

# **Constitution of "BEER MEN'S SHED"**

Date of adoption: 27 August 2022

## **1.0 NAME**

1.1 The name of the unincorporated association is **"BEER MEN'S SHED"**, herein referred to as "the Shed".

## **2.0 OBJECTS**

2.1 The aims (Objects) of the Shed are:

- (a) to promote social inclusion for public benefit through the provision of a facility particularly for, but not exclusively for, men at risk of being socially excluded;
- (b) to prevent social exclusion by promoting the opportunity for friendships, social engagement and skill-sharing in a safe and enjoyable environment in which members can meet and carry out creative projects acceptable to the Shed and of their own choosing, individually, jointly and for the benefit of the wider community;
- (c) to promote good health and wellbeing to its members through active participation and, from time to time, providing opportunities for relevant health organisations to raise awareness of good-health strategies for the benefit of the Shed.

## **3.0 POWERS**

3.1 The Shed has power to do anything which is lawful and considered to further its Objects or is conducive to doing so. In particular, the Shed has power to:

- (a) raise, collect and obtain funds, receive grants and donations;
- (b) use funds to carry out and in furtherance of the work of the Shed;
- (c) acquire and manage buildings;
- (d) co-operate with local authorities, other organisations, charities and community residents of Beer, Seaton, Branscombe and surrounding towns, villages and hamlets in a common effort to achieve the Objects of the Shed and exchange knowledge and information.

## **4.0 MEMBERSHIP**

4.1 Those over 18 years of age who would benefit from the Shed may apply to join as a Member ("Member") irrespective of religion, political views, nationality, disability or race.

- 4.2 (a) Membership lasts for one year and must be renewed annually at the price set by the Management Committee for that year.
- (b) Members agree to pay session fees (amount to be decided by the Management Committee) upon each occasion that they attend formal workshop sessions unless the payment of such fees is suspended by the Management Committee. All such payments shall be made in cash at that time or as soon as practicable thereafter.

(c) Only Members of the Shed have the right to vote at General Meetings of the Shed.

- 4.3 The Management Committee may create additional categories of membership at any time, should it wish, to allow people to support the Shed without attending its sessions. Members of such additional categories will have no voting rights at General Meetings of the Shed.
- 4.4 Members may wish to give additional donations to support the Shed. The amount of any donation will be at the Member's discretion. Personal details of a Member may be requested by the Management Committee in order to claim Gift Aid.
- 4.5 The Management Committee reserves the right to reject or terminate any membership, giving full written reason, should the Management Committee's members unanimously agree it is in the best interests of the Shed. The Member has the right to have his or her opinion heard before any decision and may have a witness present chosen by the Member.
- 4.6 Members must read and agree to the terms of this constitution on joining and must read and sign any other documents and policies deemed necessary by the Management Committee.
- 4.7 The Management Committee will adhere to the General Data Protection Regulation (GDPR) 2016 when keeping records of memberships.

## **5.0 MANAGEMENT COMMITTEE**

- 5.1 The Management Committee shall meet not less than three times per annum and shall consist of not less than three members at any time. The Management Committee must appoint one of its members to be Treasurer. At least three members of the Management Committee must be present at any Committee meeting for it to be quorate. Any one of the Committee members present shall be selected to preside over each meeting of the Management Committee and assume overall control of that meeting, and any one of the Committee members present shall be selected to act as secretary of that meeting and record the minutes of that meeting.
- 5.2 Decisions at Management Committee meetings must be voted on and only matters with a majority vote will be considered approved. Minutes of Management Committee meetings shall be published to every Member by email within seven days of each meeting taking place.
- 5.3 Members of the Management Committee must be elected at Annual or Extraordinary General Meetings.
- 5.4 Should the number of members on the Management Committee be less than three and no more than ten at any time, interim members can be appointed to the Management Committee but must step down and stand to be elected at the next General Meeting.

- 5.5 Nominations from Members of the Shed to appoint a member to the Management Committee must be given to the Management Committee in writing no later than seven days prior to a General Meeting. Should the number of nominations be less than the number of vacancies then verbal nominations shall be accepted at the General Meeting and nominees elected at the discretion of the voting Members.
- 5.6 The Management Committee as a whole will be elected at each Annual General Meeting and shall have the power to co-opt further Members to the Management Committee, provided that the number of co-opted members shall not exceed one third of the total membership of the Management Committee. Co-opted members shall have the right to vote at meetings of the Management Committee.
- 5.7 Any member of the Management Committee who fails to attend three consecutive Management Committee meetings without reasonable excuse shall lose their place on the Management Committee. Any vacancy resulting from failure to attend may be filled by co-option in accordance with clause 5.6.

## **6.0 FUNCTION OF THE MANAGEMENT COMMITTEE**

- 6.1 The Management Committee shall make such decisions and regulations as its members consider appropriate for the efficient conduct of the Shed's operations.
- 6.2 The Management Committee may appoint sub-committees, advisory groups or working parties of its own members and other persons as it may from time to time decide necessary for the carrying out of its work and may determine their terms of reference, duration and composition. All such sub-committees shall make regular reports on their work to the Management Committee.

## **7.0 CHAIRING MEETINGS**

- 7.1 All meetings of the Management Committee or of any of its sub-committees, advisory groups or working parties shall be presided over by one person who shall be nominated by the other members present at that meeting and who shall have a second or casting vote in that meeting.

## **8.0 GENERAL MEETINGS**

- 8.1 An Annual General Meeting shall be held every twelve months with a minimum of 21 days notice of the date, venue and agenda given to all Members.
- 8.2 Minutes must be kept of each General Meeting and made available in draft form to all Members within four weeks after the meeting and agreed at the following General Meeting.
- 8.3 Every Member has a vote on proposals made during a General Meeting.

- 8.4 Extraordinary General Meetings may be called at any time felt reasonable by two thirds of the Management Committee should they need Members to vote on any matter.
- 8.5 The quorum at General Meetings shall be 10% of the total number of Members of the Shed.

## **9.0 FINANCE AND PROPERTY**

- 9.1 Any money or property obtained by the Shed shall be used only for the benefit of the Shed and its Members and in the furtherance of its Objects.
- 9.2 Any bank account opened for the Shed shall be in the name of the Shed.
- 9.3 All expenditure shall be authorised by at least two members of the Management Committee.
- 9.4 Members of the Management Committee shall not receive money from the Shed except to reimburse reasonable and justified out-of-pocket expenses.
- 9.5 A record of all financial transactions shall be kept by the Treasurer and an overview presented at each Management Committee meeting. Annual accounts must be produced by the Treasurer for the Annual General Meeting and be available to view by any Member at any time once produced.
- 9.6 Each workshop (currently one adjoining the southern flank of Mariners' Hall and the other in the churchyard immediately to the south of St Michael's Parish Church) shall belong to Beer Men's Shed together with the entire contents of each, including all tools and equipment contained therein. Full re-instatement insurance policies shall be maintained at all times for both workshops as set out in clause 11.0 below with an insurance company of repute to cover all the usual insurable risks.

## **10.0 DISSOLUTION**

- 10.1 The Shed may be wound up at any time if agreed by a vote of two-thirds of the Members present at any General Meeting.
- 10.2 In the event of dissolution, any assets remaining after all debts have been paid shall be given to another local organisation with similar aims.

## **11.0 INDEMNITY**

- 11.1 The Shed shall indemnify and keep indemnified all members of the Management Committee and all Members from and against:
- (a) all claims, demands, actions and proceedings (and all costs and expenses in connection therewith and arising therefrom) made or brought against the Shed in

- connection with its activities during formal workshop sessions and held within either of its workshops only, and
- (b) the actions of its Members whilst within either workshop only, or in connection with its property and equipment. This indemnity shall not extend to wilful and individual fraud, wrongdoing or wrongful omission on the part of the Member or sought to be made liable. The Treasurer shall be responsible for effecting policies of insurance in respect of this indemnity.

**SIGNED BY:**


**PRINT NAME:**



**(The chairperson designated during the General Meeting)**



**(Treasurer)**



**(The secretary designated during the General Meeting)**

**DATE SIGNED:**

27 AUGUST 2022