



*The Friendship Force of Cornwall UK*

*Changing the way you see the World*



## CONSTITUTION

**OCTOBER 2009**

(Including amendments agreed at 2008 and 2009 AGM's)

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## **1 NAME**

The name of the association shall be **THE FRIENDSHIP FORCE OF CORNWALL, UK** (hereinafter referred to as the Club), with the name being written in proper sequence with no deviations. This name shall not be changed unless permission has first been obtained from Friendship Force International, hereinafter referred to as FFI.

## **2 PURPOSES**

The purposes of the Club shall be:

- a) To provide leadership and support of the cultural exchange programme.
- b) To provide continuity of Friendship Force activities through education and cultural means.
- c) To increase programme awareness by disseminating information to Club members and to interested persons in the community.
- d) To recruit members and maintain an active membership file.
- e) To provide an orderly means of assembling and retaining pertinent records for use in establishing and assisting Exchange Committees.

This Club is not organised and shall not be operated for pecuniary gain or profit. No part of the Club and no part of its net earnings shall inure to the benefit of any private individual. This Club shall never be authorised to engage in a regular business of a kind ordinarily carried on for profit or in any other Club activity except in furtherance of the purposes stated above for which the Club is organised. The Club shall never engage in propaganda, attempt to influence legislation, or participate in any political campaign on behalf of any candidate for public office, nor shall any part of its property or any part of the income there from be devoted to such purposes.

## **3 MEMBERS**

Any person may become and remain a member of the Club provided that they:

- support the purposes
- confirm in writing that they will comply with the Constitution
- pay their subscription
- Are elected by the committee (added 18/10/2009)

The membership year shall run from the date of one AGM until the next.

All members agree that their personal and contact details may be supplied to other members of Friendship Force in order to facilitate communication and the organisation of social events and exchanges (agreed 26/10/08).

## **4 NON-MEMBERS**

Persons who are non-members of the Club may be welcomed and included in social activities for the purposes of extending friendships and becoming acquainted with the FF.

Non-members may also be invited by an Exchange Director (ED) to support an incoming exchange provided that:

- they have read this Constitution and agreed to abide by it;
- they are known by a Full Member;
- they wear a self-provided name badge during the exchange.

Outbound exchanges are open only to full members of FFC or of any other club that is part of Friendship Force International

## **5 ATTENDANCE AT CLUB EVENTS**

Members must note and fully accept that participation in any club activity is entirely on the basis that all club activities are “between friends” and FFC accepts no liabilities consequential or otherwise for any incident.

## **6 THE EXECUTIVE COMMITTEE (EC)**

The executive committee shall consist of President and Vice President (if in place), Secretary, and Treasurer and up to eight other members of the club to a total of 12. All members of the committee will automatically resign at the AGM and all may stand for re-election. In addition, members may be elected for specific posts (e.g. exchange director, event organiser) by the EC or a GM. Once elected, all members shall serve until the next AGM.

### **6.1 President**

When available, the President shall preside at meetings of the EC. He/she shall exercise powers and perform the duties normally associated with the office of a Chairman of a committee in Britain. If the President be unavailable, meetings of the EC shall be chaired by the Vice-President, or by a chairman selected by a majority of the committee members present.

The President shall agree and personally sign (or be named below) important communications including press releases. No such communications shall be made without approval by the EC. The President shall copy all communications made personally regarding the club to the Secretary for the records of the Club and the information of the EC.

### **6.2 Vice President**

In extraordinary circumstances, the Vice President shall act in the absence of the President, in accordance with 6.1.

### **6.3 Secretary**

The Secretary shall maintain membership lists, arrange General Meetings and EC meetings, shall circulate notices of them, shall take minutes of meetings and undertake other associated duties unless these are otherwise delegated by the EC.

### **6.4 Treasurer**

The Treasurer shall be responsible for managing all the financial aspects of the Club including opening bank accounts as approved by the EC, keeping records, depositing and paying out monies, financial reporting to the EC and compiling annual accounts in preparation for audit prior to the AGM. The EC may delegate some of these powers to other member(s) of the committee for defined events (e.g. exchanges, social activities)

### **6.5 Non-availability of a member of the EC**

Should an officer become unavailable to the EC then a majority of the other EC members may elect a replacement to serve until such time as the relevant officer becomes re-available or until the AGM. If reasonable, this election should be made at a meeting of the EC but, in exceptional circumstances, it may be made by other means of communication.

### **6.6 Transfer of Office**

All outgoing officers agree to turn over their records to incoming officers and to furnish lists of outstanding actions, within one week of the AGM.

The turnover of the office of Treasurer should follow the annual internal or external audit of the Annual Accounts. If an advanced turnover is essential, the Accounts shall be especially prior audited.

### **6.7 Quorum**

A quorum of the EC shall consist of five members of the EC.

## **6.8 Meeting Frequency**

The EC shall meet as and when required but only after all members of the EC have been advised or are out of communication.

## **6.9 Agenda Items**

Except in exceptional circumstances, items for the agenda shall be circulated to all EC members, one week before the meeting. The secretary, or, if he/she is not available, any other member of the EC, shall circulate the agenda. Non-agenda items may be covered if a majority of the members present is in agreement.

## **6.10 Meeting Procedures**

All matters of procedure, not specifically covered by this document, shall be in accordance with **Robert's Rules in Plain English** by Doris P. Zimmerman (ISBN 0-06-273476-8)

## **6.11 Exchange Planning**

### **6.11.1 Future Outgoing Exchanges**

The EC shall ensure that the wishes of the membership be defined in relation to the locations and duration of future exchanges such that details may be submitted to FFI to assist them in selecting suitable exchanges. It is the responsibility of the EC to confirm, reject or seek to amend FFI proposals.

### **6.11.2 Future Incoming Exchanges**

It shall be the responsibility of the EC to decide whether to accept or reject all proposed incoming exchanges.

The homes of members may be visited to assess accommodation/facilities prior to hosting (added 18/10/09)

### **6.11.3 Appointment of Exchange Directors**

Any member may be nominated as an ED and appointed by the EC.

Exchange Directors are appointed to manage inward and outward exchanges. They shall join the EC and sit as members during the term of the project and until the following AGM if they are not already EC members. During their term they will, through the mechanism of co-ordination with the President, other EC members and the club membership, use the resources budgeted and approved by the EC, to plan, execute and conclude the exchange. It is the responsibility of the EC to determine that any ED chosen has the ability to undertake this function with adequate regard to the financial and legal responsibilities involved.

The EC shall continue to monitor the progress of the organisation of the exchange and shall reserve the right to remove or replace the ED. The EC has the right to cancel any potential exchange without compensation.

## **7 FINANCE**

### **7.1 Annual Subscriptions**

Membership fees shall be an AGM Agenda item. The EC shall determine their recommendation for annual subscription rates, prior to the General Meeting. The General Meeting will decide the rates for the subsequent year for both Family and Single membership. Subscriptions shall be payable at the Annual General Meeting.

The Committee has the prerogative to waive membership fees. (added 18/10/09)

The current separate cost of a FF badge (essential for exchange) shall be included with, and in addition to, the first year's membership. Any part of the fees, which will be levied either to FFI, or elsewhere, shall be clearly stated to the AGM.

New members joining in the first four months of the year, pay the full subscription. In the second

four months, they pay a half years subscription and anyone joining in the final four months is carried over to the following year.

Membership shall be deemed to have lapsed if not renewed within three calendar months of the due date.

## **7.2 Financial Year**

The Financial Year of the Club shall be from October 1<sup>st</sup> to September 30<sup>th</sup>.

## **7.3 Authorised Signatures**

Two signatures shall be required on cheques prepared by the Treasurer, which shall be any two of the Treasurer, the President, Vice President or the Secretary, these signatures having been previously mandated with the bank. Exchange Directors may operate separate bank accounts, as they require, but must provide details of income and expenditure to the EC on completion of the exchange.

## **7.4 Annual Accounts**

The Treasurer shall prepare a statement of the Annual Accounts to the end of the Financial Year. These Accounts shall be scrutinised for completeness by either a competent Member or non-member, named at the previous AGM or by an Auditor appointed by the EC. Following this process the Treasurer will present the Account to the AGM for acceptance.

## **7.5 Fund Raising**

The Club may undertake fund-raising activities in support of its objectives.

## **7.6 Commitment of Funds**

No contract (the promise to or the immediate [retail] purchase of goods or services) deemed to be for or in the name of the Club, shall be entered into without prior approval by the committee. The authorisation for committal for the Club funds by the EC shall clearly state either an exact amount or a budget (a figure which may vary reasonably) or a ceiling amount (cash limit).

## **7.7 Expenses**

In exceptional circumstances, the EC may authorise re-imbusement for reasonable expenses already incurred on behalf of the club and in line with the objectives of the club. In normal circumstances, expenses or costs may not be authorised unless a budget (which may be an estimate) was previously approved by a vote of the EC. Amounts for expenses may not be deducted beforehand from the Club funds held in the course of claimant's Club activities unless this has been authorised by a prior vote of the EC.

## **8 INSURANCE**

### **8.1 The Club**

The Club shall participate in a suitable economical insurance scheme covering the risks of claims arising from third parties and from within the Club itself. It is the responsibility of the Treasurer to supply written details of such insurance to all EC members and to any other members on request.

### **8.2 Members**

It is a member's personal responsibility to ensure that their household insurance carries adequate cover for third party liability. No person may act as host for an incoming ambassador unless they hold such insurance and no member may use their personal premises for any club activity unless they possess such insurance.

## **9 ATTENDANCE AT FF CONFERENCES**

A member of the Executive Committee should attend UK conferences if funds permit but attendance at European and International Conferences is to be decided individually on merit by

the EC. A budget for attendance at any conference must be agreed by the EC in advance of any commitment to attend. Any representative of FFC, attending such conference(s) shall do so only after ensuring that he/she is familiar with the views of the members of FFC on the items to be debated and can adequately represent these views.

## **10 CONSTITUTION AND AMENDMENT**

### **10.1 Updated Constitution**

The Secretary shall keep the Constitution. All Members of the Club shall be provided with a copy of the Constitution. Amendments to the Constitution approved by a General Meeting shall be promulgated either piecemeal or by complete re-issue of the whole.

### **10.2 Amendment Procedure**

Any member may make proposals for amendments to the Constitution. Constitution amendment or replacement proposals shall be sent to the Secretary and President, at least 21 days before the planned date of a General Meeting. The text of proposals will be included by the Secretary or President with the Calling Notice for the General Meeting, at least 14 days in advance of the General meeting. This is to allow adequate consideration of the amendments or replacement by members in advance of the meeting. Following any amendment or re-issue of the constitution, all members will be expected to sign that they will abide by it.

## **11 ANNUAL GENERAL MEETING (AGM)**

### **11.1 Date**

An AGM shall be held in (or, for exceptional reasons, close to) November of each year. Written notice of the time, date and place of the meeting shall be sent to all members at least 14 days prior to the AGM. Such written notice must include details of any proposals to amend the constitution.

### **11.2 Purposes**

The purposes of the AGM shall be: -

- to receive an Annual Report and Audited Accounts
- to elect Officers and additional EC members
- to appoint Auditors
- to consider other items appropriate to this constitution
- to consider agenda items for the UK conference and to determine the views of the members on these items.

### **11.3 Elections**

Any member may be proposed and seconded by any other members for any office, provided that the candidate has agreed to the nomination. A show of hands will be acceptable if there is only one nomination for a post.

- A secret ballot will be held when there is more than one nominee for a post.
- The President, or other person chairing the meeting, will have the casting vote, in the event of a tie.
- Voting on all other matters shall be by a show of hands unless one third of the members call for a secret ballot.
- A quorum shall be one third of the paid up membership of the Club.

### **11.4 Notification to FFUK and FFI**

The outgoing President (or incoming President if the outgoing President is unavailable or unwilling) shall inform FFI and the FF UK Co-ordinator of the personal details of the incoming Officers of the EC within one week following the AGM date.

## **12 EXTRAORDINARY GENERAL MEETINGS (EGM)**

### **12.1 Justification**

An EGM may be called only if there is a specific item(s) of urgent business to consider and provided that the meeting is not held within 28 days of either the last or of the next AGM.

An EGM may be convened by any four members of the EC or by one third of the members of the club. The President and Secretary shall be informed in writing of the demand to call such a meeting and of the subject matter that is to be considered.

### **12.2 Calling of EGM**

The President or Secretary must call such a meeting within 21 days of the demand for an EGM and must ensure that all contactable members are informed of the date, location and agenda items for the meeting.

### **12.3 Procedures**

Other criteria relating to an EGM are the same as those applying to an AGM.

## **13 REPRESENTATIONS**

All members of the EC shall hold themselves always available to take opinions or representations from Club members on all matters of the Club and also matters concerning other FF organisations and clubs. If the matter is complicated or important, it should be represented in writing to the Secretary and will be tabled at the next EC meeting.

## **14 SERIOUS COMPLAINTS**

Serious complaints shall be treated formally and shall be made in writing over the complainant's name to the Secretary and President. They will ensure that the complaint be addressed at the next meeting of the EC. A written reply will be provided as soon as possible, noting it may take more than one meeting of the EC to resolve. A complaint shall be considered only if there is an allegation of failure to comply with the Constitution.

### **14.1 Against a member**

If the serious complaint is against a member of the Club, the matter will be treated as above but with the following variation and motions:

### **14.2 Against the Secretary**

If the serious complaint is against the Secretary, the complaint shall be sent direct to the President and Treasurer for tabling at the next EC meeting. In extreme circumstances, either or both may call an extra-ordinary meeting of the EC.

### **14.3 Against the President**

If the serious complaint is against the President, it shall be sent to the Secretary and Treasurer for tabling at the next EC meeting. In extreme circumstances, either or both may call an extra-ordinary meeting of the EC. For debate of this serious complaint the President shall sit aside temporarily only for the period of the debate, which will be chaired by some other member of the EC agreeable to the majority of the EC members present.

### **14.4 EC Procedure**

A meeting to consider the complaint should be organised with minimal delay. The hearing and debate of a serious complaint shall be concluded with a motion of Confidence or No Confidence in the person complained against. If a majority of the EC has Confidence in that member, the President (or other person temporarily chairing) shall sign an appropriate letter to the complainant copied to the member complained against. If a majority of the EC has No Confidence in the member, the President (or person temporarily chairing) shall lead the EC further to debate an

appropriate measure. This may be one or more of the following examples:

'Warning', 'Admonishment', 'Request to stand down from Office or from EC', 'Request to resign from Club'.

Upon an appropriate motion being passed by a majority of the EC, the person shall be informed in writing and the measure deemed to apply. The complainant shall also be informed in writing.

Should the Officer, EC member or Club Member, who is the subject of complaint, decline to accept the EC motion the President (or other person chairing) shall represent the facts to the President of a British FF Club for fair comment.

## **15 NON SERIOUS COMPLAINTS**

Non-serious complaints can be stated to an Officer or EC member who will advise, or obtain advice, for the member accordingly.

## **16 DISSOLUTION**

In the event of the Club being unable to continue its operation, by resolution of a General Meeting, the Club may dissolve itself. In such circumstances the assets of the Club shall be passed on to another organisation operating within the Friendship Force. Failing this, funds may be passed to another organisation operating for charitable purposes. The demand for a quorum of members may be waived if insufficient members attend a General Meeting specifically called to consider dissolution.

## **17 OUTGOING EXCHANGES**

Outgoing Exchange Directors must issue details of the conditions that must be accepted by potential ambassadors if they are to travel. These will cover matters such as the fact that no ambassador may travel without insurance, complaints, legal liability, disclosure of certain personal information, costs, behaviour etc. Some ambassadors may not be members of FFC but must still agree to abide by the conditions defined. It is the responsibility of the Exchange Director to ensure that all members and non-members who participate in an FFC exchange have given written agreement that they have read and will abide by the conditions.

## **18 LEGAL JURISDICTION**

Any proceedings concerning this constitution shall be governed by English Law.