

MODEL CONSTITUTION

NOTES

These guidance notes are here to help you complete the model constitution and explain certain points. Please read them first.

The PTA UK model constitution is suitable for use by all PTAs and other forms of home-school associations including friends associations. This includes start-up PTAs and others that aren't required to become a registered charity (only required for those with an income of £5k and more a year).

- A glossary of terms is contained under clause 14. All terms referenced in the glossary are highlighted in **bold**.
- Please complete clauses 1.1 to 1.3 on page 2 using **BLOCK CAPITALS**.
- All PTA UK members using the model constitution without change (apart from completing clauses 1.1 to 1.3) and submitting complete applications are eligible for fast track charity registration because the PTA UK model constitution is pre-approved by the Charity Commission for England and Wales.
- Any **association** wishing to vary the PTA UK model constitution will need to agree changes directly with the Charity Commission and will not be eligible for the fast track scheme. Independent legal advice may be required to amend this constitution.
- If your association uses another constitution for charity registration it may require independent legal advice to agree this with the Charity Commission for England and Wales.
- The PTA UK model constitution is the copyright of PTA UK and may only be used by PTA UK member associations.
- The charity created by this constitution is an **unincorporated association** and as such the committee, who are trustees of the charity, are personally liable for the acts and defaults of the charity.

While it might be unusual, if a PTA is taking on loans, building works or other liabilities, employing staff or giving advice to the public, PTA UK recommends establishing the charity as a company limited by guarantee in order to obtain the protection of limited liability for the committee. Or alternatively they could establish themselves as a charitable incorporated organisation. Please refer to the Charity Commission's model governing documents:

www.gov.uk/government/publications/setting-up-a-charity-model-governing-documents.

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Model constitution for Parent Teacher Associations (England and Wales)

The PTA UK model constitution is for use by Parent Teacher Associations (PTAs) and other home-school groups that are members of PTA UK in England and Wales. A model constitution for PTA UK members in Northern Ireland is available at pta.org.uk or from the PTA UK Advice Line 0300 123 5460. This document belongs to PTA UK (registered charity no 1072833) or any successor body.

The PTA UK model constitution must be adopted by the **association** before it can be used. Further guidance on this can be found at pta.org.uk.

The declaration on the last page of this document must be signed by the **Chair** of the meeting at which it is adopted and witnessed by a member of the **association** who is present at the meeting.

Charity registration

To register as a charity, adopt the PTA UK model constitution and register online with the Charity Commission at: www.gov.uk/setting-up-charity/register-your-charity.

All PTAs with an annual income of £5K or over must register as a charity with the Charity Commission for England and Wales: www.gov.uk/government/organisations/charity-commission.

PTA UK provides information on charity registration for its members including a step-by-step guide to the online application process: www.pta.org.uk/PTAs/Charity-Registration.

It is recommended that a separate, non-charitable trading company should be used for the purpose and specialist legal or accountancy advice sought.

- 3.7 This clause enables the **committee** to allocate funds for particular purposes, or as reserves.

It is good practice for an **association** to maintain reserves to cover planned expenditure and to meet the kind of expenditure which may be required at short notice. But reserves shouldn't be built up without an agreed **committee** decision, or be excessive in relation to the amount known or reasonably estimated to be required. Funds raised must be spent achieving the **association's objects** (purpose) in a timely way.

- 3.9 The **association** should ensure that it has adequate insurance in place for all of its activities. Full membership of PTA UK automatically provides public liability and personal accident insurance to cover association meetings, activities, and the **committee members/trustees**.
- 3.10 This clause covers employees, independent contractors and volunteers. Care should always be taken by a charity wishing to employ someone, even part-time but special care is required if it is proposed to employ a **committee member/trustee**. (See clause 9.2 and 9.3. Further guidance is also available from the Charity Commission.)
- 3.11 An example of being contracted to provide a service to or on behalf of other bodies is where a PTA runs an after-school club on behalf of the school.

- 3.14 When consulting parents on their views, **committee members/trustees** should do so at their discretion and make final decisions according to their own judgement.
- 3.16 This 'blanket provision' is intended to cover any other power not specifically mentioned. The association is still restricted to undertaking activities to achieve the **objects** (charitable purpose).

4. MEMBERSHIP

- 4.1 The membership will vary according to the type of association as set out in this clause.
- 4.2.3 It is unusual for a member of a charity to be removed from membership, but if this happens it must only be done for good reason, e.g., because the member's presence represents a danger to the school or its pupils.

Under the rules of Natural Justice, the member concerned must be given an opportunity to state his or her case before a final decision is taken and any decision to remove a member must be justifiable.

Like any other **committee** decision this will be made by a simple majority of the votes cast at the meeting (see clause 7.4). It is recommended that any such decision be recorded in the minutes of the **committee** meeting.

If you remove a member who is also a **committee member/trustee**, they are automatically removed from the committee under clause 6.7.4. However, removal as a **committee member/trustee** does not automatically mean that the individual is also removed as a member. If you want to remove someone who is no longer a **committee member/trustee** from membership of the charity as well, you will have to use the provision in 4.2.

5. GENERAL MEETINGS

A **General Meeting** is a formal gathering of the members. These can either be **Annual or Extraordinary** (AGM or EGM).

- 3.9 To take out public liability and personal accident insurance to cover association meetings, activities, **committee members/trustees**, to insure the association's property against any foreseeable risk and take out other insurance policies to protect the association where required
- 3.10 To employ paid or unpaid agents, staff or advisers
- 3.11 To enter into contracts to provide services to or on behalf of other bodies
- 3.12 To pay the costs of forming the association
- 3.13 To obtain and pay for goods and services as are necessary for carrying out the work of the charity
- 3.14 To consult parents on their views
- 3.15 To open and operate bank and other accounts as the **committee members/trustees** consider necessary
- 3.16 To do anything else within the law that promotes the **objects** BUT the **committee** shall not undertake any activity in the school premises without the consent of the headteacher.

4. MEMBERSHIP

Members of the **association** are:

- 4.1 In a Parents Association, the parents, guardians or carers of any pupil currently attending the school or in a Parent Teacher Association, Parent Staff or Home-School Association as detailed above plus teaching and non-teaching staff currently employed by the school or in any other **association**, for example a Friends group, those described above and any person over the age of 18 wishing to offer appropriate support or help to the school and who is accepted by the **committee** as a member.

- 4.2 **Membership** is terminated if:

- 4.2.1 the **member** dies
- 4.2.2 the **member** resigns by written notice to the **association**
- 4.2.3 the **committee members/trustees** may for good reason, regardless of whether or not this is at the request of the governing body or the headteacher, exclude any person from membership or from attending an event whose presence at or support of the school is deemed a danger to the school or its pupils or staff or might bring the association into disrepute. Removal is not effective until the member concerned has been notified in writing of the proposal and his/her right to respond within 14 clear days, and the matter has been considered in light of any representations made.

5. GENERAL MEETINGS (ANNUAL AND EXTRAORDINARY)

- 5.1 All **members** are entitled to attend any **General meeting** of the **association**.
- 5.2 All **General Meetings** are called by giving 21 clear days written notice of the meeting to the **members**. The notice should specify the date, time and location of the **General Meeting** as well as give an overview of the agenda.
- 5.3 There is a quorum at a **General Meeting** when the total number of **members** present (including **committee members/trustees**) is at least twice the number of **committee members/trustees** in office at the start of the meeting. The only exception would be at a **General Meeting** where the association is being dissolved: please see clause 13.

AGM at which the election of **committee members/trustees** takes place.

- 6.2 This provides for the **committee members/trustees** to be elected each year at the AGM.
- 6.3 It is usually helpful to allow the **committee** to co-opt a number of its members, for example to fill a vacancy that arises during the year or enlist members with particular skills. The total number of co-opted **committee members/trustees** must not be more than 50% of the total number of all other **committee members/trustees**. So, if your **committee** has eight **committee members/trustees**, it is possible to have up to four co-opted **committee members/trustees**.
- 6.7.1 The Charities Act 2011 or any substantial re-enactment details various reasons why a **committee member/trustee** would be disqualified, including any conviction involving deception or dishonesty, unless legally spent; undischarged bankruptcy; removal from being a trustee for misconduct; disqualification from being a company director or being subject to orders under the Insolvency Act.
- 6.7.2 The **committee** may wish to make a rule under clause 8.2 to require a **committee member/trustee** who appears incapable to undergo a medical examination. It is anticipated that such a request would in most cases lead to a voluntary resignation.
- 6.7.5 **Committee members/trustees** should not be able to walk away from their responsibilities without leaving at least two remaining **committee members/trustees** (see clause 1.4). Any **association** without at least two **committee members/trustees** in place will therefore be forced to dissolve (see clause 13).
- 6.7.6 This is a wise precaution. Keep in mind though, that if someone is removed as a **member** under clause 4.2, they are automatically removed as a **committee member/trustee** under clause 6.7.4.
- If someone is unsuitable to be a **committee member/trustee** but you are happy for them to remain as a member then remove them under this clause, and they can still continue to be a member. Co-opted **committee members/trustees** who are not members, can only be removed under this clause.
- 6.8 All **committee members/trustees** are entitled to recover from the **association** whatever funds they may have had to pay out as a consequence of running the **association**, e.g., paying for goods or services ordered by them and supplied to the charity.
- 6.10 Occasionally a mistake occurs in appointment procedures. If a mistake of this kind is discovered it does not retrospectively invalidate previous decisions but should be put right before further decisions are taken.

7. COMMITTEE MEETINGS

- 7.1 The **committee** can decide the number of times it needs to meet to carry out its work but the minimum number is three during an academic year.
- 7.2 The quorum here is the minimum number of **committee members/trustees** who must be present for the **committee** meeting to be valid. For example, for a **committee** with 10 **committee members/trustees**, a quorum would be reached with five **committee members/trustees**. The provision that requires both members to be present when there are only two elected **committee members** is in place to protect the interests of the charity and prevent one person from making decisions on behalf of the **association**.

should be made in writing to the **Chair** at any time until the election process has been completed. If no nominations or an insufficient number are received before the AGM, any members present may nominate a person, with their consent, and that person may be appointed by a majority vote of those present.

- 6.7 A **committee member/trustee** (whether elected or co-opted) automatically ceases to be a **committee member/trustee** if he or she:
- 6.7.1 is disqualified under section 178 of the Charities Act 2011 or any substantial re-enactment from acting as a **charity trustee**
- 6.7.2 in the written opinion, given to the charity, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a trustee and may remain so for more than three months
- 6.7.3 is absent from three consecutive meetings of the **committee** without prior notification to the Secretary
- 6.7.4 ceases to be a member of the **association**
- 6.7.5 resigns by written notice to the **committee** but only if at least two **committee members/trustees** remain in office
- 6.7.6 is removed by a resolution passed by a majority of other **committee members/trustees**. Removal is not effective until the **committee member/trustee** concerned has been notified in writing of the proposal and his/her right to respond within 14 clear days, and the matter has been considered in light of any representations made.
- 6.8 All **committee members/trustees** shall be entitled to reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the **association**.
- 6.9 A retiring **committee member/trustee** is entitled to an indemnity from the continuing **committee members/trustees** at the expense of the **association** in respect of any liabilities properly incurred while he or she held office.
- 6.10 A technical defect in the appointment of a **committee member/trustee** of which the **committee** is unaware at the time does not invalidate decisions taken at a meeting.

7. COMMITTEE MEETINGS

- 7.1 The **committee** must hold at least three meetings every academic year.
- 7.2 A quorum at a **committee** meeting is 50 per cent, rounded up to the nearest whole number, of the total number of **committee members**. This applies where there are three or more **committee members** in post. Where there are only two, 100% attendance is required to be quorate to prevent a single individual having the power to make decisions on behalf of the **association**.
- 7.3 The **Chair** or, if the **Chair** is unable or unwilling to do so, some other **committee member/trustee** chosen by the members present is in charge at each **committee** meeting.
- 7.4 Every decision may be made by a simple majority of the votes cast at a **committee** meeting. A resolution which is in writing (including by email) and signed by all **committee members/trustees** is equally valid. The resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 7.5 Except for the **Chair** of the meeting, who has a second or casting vote, every **committee member/trustee** has one vote on each issue.

11. NOTICES

Reference is made to 'notice' in various places in the constitution (see clauses 4, 5.2, 6.7.5 and 12.1). This clause makes clear how members should be notified. What is meant by 'written' is defined in Clause 14.

12. AMENDMENTS

Amendments to the PTA UK model constitution may be required as your **association** develops.

- 12.1 The **members** must be given advance notice of proposed amendments to the constitution. When giving notice each 'day' starts at midnight, and the day on which notice is given does not count.
- 12.2 It is vital that the constitution is not amended in a way that makes it impossible for the **association** to continue to operate. Under this clause, certain amendments are not valid, i.e., if adopted they will not count as amendments and will not be registered by the Charity Commission. The two cases are:
- where there is a fundamental change in the **objects**, i.e., where the new purposes are of a kind which a previous supporter could not reasonably be expected to have foreseen when contributing to the **association's** funds
 - where the change in the constitution would cause the charity to become a non-charitable body. Both issues need to be considered for all proposed amendments. It will normally be appropriate to seek legal advice or consult the Charity Commission before the proposed amendments are drawn up.
- 12.3 The Charity Commission should be notified promptly of all amendments that are made. Any amendment made to the PTA UK model constitution prior to charity registration needs to be agreed directly with the Charity Commission and therefore would disqualify the application for registration through the PTA UK fast track registration scheme.

13. DISSOLUTION

It is not unusual for **unincorporated charitable associations** to reach the end of their useful life and decide to dissolve.

- 13.2 This clause allows for any remaining assets to be passed to the school or, if the school is or will soon be closed, to another school.
- 13.4 The **committee** will not be relieved of their responsibilities until they have completed this task and have sent a final report and statement of accounts to the Charity Commission and take the necessary steps to remove the **association** from the register of charities via the Charity Commission's website: www.gov.uk/remove-charity-register#before-you-start.

11. NOTICES

- 11.1 Notice of any **General Meeting** of the **association** may be sent by hand, by post, by suitable electronic communication (email) or in any newsletter distributed by the **association** to its **members**. Notification by hand may include distribution to parents, guardians and carers via their children with or without other communications from the school.
- 11.2 The address at which a member is entitled to receive notices (if sent by post) is the last known address of the **member**.
- 11.3 A technical defect in the giving of notice which the **members** or **committee members/trustees** are unaware of at the time does not invalidate decisions taken at a **General Meeting**.

12. AMENDMENTS

This Constitution may be amended at a **General Meeting** of the **association** by a two-thirds majority of the votes cast but:

- 12.1 The **members** must be given 21 clear days' notice of the proposed amendments
- 12.2 No amendment is valid if it would make a fundamental change to the charitable purpose (**objects**)/clause 2 or destroy the charitable status of the **association** and no amendment may be made to clause 9 without the prior written consent of the Charity Commission
- 12.3 A copy of any resolution amending the constitution must be sent to the Charity Commission within 21 days of it being passed.

13. DISSOLUTION

- 13.1 The **association** may be dissolved by a resolution presented at an **EGM** or an **AGM** where this is included in the notice of the meeting. The resolution must have the agreement of two-thirds of those voting and must give instructions for the disposal of any assets remaining after paying the outstanding debts and liabilities of the **association**.
- 13.2 The net assets shall not be distributed among the members of the **association** but will be given to the school for the benefit of the pupils of the school. In the event of the school closing any remaining funds could be distributed to a neighbouring school or schools as selected by the **committee**.
- 13.3 If it is not possible to dispose of assets as described in clause 13.2 then the assets can be given to another charitable cause provided that the cause is within the objects of the **association**.
- 13.4 The **committee members/trustees** must notify the Charity Commission promptly that the **association** has been dissolved. The **committee members/trustees** must comply with any request from the commission including providing the **association's** final accounts.

committee members. Names will be blacked out of the meeting minutes, if necessary.

- The committee should be made aware of any conflict of interest and the person involved should withdraw from any discussion pertaining to that subject.
- All members must respect the School and personal property.
- All paperwork and assets relating to the PTA are the property of the PTA, and not that of the individual. When leaving the PTA a member should return any relevant paperwork or assets to the PTA Committee.
- Should it be deemed by the committee that any member has disregarded this code or their actions have brought the PTA or the school into disrepute, the committee has the right to exclude that member from future involvement. The procedure for removal of a PTA member or PTA committee member is stated in the constitution.

Agreed and signed by:

S Maxfield (parent chair)

K Jones (Staff Chair)