

CONSTITUTION FOR STEPPING STONES PLAY AND LEARN GROUP INTEGRATING SPECIAL NEEDS

1.0 Name

- 1.1** The name of the provision is Stepping Stones Play and Learn Group integrating Special Needs and is referred to in this Constitution as Stepping Stones. Stepping Stones is a body in associate membership of the Pre-school Learning Alliance.

2.0 Aims

- 2.1** The aims of Stepping Stones are to enhance the development, education and well-being of children primarily under statutory school age, both disabled and non-disabled and with and without Special Needs and/or Additional Needs, and their families.

3.0 Power

- 3.1** To further its aims Stepping Stones has the following powers:
- (a) to provide accommodation and equipment;
 - (b) to raise money to pay for Stepping Stones' activities;
 - (c) to make such payments as shall be necessary;
 - (d) to fix and collect the fees payable in respect of children attending groups run by Stepping Stones;
 - (e) subject to adherence to all applicable legislation, to control the admission of children to the groups run by Stepping Stones and, if appropriate, require parents or guardians to withdraw them;
 - (f) to borrow money and to charge the whole or any part of the property of Stepping Stones as security for any money borrowed subject to complying with the provisions of Sections 38 and 39 of the Charities Act 1993 if it is proposed to mortgage land;
 - (g) to hire or acquire assets of any kind;
 - (h) to buy, lease or rent any land or buildings and maintain and equip it for the use of Stepping Stones;
 - (i) to sell, lease or otherwise dispose of all or any part of Stepping Stones' property subject to complying with the provisions of Sections 36 and 37 of the Charities Act 1993;
 - (j) to set aside funds for special purposes or as reserves against future expenditure;
 - (k) to insure the property and assets of Stepping Stones against any foreseeable insurable risk and to take out insurance policies to protect Stepping Stones as required;
 - (l) to provide indemnity insurance to cover the liability of the Committee members which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to Stepping Stones

provided that any such insurance shall not extend to any claim arising from any act or omission which the Committee members knew to be a breach of trust or breach of duty or which was committed by the Committee members in reckless disregard to whether it was a breach of trust or breach of duty or not provided also that such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the Committee members in their capacity as Committee members of Stepping Stones;

(m) to employ any paid or unpaid members of staff, agents and advisors as may be required from time to time;

(n) to do any other lawful things which are necessary or desirable to enable Stepping Stones to achieve its aims.

4.0 Membership

4.1 Membership of Stepping Stones is divided into two kinds:

(a) Parent and Guardian Membership

Parents and guardians of all children who attend any group run by Stepping Stones wishing to support the aims of Stepping Stones. Each parent and guardian holding Parent and Guardian Membership will count as one Member of Stepping Stones and will be entitled to vote at any General Meetings of Stepping Stones

(b) Affiliate Membership

Affiliate Membership is open to those individuals, organisations or other bodies interested in supporting the aims of Stepping Stones. Affiliate Members may join at any time with the agreement of the Committee. An Affiliate Member will be entitled to one vote at any General Meetings of the Members of Stepping Stones.

4.2 Membership of Stepping Stones will cease if the Member concerned:

- (a) gives written notice of resignation to Stepping Stones;
- (b) dies or in the case of an organisation ceases to exist;
- (c) in the case of Parent and Guardian Membership the end of the last term in which any child or children of the Parent and Guardian Member attended any group run by Stepping Stones.
- (d) is removed from membership by a resolution passed by a majority of the members of the Committee on the grounds that they have acted in a way which brings Stepping Stones into disrepute or has failed to abide the rules of the Constitution. Before the Committee decides whether to remove the Member, the Committee will give the Member written notice of the misconduct or failure alleged to have occurred. The Member will have not less than 14 days in which to submit a written response before making the final decision on whether or not to terminate their membership;

4.3 Membership of Stepping Stones is not transferable

- 4.3.1 Individual membership status may change if the Member's circumstances change during the year from a Parent and Guardian Member to an Affiliate Member and vice versa.

5.0 The Committee

- 5.1 The overall management and control of Stepping Stones will rest with the

individual members of Stepping Stones' management committee ("the Committee"). As well as being responsible for the management of Stepping Stones, the Committee members are also the charity trustees of Stepping Stones.

- 5.2 The minimum number of Committee members shall be 4 and the maximum number shall be 25 together with up to 3 further co-opted members. The Committee shall consist of:

- (a) a Chair, a Treasurer and a Secretary ("the Officers"); and
- (b) not less than 1 nor more than 22 other elected Members; and
- (c) if the Committee decides it can co-opt up to 3 further Members on to the Committee at any time after the AGM.

- 5.3 Not less than 60% of the Committee Members, including co-opted members, shall at the time of election or co-option be Parent or Guardian Members. In the event that this 60% figure cannot be achieved, Stepping Stones may elect Affiliate Members to make up the balance of the Committee.

- 5.4 Where an individual is elected as a Committee member it is that individual who is The Committee member and charity trustee and no other individual with whom they share Parent and Guardian Membership or Affiliate Membership shall be entitled to stand in their place at Committee meetings or have any other rights as a Committee member.

- 5.5 (a) the Committee members in 5.2(a) and 5.2(b) shall be elected for one year

at the Annual General Meeting. Retiring Committee members are eligible for re-election.

- (b) Co-opted members in 5.2(c) may join at any time on the invitation of the Committee but shall retire at the next Annual General Meeting when they shall be eligible for election to the Committee.
- (d) in the event of death or resignation of an elected Committee member, the vacancy may be filled until the next Annual General Meeting by a Parent or Guardian or an Affiliate Member appointed by the Committee.

- 5.6 All committee members will have one vote each at committee meetings. In the event of a tie the Chair has a second or casting vote.

- 5.7 A quorum for Committee meetings is not less than one quarter of the Committee, including any two of the Officers.

- 5.8 All Members shall be eligible to stand for election to the Committee, except ordinarily a Member who is a paid employee of Stepping Stones.

A Member who is a paid employee of Stepping Stones may however be eligible for election to the Committee subject to the following conditions being satisfied:

- (a) No Committee member may be paid for services provided to Stepping Stones that form part of their duties as a Committee member and trustee of Stepping Stones;
- (b) Any services which are provided by a Member who is a paid employee of Stepping Stones must be the subject of a written agreement between the individual and Stepping Stones on such terms as are considered by the Committee to be in the interests of Stepping Stones and have been approved by resolution of the Committee;
- (c) The amount of the remuneration for such services are what is reasonable in the circumstances and do not exceed the amount that is customarily paid by Stepping Stones to other persons who are not committee members for such services; and
- (d) Not more than a minority of Committee members may at any time be the subject of such arrangements with Stepping Stones and no such Committee members shall vote on or sit in any Committee meeting at which matters concerning such agreement relating to the provision of their services to Stepping Stones is considered by the Committee.

- 5.9 Not less than two weeks before the date of the next Annual General Meeting of Stepping Stones at which the election of elected Committee members will take place each Member shall be sent a form which any Member wishing to stand as a candidate for election to the Committee must complete and return to the Secretary to indicate their willingness to act as a member of the Committee if elected
- 5.10 At the Annual General Meeting the prospective new elected members of the Committee will be those candidates receiving the highest number of votes from the Members, up to a maximum of 25 elected Committee members in total. Candidates will need to notify their willingness to stand on the committee to the Secretary.
- 5.11 At the first Committee meeting following the Annual General Meeting at which newly-elected members of the Committee are elected they shall choose from amongst their number the members who will act as Chair, Treasurer and Secretary.
- 5.12 The term of office of any committee member will automatically cease:
 - (a) if he or she is not re-elected or re-appointed in accordance with the provisions of this clause 5;
 - (b) if they are disqualified under the Charities Acts from acting as a charity trustee;
 - (c) if they are incapable whether mentally or physically of managing his or her own affairs;
 - (d) if they resign (but only if at least 4 other elected members of the Committee will remain in office);

- (e) if they are removed from the Committee by a resolution passed by a majority of the members of the Committee on the grounds that they have acted in a way which brings or is likely to bring Stepping Stones into disrepute or he/she has failed to abide by the rules of the Constitution. Before the Committee decides whether to remove the Committee member, the Committee will give him/her written notice of the misconduct or failure which is alleged to have occurred. The Committee member will have not less than 14 days in which to submit a written response to the notice. The Committee will have regard to this written response before making the final decision on whether or not to remove him/her from the Committee.

6.0 Proceedings of the Committee

- 6.1 The Committee shall hold at least 2 meetings each year unless the Committee shall decide by simple majority to hold a further meeting or meetings.
- 6.2 Every issue decided at Committee meetings may be determined by a simple majority of the votes cast at the meeting. A written resolution signed by all members of the Committee is as valid as a resolution passed in a meeting.
- 6.3 A Committee member must absent himself or herself from any discussions of the Committee in which it is possible that a conflict of interest may arise between his or her duty to act solely in the interest of Stepping Stones and any personal interest (including but not limited to any personal financial interest) which the Committee member may have in the matter under consideration and take no part in any vote on the matter.

7.0 General Meetings

- 7.1 Stepping Stones shall in each calendar year hold a general meeting as its Annual General Meeting, in addition to any other General Meetings in that year and shall specify the meeting as such in the notice calling it. The Annual General Meeting in each year shall be held at such time and place as the Committee shall decide. All General meetings other than the Annual Meeting shall be Extraordinary General Meetings.
- 7.2 Each Annual General Meeting will be chaired by the Chair or in his/her absence another member of the Committee and which shall:
 - (a) receive the accounts of Stepping Stones for the previous financial year;
 - (b) receive an annual report from the Committee;
 - (c) elect and/or re-elect the members of the Committee;
 - (d) transact any other business properly put to the meeting.
- 7.3 An Extraordinary General Meeting may be called at any time at the request of the Committee or not less than one quarter of the Members:
 - (a) The Secretary or Chair shall send notice of the date, time and place

of

- each Annual General Meeting and any Extraordinary General Meeting,
- with a list of items to be discussed, to all Members at least 2 weeks before the date of each meeting.
- (b) If the Committee do not call an Extraordinary General Meeting within 2 months of a proper request to do so, any Member may call the meeting by putting up a notice in a conspicuous place where Stepping Stones meets at least 2 weeks before the meeting.
- 7.4 The quorum for a General Meeting shall be at least 5% of the Members or 5 Members, whichever is the greater. If fewer attend, a new meeting must be called at a time and place determined by the Committee. If at the adjourned meeting a quorum is again not present 1 hour after the time appointed for the meeting then the Members present shall constitute a quorum.
- 7.5 Proposals may be put to a General Meeting of Stepping Stones by the Committee or any Member.
- 7.6 All proposals put to the vote at General Meetings shall be decided by a simple majority of votes cast, except proposals to amend this Constitution or to dissolve Stepping Stones which shall require not less than two thirds of the Members present at the meeting to vote in favour.
- 7.7 No amendments may be made to this Constitution without the prior approval of the trustees and where any amendment is to the aims of Stepping Stones set out in paragraph 2.1 or to dissolution under paragraph 11; or which would authorise any financial benefit to be received by the trustees or to this paragraph 7.7 this shall not take effect without the prior written consent of the Charity Commission. (In this paragraph a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.)
- 7.8 A copy of any resolution amending this Constitution must be sent to the Charity Commission within 21 days of it being passed.
- 8.0 Property
- 8.1 If Stepping Stones acquires an interest in any property, either as a freehold, lease or licence of any land or buildings, then this property interest will be held by individuals appointed by the Committee to act as holding trustees of the property on behalf of Stepping Stones. These holding trustees may be members of the Committee, Members of Stepping Stones, a member of staff or any other persons which the Committee may appoint. A holding trustee need not be a Member of Stepping Stones. The holding trustees are not charity trustees and appointment as a holding trustee will not of itself make a holding trustee a Committee member or a Member of Stepping Stones. Where holding trustees are required to hold property on behalf of Stepping Stones then

- there shall be not less than 2 or more than 4 of them appointed by the Committee at any one time.
- 8.2 Holding trustees will hold office until:
- (a) death; or
 - (b) retirement with the consent of the remaining holding trustees; or
 - (c) removal by a resolution of the Committee; or
 - (d) removal by operation of the law
- but no retirement or removal shall be effective unless there will be at least 2 remaining holding trustees.
- 8.3 In the absence of fraud or willful default the holding trustees are entitled to be indemnified out of Stepping Stones assets against any risks or expenses incurred by them in the exercise of their duty as holding trustees for Stepping Stones.
- 8.4 The Committee may convene a meeting with the holding trustees at any time and shall do so within one month of receiving a request for such a meeting from a majority of the holding trustees acting for Stepping Stones, provided that the subject matter of any meeting will be limited to discussing matters related to the property held by the holding trustees for Stepping Stones and its management.
- 9.0 Finance and Accounts
- 9.1 The Committee will ensure that Stepping Stones complies with the requirements of the Charities Acts as to the keeping of financial records, the auditing of accounts and the preparation and transmission to the Charity Commission of:
- (a) annual reports;
 - (b) annual returns; and
 - (c) annual statements of account.
- 9.2 The accounting records shall, in particular, contain:
- (a) entries showing from day to day all monies received and expended and the matters in respect of which the receipts and expenditures took place; and
 - (b) a record of the assets held and any monies owed by Stepping Stones.
- 9.3 At each meeting of the Committee the Treasurer shall normally present an up-to-date written statement of accounts to the Committee.
- 9.4 All accounting records relating to Stepping Stones shall be available for inspection by any member of the Committee at any reasonable time during normal office hours and may be available for inspection by Members at the discretion of the Committee.
- 9.5 Stepping Stones may open one or more bank accounts. All bank accounts will be in the name of Stepping Stones.

- 9.6 Cheques and orders for payment of money from these accounts will be signed by two of the persons designated by the Committee. A duplicate of all bank statements should normally be sent to the Chair.
- 9.7 The Committee may resolve to set aside income as a reserve against future expenditure but only in accordance with a written reserves policy.

10.0 Minutes

10.1 The Committee will keep minutes of all proceedings at all meetings of Stepping

Stones and of the Committee. The minutes shall record:

- (a) the names of everyone present at the meeting;
- (b) the decisions made at the meetings;
- (c) where appropriate, the reasons for and any actions arising from the decisions; and
- (d) any other material details regarding the meeting

11.0 Dissolution

11.1 If the Committee resolves that the aims of Stepping Stones can no longer be fulfilled, the Committee will convene an Extraordinary General Meeting of Stepping Stones to consider the winding up and dissolution of Stepping Stones.

11.2 If the Extraordinary General Meeting referred to in paragraph 11.1 decides by a two thirds majority of the Members present and voting that Stepping Stones should be wound up the Committee shall transfer all the assets of Stepping Stones (subject to the satisfaction of all debts and liabilities of Stepping Stones and the terms and conditions laid down in any statutory or other grant award for the return of monies awarded under said grant(s)) in accordance with paragraph 11.4.

11.3 If at the Extraordinary General Meeting a quorum is not present within 1 hour of the time appointed for the meeting then the meeting shall be adjourned to the same day of the next following week at the same time and place. If at the adjourned meeting a quorum is again not present within 1 hour of the time appointed for the meeting then the Members present shall constitute a quorum.

12.0 11.4 If Stepping Stones is wound up or dissolved and after all of its debts and liabilities have been satisfied and the terms and conditions laid down in any statutory or other grant award for the return of monies awarded under said grant(s) fulfilled there remains any property or assets these shall not be paid or distributed amongst Members of Stepping Stones but shall be applied in one or more of the following ways:

13.0 (a) transferred to a charity with similar aims and ethos to Stepping Stones as approved by a majority of Members present at the Extraordinary General Meeting referred to in paragraph 11.1 above; or

14.0 (b) in such other manner consistent with the charitable status of Stepping Stones as the Charity Commission have approved in writing in advance.

15.0

16.0 Indemnity

12.1 Subject to the provisions of the Charities Acts, every member of the Committee shall be indemnified out of the assets of Stepping Stones against any liability incurred by him/her in defending any proceedings, whether civil or criminal, in which judgement is given in his /her favour or in which he/she is acquitted or in connection with any application in which relief is granted to him/her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of Stepping Stones.