories.

4.0 **Trust Property**

4.1 The Trust may appoint and may terminate the appointment of not less than three people to act as Trustees for the purpose of holding any monies or property belonging to the Trust. The title to all or any such real and/or personal property which may be required by or for the purposes of the Trust shall be vested in the Trustees who shall hold such property in trust for the Trusts. The Trustees shall act under the instructions of the Committee who shall, subject to the approval and consent of the Trust as determined by a General Meeting, have power to fill vacancies among the Trustees.

5.0 **Annual General Meeting**

5.1 The first Annual General Meeting of the Trust shall be held not later than April 2018 and in each year thereafter. An Annual General Meeting of the Trust shall be held at such place and time (not being more than fifteen months after the holding of the preceding Annual General Meeting) as the Committee shall determine.

5.2 At such an Annual General Meeting the business shall include the following:

5.2.1 The election of members to serve on the Committee as Directors;

5.2.2 The appointment of an auditor or auditors;

5.2.3 The consideration of an Annual Report of the work done by or under the auspices of the Committee;

5.2.4 The consideration of the audited accounts;

5.2.5 The transaction of such other matters as may from time to time be considered necessary.

6.0 **Rules of Procedure at all Meetings**

6.1 **Voting**

6.1.1 Subject to the provisions of Clause 7 hereof, all questions arising at any meeting shall be decided by a simple majority of those present and entitled to vote thereat. (In case of an equality of votes the Chairperson shall have a second or casting vote).

6.2 **Minutes**

6.2.1 Minute books shall be kept by the Committee and all sub-committees and the appropriate Secretary shall enter therein a record of all proceedings and resolutions.

6.3 **Quorum**

11.3.1 The quorum at General Meetings of the Trust shall be two (2).

6.4 **Standing Orders**

11.4.1 The Committee shall have the power to adopt and issue Standing Orders and/or Rules for the Association. Such Standing Orders and/or Rules shall come into operation immediately *provided always* that they shall be subject to review by the Association in General Meeting and shall not be inconsistent with this Constitution.

7.0 **Alterations to the Constitution**

7.1 Any alternations to this Constitution shall receive the assent of not less than three quarters of the members of the Trust present and voting at the Annual General Meeting or a meeting specially called for the purpose **provided that** notice of any such alternation shall have been received by the Honorary Secretary in writing not less than twenty one clear days before the meeting at which the alteration is to be brought forward.

7.2 At least fourteen clear days notice in writing of the meeting setting forth the terms of the alteration to be proposed shall be sent by the Honorary Secretary to each member of the Trust **provided further that** no alteration shall be made which would cause the Trust to cease to be a charity at law.

8.0 **Dissolution**

8.1 If the Committee by a simple majority decides at any time that on the grounds of expense or otherwise it is necessary or advisable to dissolve the Trust, they shall call a meeting of full members of the Trust

8.2 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 in the name of the Trust.

8.3 Any assets remaining after the satisfaction of any property debts and liabilities shall be given or transferred to such other charitable institution or institutions having objects similar to the objects of the Trust as the Committee may decide.

9.0 **Indemnity**

9.1 The Trust shall indemnify and keep indemnified every officer, member, volunteer and employee of the Trust from and against all claims, demands, actions and proceedings (and all costs and expenses in connection therewith or arising there from) made or brought against the Trust in connection with its activities, the actions of its officers, members, volunteers or employees, or in connection with its property and equipment but this indemnity shall not extend to liabilities arising from wilful and individual fraud, wrongdoing or wrongful omission on the part of the officer, member, volunteer or employee sought to be made liable. The Treasurer shall affect a policy of insurance in respect of this indemnity.

Sandra Squire

..... (Print Name)

Sandra Squire

..... (Signature)

Chairman

Nelson’s Coastal Watersports Trust CIC

.October 12th 2017..... (Date)