**Constitution of Friend of No1 CopperPot**

**Name**

The name of the Association shall be Friends of No1 CopperPot, hereinafter referred to as ‘the Association’.

**Location**

Friends of No1 CopperPot

Slater House, Oakfield Road
Cheadle Royal Business Park
Cheadle, Cheshire
SK8 3GX

**Objects**

The Association’s objects (‘the objects’) are:

To support the Police Family by running a society lottery for the No1 CopperPot Credit Union membership to raise funds to be used for:

* Donation of funds to No1 CopperPot Credit Union for training and development purposes. No1 CopperPot Credit Union is a community based financial co-operative whose members share the common bond, that being employed within the police family. It is a not-for-profit organisation owned and controlled by its members. The Association shall make donations to the No1 CopperPot Credit Union to be used on developing the Credit Union and training of employees.
* Donating funds to charitable causes which support the police family. The Association shall make donations to charitable causes which support the police family.
* Providing financial assistance to the police family in the form of a support grant/hardship/wellbeing fund. The Association shall consider financial assistance requests from members of the police family or the police force.

Friends of No1 CopperPot will donate at least 50% of net ticket sales across the three aforementioned objects.

The police family includes serving or retired Police Officers, police staff, special constables, Police Community Support Officer’s, ancillary staff which support the police and their immediate family.

**Powers of officers of the committee**

The members must manage the business of the Association and have the following powers to further the objects (but not for any other purpose):

1. To raise funds. In doing so, the members must not undertake any taxable permanent trading activity and must comply with any relevant statutory regulations.
2. To buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use.
3. To sell, lease or otherwise dispose of all or any part of the property belonging to the Association.
4. To employ and remunerate such staff as are necessary for carrying out the work of the Association.
5. To co-operate with other police family related charities or charitable services, voluntary bodies, and statutory authorities and to exchange information and advice with them.
6. To establish or support any charitable trusts, Associations or institutions formed for any of the charitable purposes included in the objects.
7. To obtain and pay for such goods and services as are necessary for carrying out the work of the Association.
8. To open and operate such bank and other accounts as the members consider necessary.
9. To do all such other lawful things as are necessary for the achievement of the objects.
10. None of the income or property of the Association may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Association.

**Application of income and property**

The income and property of the Association must be applied solely towards the promotion of the objects.

An officer of the committee is entitled to be reimbursed from the property of the Association or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Association.

None of the income or property of the Association may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Association.

Nothing in this clause shall prevent an officer of the committee or connected person receiving any benefit or payment which is authorised in the “scope and powers permitting officers of the committee or connected persons’ benefits.”

**Benefits and payments to officers of the committee and connected persons**

**General provisions**

No officer of the committee past or present or connected person may:

* Buy or receive any goods or services from the Association on terms preferential to those applicable to members of the public,
* Sell goods, services, or any interest in land to the Association,
* Be employed by, or receive any remuneration from, the Association. For clarification no member of the Association may receive a salary or any type of payment apart from that which is referred to in the scope and powers permitting officers of the committee or connected persons’ benefits,
* Any other financial benefit from the Association;
* unless the payment or benefit is permitted by sub-clause (2) of this clause or authorised by the court or the prior written consent of the Charity Commission (“the Commission”) has been obtained. In this clause, a “financial benefit” means a benefit, direct or indirect, which is either money or has a monetary value.

**Scope and powers permitting officers of the committee or connected persons’ benefits**

An officer of the committee or connected person may enter into a contract for the supply of services and/or goods which will support with furthering the objects of the Association. Any contracts must be agreed by quorum before signing. The officers of the committee may delegate this power to senior management at No1 CopperPot Credit Union once the agreement to proceed with the procurement of a contract for a service has been agreed by quorum. The members may at any time alter those terms and conditions or revoke the delegation.

The only premises the Association shall use in pursuit of achieving their objects shall be that of No1 CopperPot Credit Union.

An officer of the committee or connected person may take part in the normal trading and fundraising activities of the Association on the same terms as members of the public.

**Conflicts of Interest**

A committee Association member 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 Association or in any proposed transaction or arrangement entered into by the Association which has not been previously declared.
2. Absent himself or herself from any discussions of the Association in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Association and any personal interest (including but not limited to any personal financial interest).
3. Any member 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 committee Association members on the matter.

**Liability of members to contribute to the assets of the Association if it is wound up**

If the Association is wound up, the members of the Association have no liability to contribute to its assets and no personal responsibility for settling its debts and liabilities.

**Functions and duties of officers of the committee**

The officer of the committee shall manage the affairs of the Association and may for that purpose exercise all the powers of the Association. It is the duty of each officer of the committee:

* To exercise his or her powers and to perform his or her functions in his or her capacity as an officer of the committee of the Association in the way he or she decides in good faith would be most likely to further the purposes of the Association; and
* To exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to:
* any special knowledge or experience that he or she has or holds himself or herself out as having; and,
* if he or she acts as an officer of the committee of the Association in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.

**Eligibility for the committee**

Every officer of the committee must be a natural person.

* No individual may be appointed as an officer of the committee if:
* If he or she is under the age of 18 years; or
* Until he or she has expressly acknowledged, in whatever way the Association decide, his or her acceptance of the office of officer of the committee.

**Number of officers of the committee**

There must be at least 3 officers of the committee. If the number falls below this minimum, the remaining officer or officers of the committee may act only to call a meeting of all officers of the committee, or appoint a new officer of the committee.

There is no maximum number of charity trustees that may be appointed to the CIO.

**Officers of the Committee**

The Association shall have the following Officers:

1. A Chairman, Treasurer and Secretary with up to five elected members (together ‘the officers of the committee for the Association’).
2. No1 CopperPot Credit Union will nominate a director or appointed representative to attend each Committee Meeting, but they will not be entitled to vote unless in reference to how finance is allocated. This is solely to provide informational updates on things such as marketing which the Association will engage the Credit Union to complete on their behalf as it is to be done via their website to their membership.
3. The Committee may elect additional member(s) as and when circumstances require, although this cannot include directors or employees of No1 CopperPot Credit Union.
4. In selecting individuals for appointment as an officer of the committee, the Association must have regard to the skills, knowledge and experience needed for the effective administration of the Association.
5. Any appointment must be made at a meeting held according to the ordinary practice of the appointing body.
6. Each appointment must be for a term of three years.
7. The Committee Members shall be proposed, seconded, and elected by ballot at the Annual General Meeting and shall continue to hold office until the next Annual General Meeting. The appointment will be effective from this date.
8. Retiring Officers or Committee Members shall be eligible for re-election.
9. The Committee will meet bi-annually (save where the Committee itself shall by a simple majority resolve not to meet), and the quorum of that meeting shall be at least four.
10. No business shall be transacted at any general meeting unless a quorum is present. During a meeting a quorum ceases to be present, the meeting shall be adjourned to such a time and place as the members shall determine.
11. At least seven clear days’ notice of the re-convened meeting must be given and must state the date time and place of the meeting.
12. 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.
13. The Chairman and Secretary shall have discretion to call further meetings of the Committee if they consider it to be in the interest of the Association.
14. The Secretary shall give all the members of the Committee at least a weeks’ notice of a meeting.
15. Decisions of the Committee shall be made by a simple majority and in the event of equality of votes the Chairman (or acting Chairman of that meeting) shall have a casting or additional vote.
16. The Secretary, or in their absence, a member of the Committee shall take minutes.
17. The Committee shall be responsible for the management of the Association and shall be responsible for ensuring that the accounts of the Association for each of the financial year be examined by an independent auditor, appointed by the members in the Annual General Meeting, who must not be a member of the Committee or a family member of the Committee.
18. General meetings shall be chaired by the person who has been elected as Chair and If there is no such person or he or she is not present within fifteen minutes of the time appointed for the meeting a member of the committee nominated by the rest shall chair the meeting. If there is only one member present and willing to act, he or she shall chair the meeting. If no member is present and willing to chair the meeting within fifteen minutes after the time

appointed for holding it, the members present and entitled to vote must choose one of their number to chair the meeting.

1. The members of the Committee shall be indemnified by the members of the Association against all liabilities properly incurred by them in the management of the Association.

**Information for new officers of the committee**

The committee will make available to each new officer, on or before his or her first appointment:

* a copy of the current version of this constitution; and
* a copy of the latest Annual Report and statement of accounts.

**Retirement and removal of officers of the committee**

An officer of the committee ceases to hold office if he or she:

* retires by notifying the Association in writing (but only if enough officers of the committee will remain in office when the notice of resignation takes effect to form a quorum for meetings);
* is absent without the permission of the committee from all their meetings held within a period of six months and the trustees resolve that his or her office be vacated;
* dies;
* in the written opinion, given to the Association, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a trustee and may remain so for more than three months;
* Any person retiring as a charity trustee is eligible for reappointment.

**Membership**

1. The members of the Association shall be its officers of the committee for the time being. The only persons eligible to be members of the Association are its officers of the committee. Membership cannot be transferred to anyone else.
2. Any officer of the committee who ceases to be an officer automatically ceases to be a member of the Association.
3. Membership is open to only to those officers of the committee and may be referred to in this document as members or officers of the committee.

**Informal or associate membership**

The officers of the committee may create associate or other classes of non-voting membership and may determine the rights and obligations of any such members and the conditions for admission to, and termination of membership of any such class of members.

Other references in this constitution to “members” and “membership” do not apply to non-voting members, and non-voting members do not qualify as members for any purpose.

**Decisions which must be made by the officer of the Committee**

Any decision to:

* Amend the constitution of the Association;
* Amalgamate the Association with, or transfer its undertaking to, one or more other Associations; or
* And up or dissolve the Association (including transferring its business to any other society)

Decisions of the members may be made either:

* By resolution at a general meeting; or
* By resolution in writing.

These provisions require the resolution to be agreed by a 75% majority of those members voting at a general meeting or agreed by all members in writing.

Except where a resolution in writing must be agreed by all the members, such a resolution may be agreed by a simple majority of all the members who are entitled to vote on it. Such a resolution shall be effective provided that:

* A copy of the proposed resolution has been sent to all the members eligible to vote; and
* The required majority of members has signified its agreement to the resolution in a document or documents which are received at the principal office within the period of 28 days beginning with the circulation date. The document signifying a member’s agreement must be authenticated by their signature, by a statement of their identity accompanying the document, or in such other manner as the Association has specified.
* The resolution in writing may comprise several copies to which one or more members has signified their agreement. Eligibility to vote on the resolution is limited to members who are members of the Association on the date when the proposal is first circulated.

**Annual General Meeting**

The Annual General Meeting of the Association shall be held each year within six months of the end of the financial year. The Committee shall fix the date for the Annual General Meeting. The purpose of the Annual General Meeting is to transact the following business:

1. To receive the Chairman’s report of the activities of the Association during the previous year.
2. To receive and consider the accounts of the Association for the previous year and the report on the accounts of the independent examiner and the Treasurer’s report as to the financial position of the Association.
3. To elect the Officers and other members of the Committee.
4. To appoint an independent auditor for the ensuing financial year if required.
5. To decide any resolution which may be submitted.
6. Nominations for election of membership of the Committee shall be made in writing or email by the proposer and seconder to the Secretary by no later than 21 days prior to the meeting. Notice of any resolution proposed to be moved at the Annual General Meeting shall be given in writing or by email to the Secretary by not later than 21 days prior to the meeting.
7. Matters concerning the management and administration of the Association need not be subject to the foregoing, at the discretion of the Chair.

**Special General Meeting**

A Special General Meeting may be called at any time by the Committee.

A Special General Meeting shall be called by the Secretary within 28 days of receipt of a requisition in writing signed by not less than ten members of the Association, stating the purposes for which the Meeting is required, and the resolutions proposed. No other business will be transacted at such meeting.

Procedure at Annual General Meeting and Special General Meeting:

1. The Secretary shall personally be responsible for the publication of the date, time, and place of the General Meeting together with the list of resolutions to be proposed there at least seven days before the meeting and in the case of the Annual General Meeting a list of the nominees for the Committee posts and a copy of the examined accounts.
2. The Notice of Meeting shall be given on No1 CopperPot Credit Union’s website and where else they see fit.
3. The quorum for the Annual and Special General Meetings shall be seven members of the Association.
4. The Chairman, or in their absence a member selected by the Committee, shall take the Chair, each member present shall have one vote and resolutions shall be passed by a simple majority.
5. In the event of equality of votes the Chairman, (or acting Chairman of that meeting), shall have a casting or additional vote.
6. The Secretary, or in their absence a member of the Committee, shall take minutes at a Special or Annual General Meeting.
7. The Chairman shall at all General Meetings have unlimited authority upon every question of order and shall be, for the purpose of such meeting, the sole interpreter of the Rules of the Association.

**Minutes**

The members of the committee must keep minutes of all:

1. appointments of officers and members made by the members,
2. proceedings at meetings of the Association,
3. meetings of the members and committees of members including:
4. the names of the members present at the meeting,
5. the decisions made at the meetings; and
6. where appropriate the reasons for the decisions.

**Amendment of constitution**

The Association may amend any provision contained in this constitution provided that:

1. No amendment may be made that would have the effect of making the Association cease to be an Association 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 Association.
3. Any amendment is made by a resolution passed by a 75% majority of those voting at a general meeting of the members or,
4. By resolution agreed in writing by all officers of the committee

**Keeping of Registers**

The Association must comply with its obligations to the keeping of, and provision of access to, a register of its members. It must be mindful of its responsibilities under data protection laws.

**Finance**

All monies payable to the Association shall be received by an appointed Credit Union representative and credited in a bank account in the name of the Association. Any payments shall be drawn from that account by a cheque signed by two of the three signatories who shall be the Chairman, Treasurer, and an appointed Credit Union representative.

No dividends shall be paid to anyone, which includes members or any officer of the committee.

As lottery entry fees are held with No1 CopperPot Credit Union they are protected by the Financial Service Compensation Scheme until they are paid into the lottery system on the day the draw takes place. They are not however eligible for any form of dividend from the Credit Union at any point.

Friends of No1 CopperPot will donate at least 50% of net ticket sales to:

* No1 CopperPot Credit Union to be used on developing the Credit Union and training of employees.
* To charitable causes which support the police family.
* To providing financial assistance to the police family in the form of a support grant/hardship/wellbeing fund.

The Association will ensure that at least 30% of income is returned to Association members in terms of prizes.

The financial transactions of the Association shall be recorded by the Credit Union’s appointed representative, and in such manner as the Committee think fit. Reconciliation of the accounts will take place monthly and reviewed annually by an external auditor. The finances and bank accounts of the Association shall be held separate to that of the Credit Union and the Credit Union’s purpose is to act solely as a financial intermediary to support with the accounting of the Association.

The financial year of the Association shall be the period commencing on 1st October and ending on 30th September the following year. Any change to the financial year shall require the approval of the members in an Annual General Meeting.

Members of the Association will abide by their Expenses Policy.

**Additional Rules**

Rules are the internal procedures adopted by the officers and members of the committee for the proper administration of the Association. They cannot be used to change any of the provisions in this constitution.

The members may from time to time make rules for the conduct of their Association.

They may regulate the following matters but are not restricted to them:

The admission of members to the Association and the rights and privileges of such members, and the entrance fees, subscriptions and other fees or payments to be made by members.

* The conduct of members of the Association in relation to one another, and to the Association’s employees and volunteers.
* The procedure at general meeting and meetings of the members in so far as such procedure is not regulated by this constitution.

**Notice of changes**

If any changes are made to the rules the Association officers and committee must adopt such means as they think sufficient to bring the changes to the notice of members of the Association.

The rules shall be binding on all members of the Association, and none shall be inconsistent with, or shall affect or repeal anything contained in, this constitution.

All notifications for members of the Association shall be done on the website of No1 CopperPot Credit Union on the designated Friends of No1 CopperPot page.

If a change is considered material, then all members will be contacted by electronic means, normally email, unless they do not have a registered email address and they will then be issued a letter. Material may include the cost of the monthly entry to the lottery or a significant change to the objects of the Association.

A member who does not register a valid address or email with the Association shall not be entitled to receive any notice from the Association.

A notice shall be deemed to be given 48 hours after the envelope containing it was posted or, in the case of an electronic communication, 48 hours after it was sent.

**Engagement of No1 CopperPot Credit Union**

The Association will engage, by agreement, No1 CopperPot Credit Union to complete certain tasks. These will include but are not limited to:

* Using their website to display their objects, rules, charitable contributions and lottery information and the update of this.
* The collection and transferring of funds for entry into the lottery.
* Marketing of the lottery.
* Completing full anti money laundering procedures on all members joining the Credit Union as this allows them eligibility enter the lottery.

In these instances, the Association will ensure that full training is provided to the colleagues of No1 CopperPot Credit Union involved in any of the processes. This will range from, but is not limited to, money laundering training to the procedure on how to collect funds for the lottery and what information should be provided to those entering the lottery. Each element of the training will be the same training received by the Association themselves.

**Dissolution**

A resolution to dissolve the Association shall only be proposed at an Annual General Meeting and shall be carried by a majority of at least 75% of the members present.

The dissolution shall take effect from the date of the resolution or order and the members of the Committee shall be responsible for the winding-up of the assets and liabilities of the Association.

By a resolution agreed in writing by all members of the Association.

Any property remaining after the discharge of the debts and liabilities of the Association shall be given to No1 CopperPot Credit Union.

**Disputes**

If a dispute arises between members of the Association about the validity or propriety of anything done by the Association committee under this constitution, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.