

**CONSTITUTION OF THE
CAULCOTT AREA RESIDENTS ASSOCIATION (CARA)**

1. NAME

The name of the organisation shall be the Caulcott Area Residents Association (hereinafter called “the Association”). The Association shall be a non-profit community-based organisation with objects as set out in Clause 2 below.

2. PURPOSE

The purpose of the Association shall be:

- to represent the historic settlement of Caulcott and seek to protect its identity, community and the character of its beautiful rural location set within the North Oxfordshire countryside
- any other purpose agreed by the Association.

More specifically the objectives of the Association shall be:

- (a) Protect the Caulcott Gap from development and oppose settlement coalescence.
- (b) Diminish flooding and environmental threat to Caulcott from nearby development.
- (c) Challenge the cumulative infrastructure impacts of multiple neighbourhood planning applications to seek to protect the Caulcott area from the consequences of overdevelopment.

3. ACTIVITIES

In furtherance of the said purpose but not otherwise the Association shall have the following powers:

- a) to publicise and promote the work of the Association and organise meetings, exhibitions, events or workshops;
- b) to work with groups of a similar nature, including the Lower Heyford and Caulcott Parish Council, and exchange information, advice and knowledge with them, including cooperation with other voluntary bodies, charities, statutory and non-statutory organisations;
- c) to take any form of action that is lawful, which is necessary to achieve the objects of the Association, including taking out any contracts which it may see fit;
- d) to promote and carry out or assist in promoting and carrying out research, surveys and investigations and publish useful results thereof;
- e) to invite and receive contributions and raise funds where appropriate, to finance the work of the Association, and to open a bank account to manage such funds.

4. MEMBERSHIP AND ACCOUNTABLE BODY

(a) Membership of the Association shall be open to all residents of Caulcott, which shall include residents living within 0.5 miles of its boundary. Exceptionally the Representative Body may co-opt members who reside outside of this boundary who share the aims of the association.

(b) The Association reserves the right to revoke membership in event of a conflict of interest of any of its members with the Association and/or who may bring the Association into disrepute. This will be determined by the Representative Body.

(c) Those wishing to become members of the Association should contact the Chair through the following e mail address: caulcottareassn@gmail.com

(d) There is currently no fee for membership of the Association however a membership fee could be instituted following a vote of a simple majority of members at an AGM or EGM.

5. ANNUAL GENERAL MEETING

Once in each calendar year the Association shall hold its Annual General Meeting. The Secretary shall give at least 14 days' notice to members.

Before any business is transacted at the first Annual General Meeting the persons present shall appoint a chair of the meeting. The Chair of the Association shall be the chair of subsequent annual general meetings, but if he or she is not present, before any other business is transacted, the persons present shall appoint a chair of the meeting.

The business of each Annual General Meeting shall be: -

to consider the work and activities of the Association during the preceding year;

to receive the accounts of the Association for the preceding financial year, if applicable;

to elect the Representatives of the Association in accordance with Clause 7 hereof;

to determine the level of membership fees for the forthcoming year if applicable in accordance with clause 4;

to consider and vote on any proposal to alter this constitution in accordance with Clause 14 hereof;

to consider any other business of which due notice has been given.

6. EXTRAORDINARY GENERAL MEETINGS

The Chair of the Association may at any time at his/her discretion and the Secretary shall within 14 days of receiving a written request so to do signed on behalf of at least one third of the members, call an Extraordinary General Meeting of the Association to consider the business specified on the notice of meeting and for no other purpose. Such notice shall be given in writing to all members 21 days in advance of the Extraordinary General Meeting.

7. REPRESENTATIVES

The Representatives of the Association shall include a Chair, a Secretary and other nominated representatives which may, in due course, include a Treasurer. Representatives shall be elected at the

Annual General Meeting. Candidates for election as Officers must be members of the Association as defined in Section 4 of this constitution. Nomination of such candidates shall be received in writing by the Association's Secretary fourteen days before the Annual General Meeting, but in the event of no such nomination being received for one or more officers, the person presiding at the Annual General Meeting shall call for nominations from the floor. Voting shall be by show of hands in person at the AGM.

Vacancies among the Officers, which occur during the year, may be filled by a decision of the Representatives until the next Annual General Meeting.

The Representatives shall serve in their respective capacities as Representatives and may also be appointed members of any sub-committees established in accordance with clause 9 hereof.

8. REPRESENTATIVE BODY

(a) The purpose of the Representative body is:

- to convene meetings of the Association and maintain good communication with its members,
- to record and disseminate decisions of the Association
- to identify issues that go counter to the purpose of the Association
- develop a prioritised action plan to seek to address these issues, lobby appropriate bodies and protect Caulcott's identity, community and the character of its rural location
- build appropriate resourcing to achieve the aims of the Association.
- to develop common strategies for engaging with other organisations to further the aims of the Association

(b) The proceedings of the Representative Body shall not be invalidated by any failure to elect or any defect in the election, appointment, co-option or qualification of any member.

(c) Representatives shall hold office for a term of three years. However at the first election following the adoption of this constitution the terms shall be as detailed below. All subsequent elections, at the end of these staggered terms, shall be for a three year term:

- (i) The Chairman shall retire after 3 years
- (ii) The Secretary shall retire after 2 years
- (iii) Treasurer, as and when required, shall retire after 1 years
- (iv) Representative 1 shall retire after 3 years
- (v) Representative 2 shall retire after 2 years
- (vi) Any further Representative (3 and beyond) shall retire after 1 year

All Representatives shall retire from office at the conclusion of the next Annual General Meeting after the anniversary on which they came into office, but they may stand for re-election or re-appointment

(d) Any members are eligible to attend Representative meetings (but shall not have the power to vote).

(e) There shall be a minimum of 4 members of the Representative Body.

9. SUB-COMMITTEES

Sub-Committees may be established from time to time by the Representative body for the organisation of a particular activity or service or focus on a specific topic or issue.

The Representatives shall determine the terms of reference of the sub-committee and may also determine its composition and the duration of its activities.

The sub-committee shall have the power to co-opt additional members up to one third of the number of elected or appointed.

Each sub-committee shall appoint its Chair.

All acts and proceedings of the sub-committee shall be reported back to the Representative Body as soon as possible.

10. RULES OF BUSINESS

(a) Voting

(i) Each member of the Association shall be entitled to vote at General Meetings of the Association.

(b) Quorum

(i) A quorum at a General Meeting shall be when at least 25% of members are present. In the event that no quorum is present at an Annual General Meeting or if the meeting has to be abandoned, the meeting shall be adjourned and be reconvened 14 days later. Those members present at the reconvened meeting shall be deemed to form a quorum.

(ii) The quorum for Representative Body meetings shall be when four members are present.

(iii) The quorum for sub-committees shall be one third of the members appointed to it, providing that no less than two members are present.

(c) Minutes

Minutes shall be kept of all General and Special meetings and meetings of the Representatives, recording all proceedings and resolutions. Once agreed they shall be published on CARA's website, and an online archive of minutes shall be maintained.

(d) Conflicts of Interest

All members of the Association and the Representative Body, must disclose on first joining and as soon as possible following each AGM, their register of disclosable pecuniary interests (DPIs) in the CARA area. Such disclosure also applies to spouses, civil partners or cohabitants, as if their interests were identical. These shall include:

- employment,
- directorships, trusteeships, partnerships
- membership of committees
- ownership of land (other than their main residence)
- other significant business interests that might conflict with the purposes of CARA
- any other matters which could be construed as conflicting with the purposes of the CARA

The register shall be kept available for inspection by CARA's Chair.

In addition, each Association and Representative shall, at the start of any meeting (including sub-committees) declare that an item on the agenda may relate to one or more of the DPIs already registered, or state that a new interest may conflict. The Chair shall have the power to direct the withdrawal or non-participation of the individual in any discussion of that matter.

11. FINANCE AND ACCOUNTS

Should it be necessary in future for the Association to raise money, all money raised on behalf of the Association shall be applied to furthering its objects and for no other purpose, PROVIDED THAT nothing herein contained shall prevent the payment in good faith of reasonable and proper remuneration to any employee of the Association nor the repayment of reasonable and proper out-of-pocket expenses incurred on behalf of the Association by its members.

If it is deemed desirable by the Representative Body, the Association may also open a bank account at such a bank as the Representatives shall from time to time decide. The Representatives shall authorise in writing the Treasurer, the Chair and up to two other members of the Representative Body to sign cheques on behalf of the Association. All cheques must be signed by not less than two of the authorised signatories.

The Treasurer shall keep proper accounts of the finances of the Association. A statement of accounts for the previous financial year shall be submitted to the Annual General Meeting.

If the Association becomes a registered charity, the Representative Body, shall comply with their obligations under the Charities Act 2011 with regard to:

- the keeping of accounting records for the Association;
- the preparation of annual statement of account for the Association;
- the auditing or independent examination of the statements of account of the Association; and
- the transmission of the statements of account to the Charity Commission.

12. ANNUAL REPORT

When and if it becomes relevant to the Association, the Representatives shall comply with its obligations under the Charities Act 2011 with regard to the preparation of an annual report and its submission to the Commissioners.

13. INDEMNITY

No member of the Association or Representative shall be liable:

(a) for any loss to funds or property of the Association by reason of any improper investment made in good faith (so long as he/she shall have sought professional advice before making such investment);

or

(b) for the negligence or fraud of any agent employed by him/her or by any other members of the Representative Body in good faith (provided reasonable supervision shall have been exercised);

and no Representative shall be liable by reason of any mistake or omission made in good faith by any member of the Representative Body other than wilful and individual fraud, wrongdoing or wrongful omission on the part of the member who is sought to be made liable.

14. ALTERATIONS TO THE CONSTITUTION

A resolution proposing to alter this constitution shall be received by the Secretary of the Association at least 28 days before the Annual or other General Meeting at which it is to be considered. 21 days' notice of a General Meeting shall be given in writing by the Secretary to all members of the Association and such notice shall specify the alteration or alterations proposed. An alteration shall require approval of a simple majority of Members present and voting at a General Meeting.

15. DISSOLUTION

In the event that it becomes necessary or advisable to dissolve the Association, an EGM will be convened to determine the matter and sell or donate any and all remaining assets to a suitable not for profit organisation or charity. The assets of CARA shall not be distributed among its members.