



Eyot Centre Constitution

13 September 2023

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THE EYOT CENTRE



HENLEY DRAGONS
Dragon Boat Racing Team



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1. NAME AND AFFILIATION

The Charity shall be called The Eyot Centre (the Centre) or such other name as the Charity Trustees (Trustees) of the Centre shall by simple resolution decide, subject to that name being acceptable to the Charity Commission. The charity is registered as 1093261. It shall be affiliated to the Thamesfield Youth Association, Registered Charity No 304315.

2. OBJECTS

The objects of the Centre shall be to educate and assist people through their leisure time activities so as to develop their physical mental and spiritual capacities that they may grow into full members of society and that their conditions of life may be improved and in furtherance of those objects to provide in or near the town of Henley-on-Thames a Centre for meetings lectures classes and other forms of leisure time occupation with an emphasis on the development of young people and to do such other things as shall at all times be charitable in law.

3. POWERS

In addition to any other powers which it has, the charity may exercise the following powers in furtherance of its objects:

3.1. Raise Funds

Power to raise funds and receive contributions, provided that in raising funds the charity shall not undertake any substantial permanent trading activities;

3.2. Buy or lease

Power to buy, take on lease or in exchange, any property, and to maintain or equip it for use;

3.3. Sell or lease

Power to sell, lease, or otherwise dispose of, all or any part of the charity's property, subject to complying with the restrictions on disposals imposed by section 36 of the Charities Act 1993. unless the disposal is excepted from these restrictions by section 36(9)(b) or (c) or section 36 (10) of that Act;

3.4. To borrow

Power to borrow money and to mortgage all, or any part of the charity's property, as security for payment of the money borrowed, subject to complying with the restrictions on mortgages imposed by section 38 of the charities Act 1993;

3.5. To invest

Power to invest the funds of the charity and any part thereof in the purchase of, or at interest upon, the security of such stocks, funds, shares, securities or other investments of whatsoever nature and wheresoever situate as the trustees in their discretion think fit but so that the trustees:

- Shall exercise such power with the care that a prudent person of business would in making investments for a person for whom they felt morally obliged to provide;

- Shall not make any speculative or hazardous investment (and for the avoidance of doubt, this power to invest does not extend to the laying out of money on the acquisition of futures or traded options);
- Shall not have the power under this clause to engage in trading ventures; and
- Shall have regard to the need for diversification of investments in the circumstances of the charity and to the suitability of the proposed investments.

4. MEMBERSHIP

4.1. Age Groups

The membership shall consist of any person wishing to take part in the charity's activities who has paid the requisite subscription. The membership shall comprise the following age groups:

Junior members - 9 -14 years

Youth members - 14 -18 years

Adult members - 18+ years

4.2. Fees

Membership fees shall be as agreed at the Eyot Centre Annual General Meeting

4.3. Abide by constitution

All members joining the Centre shall be deemed to accept the terms of this Constitution and any amendments to it, including By-laws from time to time adopted as set out in clause 8.

4.4. Entitlement to vote

All members over the age of 16 shall be entitled to vote at General meetings

5. MANAGEMENT.

5.1. APPOINTMENT OF CHARITY TRUSTEES (TRUSTEES)

5.1.1. The affairs of the Centre shall be conducted by a Committee of Charity Trustees which shall consist of the four Officers of the Centre (as defined in 5.1.3) and one Ordinary member responsible for fundraising and charitable activities, plus two Ordinary Members from each active section comprising the Chair or Leader of that section and a Youth Representative from that section (as defined in 5.1.6), plus the Trustees of the Thamesfield Youth Association for the time being ex officio.

5.1.2. The Committee shall meet not less than six times per year and the quorum shall be four members. In the absence of the Chairman and Vice-Chairman the members present will appoint a Chairman for that meeting only. Voting shall be by the simple majority of those present. In the event of a tied vote the Chairman shall have an additional or casting vote.

5.1.3. The Officers of the Centre who shall be honorary shall consist of a Chairperson, Vice-Chairperson, Treasurer and Secretary and they shall be elected annually at the Annual General Meeting, as will the Ordinary Member (Fundraising and Charitable activities).

The Section Representatives (Ordinary Members) will not be elected at the Eyot Centre AGM but by their section membership and formally accepted at the Eyot Centre AGM. If the post of any Officer, Youth Representative or Ordinary Committee member shall fall vacant after such an election, the Committee shall have the power to fill the vacancy, and any member so appointed shall hold office only until the conclusion of the next AGM but shall then be eligible for election at that meeting.

5.1.4. All members of the Centre Committee shall stand for election annually.

5.1.5. All Committee members shall be members of the Centre and shall be over the age of 18. No one under the age of 18 may be a Charity Trustee or vote.

5.1.6. The Youth Representatives shall have a special responsibility to represent youth interests and to promote development of the members of the Centre who are under eighteen. The Youth Representatives will be adult members of the Centre, one from each section and will report to the Eyot Centre Committee.

5.1.7. The Committee shall have the right to co-opt additional members of the committee who will serve until the next AGM.

5.1.8. The Committee shall have the right to appoint a President and/or Vice-Presidents and to determine their duties and voting rights.

5.1.9. Nominations for officers must be made by full members of the Centre in writing and must be in the hands of the Secretary at least 14 days before the AGM. Should nominations exceed vacancies, election shall be by ballot.

5.1.10. A member of the committee or an officer shall cease to hold office if he or she:

5.1.10.1. Is disqualified from acting as a member of the committee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision)

5.1.10.2. Becomes incapable by reason of mental disorder, illness, or injury of managing his or her own affair

5.1.10.3. Resigns by notice in writing

5.1.11. Benefits and payments to charity trustees and connected persons

5.1.11.1. General provisions - no charity trustee or connected person may:

5.1.11.1.a. Buy or receive any goods or services from the charity on terms preferential to those applicable to members of the public;

5.1.11.1.b. Sell goods, services, or any interest in land to the charity;

5.1.11.1.c. Be employed by, or receive any remuneration from, the charity;

5.1.11.1.d. Receive any other financial benefit from the charity; 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.

5.1.11.2. Scope and powers permitting trustees 'or connected persons' benefits

- 5.1.11.2.a.A charity trustee or connected person may receive a benefit from the charity as a beneficiary of the charity provided that a majority of the trustees do not benefit in this way.
- 5.1.11.2.b. A charity trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the charity where that is permitted in accordance with, and subject to the conditions in, section 185 to 188 of the Charities Act 2011.
- 5.1.11.2.c. Subject to sub-clause (3) of this clause a charity trustee or connected person may provide the charity with goods that are not supplied in connection with services provided to the charity by the charity trustee or connected person.
- 5.1.11.2.d. A charity trustee or connected person may receive interest on money lent to the charity at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- 5.1.11.2.e. A charity trustee or connected person may receive rent for premises let by the trustee or connected person to the charity. The amount of the rent and the other terms of the lease must be reasonable and proper. The charity trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- 5.1.11.2.f. A charity trustee or connected person may take part in the normal trading and fundraising activities of the charity on the same terms as members of the public.
- 5.1.11.3. Payment for supply of goods only – controls
The Charity and its charity trustees may only rely upon the authority provided by sub-clause 2c of this clause if each of the following conditions is satisfied:
- 5.1.11.3.a. The amount or maximum amount of the payment for the goods is set out in a written agreement between the Charity and the charity trustee or connected person supplying the goods (“the supplier”).
- 5.1.11.3.b. The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
- 5.1.11.3.c. The other charity trustees are satisfied that it is in the best interests of the charity to contract with the supplier rather than with someone who is not a charity trustee or connected person. In reaching that decision the charity trustees must balance the advantage of contracting with a charity trustee or connected person against the disadvantages of doing so.
- 5.1.11.3.d. The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the charity.
- 5.1.11.3.e. The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of charity trustees is present at the meeting.
- 5.1.11.3.f. The reason for their decision is recorded by the charity trustees in the minute book.
- 5.1.11.3.g. A majority of the charity trustees then in office are not in receipt of remuneration or payments authorised by clause 6.
- 5.1.11.4. In sub-clauses (2) and (3) of this clause i. “connected person” means:
- 5.1.11.4.a. A child, parent, grandchild, grandparent, brother or sister of the charity trustee;
- 5.1.11.4.b. The spouse or civil partner of the charity trustee or of any person falling within sub-clause (a) above;
- 5.1.11.4.c. A person carrying on business in partnership with the charity trustee or with any person falling within sub clause (a) or (b) above;
- 5.1.11.4.d. An institution which is controlled:

- 5.1.11.4.d.i. By the charity trustee or any connected person falling within sub-clause (a), (b), or (c) above; or
- 5.1.11.4.d.ii. By two or more persons falling within sub-clause (d)(i), when taken together
- 5.1.11.4.e. A body corporate in which:
 - 5.1.11.4.e.i. The charity trustee or any connected person falling within sub-clauses (a) to (c) has a substantial interest; or
 - 5.1.11.4.e.ii. Two or more persons falling within sub-clause (e)(i) who, when taken together, have a substantial interest.

Section 118 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this constitution.

5.1.12 The Officers will commit to working to ensure that the Eyot Centre Management Committee is representative of the members with respect to gender, gender identity, ethnicity, sexual orientation, physical and sensory impairment.

5.2. APPOINTMENT OF CUSTODIAN TRUSTEES

- 5.2.1. The Custodian Trustees of the Centre shall be the Trustees for the time being of the Thamesfield Youth Association.
- 5.2.2. The duty of the Custodian trustees shall be to hold Land and Investments if any on behalf of the Centre

5.3. SECTIONS OF THE CENTRE

- 5.3.1. A section of the Centre is defined as a sporting discipline recognised by the Management Committee and represented by its own Section Committee. The sections of the Centre are currently recognised as Canoe Section and Dragon Boat and Outrigger Racing Section and Duke of Edinburgh Award Scheme Section. This to be reviewed from time to time
- 5.3.2. The Section Committees represent the views of their Sections and report through their representatives to the Management Committee. The Section Committees shall meet not less than four times per year

6. GENERAL MEETINGS OF MEMBERS

6.1. ANNUAL GENERAL MEETING (AGM)

The Centre shall hold an Annual General Meeting within six months of the Centre's financial year end, not being more than 15 months after the holding of the preceding AGM. Its work shall be to:

- Approve the minutes of the previous year's AGM.
- Receive reports from the Chairman and Honorary Secretary.
- Receive a report from the Examiner for the past year
- Receive a report from the Honorary Treasurer and approve the Annual Accounts.
- Appoint an independent Examiner for the Centre's Accounts for the ensuing year
- Elect the Committee
- Consider changes to the Constitution. Renew and consider any Bye-laws
- Deal with other relevant business which has been notified in writing to the Chairman seven days in advance of the meeting.

6.1.1. AGMs and EGMs may be held digitally if agreed by a majority of Trustees.
Management Committee meetings may be held digitally if requested by the Chair

6.2. EXTRAORDINARY GENERAL MEETING (EGM)

An Extraordinary General Meeting shall be called by an application in writing to the Secretary supported by at least ten members of the Centre. The Executive Committee shall also have the power to call an Extraordinary General Meeting by decision of a simple majority of its members.

6.3. NOTICES

At least 21 days' notice together with the Agenda shall be given to all voting members of any General Meeting.

6.4. VOTING AND MINUTES

All votes shall be by secret ballot unless the Chairman proposes a show of hands and this method of voting is accepted unanimously by the meeting. With the exception of changes to the Constitution, decisions put to a vote shall be resolved by a simple majority of those entitled to vote at General Meetings. Proxy and postal votes shall be allowed. In the event of a tied vote, the Chairman of the Committee shall have a second, casting, vote. The Secretary shall be responsible for taking minutes of all General Meetings.

6.5. QUORUM

The quorum at General Meetings shall be ten members.

6.6. CHANGES TO THE CONSTITUTION

Any change to the Constitution shall, subject to the provisions below, require a two-thirds majority of those eligible to vote and voting at a General Meeting. A proposal to change the Constitution must be submitted in writing to the Secretary who shall circulate the proposal to all members and allow seven days for submission of any amendments before calling a meeting in accordance with rule 6.3 above.

- All proposals for changes to the Constitution shall be signed by two members eligible to vote at a General Meeting.
- The objects and Constitution of the Centre shall at all times accord with its status as a Charity.
- Where the prior consent in writing of the Charity Commissioners is required, such consent must be obtained before the relevant amendment is put to the meeting. This requirement applies in particular to amendments to clause 11 (the dissolution clause) and this clause.
- No amendment may be made which would have the effect of making the charity cease to be a charity at law.
- The committee shall promptly send to the Charity Commissioners a copy of any amendment made under this clause
- No amendments shall be made to the objects clause, the dissolution clause, or this clause without the prior written consent of the Charity Commission being received.

7. FINANCE AND ACCOUNTS

7.1. Financial Year

The financial year shall run from 1st April to 31st March each year.

7.2. Accounting Records

7.2.1. The Honorary Treasurer shall be responsible to the Charity Trustees for keeping the accounting records of the charity, and for obtaining the approval by the Committee of the Annual Budget for the coming year. The Budget shall be submitted to the Committee not later than one month before the start of each financial year. The Honorary Treasurer shall be responsible for the preparation of Annual Accounts of the Centre for compliance with the requirements of the charities act 1993.

7.2.2. The Accounts shall be examined by a competent independent person elected annually at the Annual General Meeting.

7.2.3. The Centre's funds shall be kept in a reputable clearing bank and shall be operated by a mandate approved by the officers. All cheques drawn against the Centre's funds shall be signed in accordance with a mandate to be given to the bank.

7.3. Monies Raised:

All moneys raised by or on behalf of the Centre shall be applied to further the objects of the Centre and for no other purpose save that the Committee may pay the premiums out of such moneys to effect policies of insurance or indemnity to cover their liability (or any of them) which by virtue of any rule of law would attach to them in respect of any negligence, default, breach of duty, or breach of trust of which they may be guilty in relation to the Centre.

8. BYE-LAWS

The Committee shall have the power to publish and enforce such Bye-laws as the Committee feels necessary to govern the activities of the Centre. The Bye-laws shall be considered at each Annual General Meeting and amended, renewed or rescinded by a simple majority in accordance with 6.1. See Appendix one.

9. EVICTION OF MEMBERS

The eviction of members shall be at the discretion of the Committee and shall follow the laws of natural justice as enshrined in the UK's Human Rights legislation.

10. EQUAL OPPORTUNITY

Membership of the Centre shall be open to all, and all shall have equal opportunities within it.

11. DISSOLUTION

If the Committee, by a simple majority at any time, decides that on the ground of expense or otherwise, it is necessary or advisable to dissolve the Centre, it shall call a meeting of all members of the Centre who have the power to vote, of which meeting no less than 21 days' notice (stating the terms of the resolution to be proposed) shall be given. If such decision shall be confirmed by a two thirds majority of those present and voting at such meeting the committee shall have power to dissolve the Centre, provided that any section which has previously given notice that it wishes to leave the Centre may do so under such terms as would have been allowable had no motion to dissolve the Centre taken place.

Proxy and Postal votes shall not be allowed on any motion to dissolve the Centre.

In the event of the dissolution of the Centre by these procedures, any assets thereof, after the satisfaction of any proper debts and liabilities, shall not be distributed amongst the members of the Centre in any way whatsoever, but shall be donated to the Thamesfield Youth Association, or, if that Association is unable to receive such a donation, they shall be applied to another charitable purpose.



12. LAND AND INVESTMENTS

- 12.1. Subject to the provisions of clause 12.2, all land held by or in trust for the Centre shall be held by the Custodian Trustees as shall all investments held by or on behalf of the Centre.
- 12.2. The Custodian Trustees shall be entitled to an indemnity out of the property of the Centre for all expenses and other liabilities properly insured by them in the discharge of their duties.

13. NOTICE

Any notice may be served by the Secretary on any member personally, or by sending it through the post in a prepaid letter addressed to such member at the last known address in the UK of that member and any letter so sent shall be deemed to have been received within 10 days of posting.

End of Constitution
Version 3.4 13th September 2023



Appendix One - BYE-LAWS OF THE EYOT CENTRE

1. The Henley Dragon Boat and Outrigger Racing Team (formerly the Henley Dragon Boat Club), the Henley Canoe Club and Henley DofE Club will be deemed to be members of The Eyot Centre on an equal footing with effect from the adoption of the Centre's Constitution.
2. The funds of the clubs will be amalgamated and become the joint funds of the Centre provided that either club may at that time declare that certain funds are designated for a particular purpose. Such funds may not then be used for any other purpose except by a unanimous vote of the Committee.
3. The Centre will comprise a canoeing section, a DofE section and a dragon boat and outrigger racing section. Two levels of membership will be offered: Section Membership (adults only) and Full Membership. Section Membership will allow access to one section's regular sessions, use of Centre equipment and use of the fitness room during club sessions. Use of the fitness room and other club equipment outside of club sessions would be subject to Full Membership. The Full Membership fee would also allow canoe section members to paddle with the dragon boat section and vice versa. Discounted Family Membership would be available on Full Memberships only.
4. There will be an equal number of representatives from all sections on the Committee.
5. Should any Section wish to leave and be independent of the Centre, they may do so subject to one year's notice and subject to a two thirds majority vote in favour by a special meeting of that section. The notice will run from the date of the meeting. They will not be entitled to take any equipment owned by the Eyot Centre or use the club's name.
6. In order to concentrate on the current concerns of the Centre, individual members of the Committee shall be asked to take responsibility for the following;
 - Development of the Centre (usually Chairperson)
 - Fund-raising focused on the completion of Key Projects
 - Regular or casual users of the site who are not otherwise represented
 - Pastoral Care and Development of younger members.