

**THE CONSTITUTION.**  
Of  
**EPSOM RIDING FOR THE DISABLED**  
**ASSOCIATION**  
(a Charity registered under charity number 1073638)

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**This Constitution was adopted at a meeting held at St Ebba's Farm, Hook Road, Epsom on 9 November 1998 and Registered with the Charity Commission on 29 January 1999.**

**Amendments.**

Arndt No.	Date.	Signed.
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**THE CONSTITUTION.**  
**of**  
**EPSOM RIDING FOR THE DISABLED ASSOCIATION**  
**(a Charity registered under charity number 1073638)**

**1. NAME**

The name of the charity is EPSOM RIDING FOR THE DISABLED ASSOCIATION ('the Group')

**2. OBJECTS.**

The objects of the Group are to promote the objects of the Riding for the Disabled Association Incorporating Carriage Driving a charity registered under Charity Number 244108 ('the Association') by providing disabled people with the opportunity to ride and/or to carriage drive to benefit their health and well being in the Epsom and surrounding area ('The Objects').

**3. POWERS.**

The Group has the following powers which may be exercised only in promoting the Objects:

- 3.1 To provide disabled people with the means to ride and/or to carriage drive at the level of their ability, choice and ambition.
- 3.2 To encourage disabled people to occupy positions of responsibility within the Group
- 3.3 To contribute to the attainment of the Objects.
- 3.4 To co-operate with the Association and with other bodies.
- 3.5 To raise funds and invite and receive contributions from any person or persons whatsoever by way of loan subscription donation or otherwise in any manner it sees fit consistent with the charitable status of the Group.
- 3.6 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993).
- 3.7 To acquire or hire property of any kind including but not limited to horses, ponies and donkeys.
- 3.8 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993).
- 3.9 To make grants or loans of money only in or towards attaining the objects of the Group or the Association or to another member group of the Association.
- 3.10 To lend money on a secured arms length basis to any wholly or partially owned trading company of the Group provided that it be for the benefit of the Group and for the furtherance of the Objects.
- 3.11 To set aside funds for special purposes or as reserves against future expenditure.
- 3.12 To deposit or invest funds in any lawful manner.

- 3.13 To delegate the management of investments to a financial expert but only on terms that:
- 3.13.1 the investment policy is recorded in writing for the financial expert by the Committee.
  - 3.13.2 every transaction is reported promptly to the Committee.
  - 3.13.3 the performance of the investments is reviewed regularly with the Committee.
  - 3.13.4 the Committee are entitled to cancel the delegation arrangement at any time.
  - 3.13.5 the investment policy and the delegation arrangement are reviewed at least once a year.
  - 3.13.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are reported promptly to the Committee on receipt.
  - 3.13.7 the financial expert must not do anything outside the powers of the Committee.
- 3.14 To insure the Group's property against any foreseeable risk and take out other insurance policies to protect the Group and its members where required.
- 3.15 To insure members of the Committee against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty (unless the member concerned knew that or was reckless whether the act or omission was a breach of trust or breach of duty).
- 3.16 Subject to clause 9.2 to employ paid or unpaid agents staff or advisers.
- 3.17 To enter into contracts to provide services to or on behalf of other bodies.
- 3.18 To pay the costs of forming the Group.
- 3.19 To do anything else within the law which promotes or helps promote the Objects.

#### 4. MEMBERSHIP.

4.1 The only members of the Group shall be:

(a) The CIO and

(b) The chairman of the CIO from time to time.

4.2 The CIO shall be represented at General Meetings through the person of its authorised representative.

4.24.3 If there is a bona fide reconstruction of the CIO without insolvency the Committee shall admit its successor organisation as member.

4.34.4 If the CIO resigns or goes into liquidation otherwise than for the purposes of a bona fide reconstruction without insolvency or has an administrator or a receiver or an administrative receiver appointed over all or any part of its assets or an order made or a

resolution passed for its winding up, the CIO's membership shall automatically cease and the Committee shall after consultation (as far as practicable) with representatives of the CIO admit any other person or persons willing to become a member or members of the Group's membership.

4.44.5 Subject to clauses 4.1 – 4.4, no person may become a member of the Group and membership cannot be transferred to anyone else.

4.54.6 The CIO shall cease to be a member if it resigns giving not less than 7 days' notice to the Group.

4.7 The Committee shall have no right to remove a member.

~~Membership of the Group shall be open to any individual or organisation residing in or having connections with the Group area and actively interested in promoting the Objects.~~

~~4.6 The Committee may establish different classes of membership and may set appropriate rates of subscription or levy no subscription.~~

~~4.6 The Committee shall keep a register of members.~~

~~4.6 A member whose subscription is six months in arrears shall automatically cease to be a member but may be readmitted on payment of the amount owing.~~

~~4.6 A member may resign by written notice to the Group Chairman or Secretary.~~

~~The Committee may at any time terminate the membership of any individual or organisation provided that the individual or a representative of an organisation (as the case may be) shall have the right to be heard by the Committee before a final decision is made.~~

~~4.6 Membership of the Group is not transferable.~~

## **6.5. GENERAL MEETINGS.**

~~6.15.1 The Group shall dispense with the holding of Annual and General Meetings of the Group unless the Committee decides to hold one.~~

~~5.2 The members' decisions shall ordinarily be made by way of written resolutions and in the case of the CIO these shall be signed by the authorised representative of the CIO.~~

~~5.3 The Committee may make such arrangements as they consider necessary for the conduct of any general meetings. Each member shall have one vote and decisions shall be taken by a simple majority of votes cast.~~

~~6.1 All members shall be entitled to attend general meetings of the Group in person or (in the case of a member organisation) through an authorised representative.~~

~~6.1 General meetings shall be called by 28 clear days' written notice to the members specifying the business to be transacted.~~

- ~~6.2 — There shall be a quorum at a general meeting if the number of members or~~
- ~~6.2 — authorised representatives personally present is at least 35 per centum of the members.~~
- ~~6.2 — The Group Chairman or (if the Group Chairman is unable or unwilling to do so) some other member elected by those present shall preside at a general meeting.~~
- ~~6.2 — Except where otherwise provided in this Constitution every issue at a general meeting shall be determined by a simple majority of the votes cast by the members present in person or (in the case of a member organisation) through an authorised representative.~~
- ~~6.2 — Except for the chairman of the meeting who shall have a second or casting vote every member present in person or (in the case of a member organisation) through an authorised representative shall be entitled to one vote on every issue.~~
- ~~6.2 — An Annual General Meeting ('AGM') must be held in every year (except that the first AGM may be held at any time within 18 months after the formation of the Group).~~
- ~~6.2 — At an AGM the members shall:~~
- ~~6.2 — receive the accounts of the Group for the previous financial year.~~
- ~~6.2 — receive the report of the Committee on the Group's activities since the previous AGM.~~
- ~~6.2 — elect Committee members to replace those retiring from office (as appropriate)~~
- ~~6.2 — elect if appropriate from among the members of the Group the Group Chairman.~~
- ~~6.2 — appoint an auditor or independent examiner for the Group where required.~~
- ~~6.2 — Discuss and determine any issues of policy or deal with any other business put before them.~~
- ~~6.2 — Every general meeting save for the AGM shall be an extra ordinary general meeting ('EGM')~~

~~An EGM may be called at any time by the Committee and must be called within 14 days after a written request to the Committee from at least 10 percent of the members.~~

## **7.6. THE COMMITTEE**

- ~~6.1 Subject to this Constitution and to the jurisdiction of the Commission, the Committee shall have the general management of the administration of the Group and its property and affairs.~~
- ~~6.2 Subject to Clause 7.3 the Committee (all members of which shall be Charity Trustees) shall consist of the CIO and such other persons as are appointed from time to time by the CIO.~~
- ~~6.3 Any person appointed to the Committee may be removed by the CIO serving written notice on the Group.~~
- ~~8.0 shall have control of the Group and its property and funds.~~
- ~~9.0 The Committee when complete consists of at least three and not more than 11 individuals all of whom must be members (but must not be paid employees) of the Group.~~
- ~~10.0 The Committee shall be composed of the following members:-~~
- ~~11.0 The Group Chairman~~
- ~~12.0 The Group Treasurer~~
- ~~13.0 The Group Secretary~~
- ~~14.0 Not more than 8 elected Committee members.~~
- ~~15.0 One third (or the number nearest to one third) of the Committee members shall retire at each AGM (but shall be eligible for re-election) those longest in office retiring first and the choice between any of equal service being made by drawing lots. If a casual vacancy shall occur in the Committee the Committee shall appoint a replacement until the next AGM of the Group.~~
- ~~16.0 Every Committee member shall sign a declaration of willingness to act as a charity trustee of the Group before he or she shall be eligible to vote at any meeting of the Committee.~~
- ~~17.0 A Committee member shall automatically cease to be a member of the Committee if he or she:~~
- ~~18.0 is disqualified under the Charities Act 1993 from acting as a charity trustee.~~
- ~~19.0 is incapable whether mentally or physically of managing his or her own affairs~~
- ~~20.0 is absent from 4 consecutive meetings of the Committee.~~
- ~~21.0 ceases to be a member of the Group (but such a person may be reinstated by resolution of all the other members of the Committee on resuming membership of the Group).~~
- ~~22.0 ceases to reside in the Group Area.~~

- ~~23.0 — resigns by written notice to the Committee (but only if at least two Committee members will remain in office).~~
- ~~24.0 — is removed by a resolution passed by all the other members of the Committee after inviting the views of the Committee member concerned and considering the matter in the light of any such views.~~
- ~~25.0 —~~
- ~~38.0 — A retiring Committee member shall be entitled to an indemnity from the continuing Committee members at the expense of the Group in respect of any liabilities properly incurred while he or she held office.~~
- ~~39.0 — A technical defect in the appointment of a Committee member of which the Committee are unaware at the time shall not invalidate decisions taken at a meeting.~~

#### **40.7. COMMITTEE MEETINGS.**

- 7.1 The Committee shall meet as required to conduct the business of the Group.
- 7.2 The CIO shall be represented at meetings through the person of its authorised representative from time to time.
- 7.3 Where a sole corporate trustee has been appointed, notwithstanding anything to the contrary in this Constitution, all powers of the Committee shall be exercisable by the sole corporate trustee acting alone and the provisions of this Constitution shall be read and construed as if a reference to the Charity Trustees were a reference to the corporate trustee and further:
- (a) such powers may be exercised by way of written resolution signed on behalf of the CIO by a person duly authorised to sign on its behalf without a meeting; or
  - (b) the sole corporate trustee may exercise its powers and discretions by resolution at a meeting of the sole corporate trustee which may be called and held by the trustees of the sole corporate trustee in accordance with its constitution relating to trustees' meetings; and
  - (c) the sole corporate trustee shall make and keep minutes of the meetings of the sole corporate trustee in relation to the affairs of the Group and account separately from the CIO.
- 7.4 The CIO may represent a quorum on its own for as long as the Group has a sole corporate trustee.
- 7.5 The quorum is one trustee or the number nearest to one third of the total number of trustees, whichever is the greater.
- ~~41.0 — The Committee shall hold at least 4 meetings each year.~~

- ~~42.0 — There shall be a quorum at a Committee meeting when at least half of the members are present (subject to a minimum of 3 members being present).~~
- ~~43.0 — A Committee meeting may be held either in person or through electronic means agreed by the Committee in which case each participant may communicate with all other participants.~~
- ~~44.0 — The Group Chairman (or if the Group Chairman is unable or unwilling to do so) some other member of the Committee chosen by the members present shall preside at each Committee meeting.~~
- ~~45.0 — Every issue shall be determined by a simple majority of the votes cast at a Committee meeting but a resolution which is in writing and signed by all members of the Committee shall be as valid as a resolution passed at a meeting and for this purpose the resolution may be contained in more than one document and shall be treated as passed on the date of the last signature.~~
- ~~46.0 — Except for the chairman of the meeting who shall have a second or casting vote every Committee member shall have one vote on each issue.~~

#### **47.8. POWERS OF COMMITTEE.**

##### Provision removed

~~The Committee shall have the following powers in the administration of the Group:~~

~~to appoint a Treasurer and other Honorary Officers~~

~~to delegate any of their functions to sub-committees consisting of three or more persons appointed by them (but at least one member of every sub-committee shall be a Committee member and all proceedings of sub-committees shall be reported promptly to the Committee).~~

~~to make Standing Orders consistent with this Constitution to govern proceedings at general meetings.~~

~~to make rules consistent with this Constitution about the Committee and subcommittees.~~

~~to make regulations consistent with this Constitution and the byelaws from time to time of the Association about the running of the Group (including the operation of bank accounts and the commitment of funds).~~

~~to resolve or establish procedures to assist the resolution of disputes within the Group.~~



~~8.7 to exercise any powers of the Group which are not reserved to a general meeting~~

## **50.9. PROPERTY & FUNDS.**

~~50.1~~9.1 The property and funds of the Group shall be used only for promoting the Objects and shall not belong to the members of the Group or the Committee.

~~50.2~~9.2 No Committee Member may receive any payment of money or other material benefit (whether direct or indirect) from the Group except

~~50.2.1~~9.2.1 under clause 3.15 (indemnity insurance)

~~50.2.2~~9.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Group.

~~50.2.3~~9.2.3 interest at a reasonable rate on any money lent to the Group.

~~50.2.4~~9.2.4 a reasonable rent or hiring fee for property let or hired to the Group.

~~50.2.5~~9.2.5 an indemnity in respect of any liabilities properly incurred in running the Group (including the costs of a successful defence to criminal proceedings).

~~50.2.6~~9.2.6 in the case of an individual member charitable benefits in his or her capacity as a beneficiary.

~~50.2.7~~9.2.7 in exceptional circumstances other payments or material benefits (but only with the prior written approval of the Commission)

~~50.3~~9.3 Whenever a Committee member shall have a personal interest in a matter to be discussed at a Committee meeting the Committee member shall

~~50.3.1~~9.3.1 declare an interest before discussion begins on the matter.

~~50.3.2~~9.3.2 withdraw from that part of the meeting unless expressly invited to remain in order to provide information.

~~50.3.3~~9.3.3 not be counted in the quorum for that part of the meeting.

~~50.3.4~~9.3.4 withdraw during the vote and have no vote on the matter.

~~50.4~~9.4 Any trust corporation which may be appointed as a holding trustee or any nominee for the Group may be paid reasonable fees.

~~50.5~~9.5 Funds which are not required for immediate use or which will be required for use at a future date shall be placed on deposit or invested in accordance with clause 3.12 until needed.

~~50.6~~9.6 Investments and other property of the Group may be held:

~~50.6.1~~9.6.1 in the names of the Committee members for the time being (or in the name of the Committee if incorporated under the Charities Act 1993).

~~50.6.2~~9.6.2 in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) or Scotland or Northern Ireland under the control of the Committee or of a financial expert acting on their instructions.

~~50.6.3~~9.6.3 in the name of at least two and up to four holding trustees for the Group who shall be appointed (and may be removed) by a resolution of the Committee.

~~50.6.4~~9.6.4 in the name of a trust corporation as a holding trustee for the Group which shall be appointed (and may be removed) by deed executed by the Committee.

~~50.6.5~~9.6.5 in the case of land by the Official Custodian for Charities under an order of the Commission or the Court.

## **51.10. RECORDS & ACCOUNTS.**

~~51.1~~10.1 The Committee shall comply with the requirements of the Charities Act 1993 as to the keeping of financial records the audit or independent examination of accounts and the preparation and transmission to the Commission of:

~~51.1.1~~10.1.1 annual reports.

~~51.1.2~~10.1.2 annual returns.

10.1.3 annual statements of account.

~~51.2~~10.2 The Committee shall keep proper records of:

10.2.1. all proceedings at general meetings.

10.2.2. all proceedings at Committee meetings.

10.2.3. all reports of sub-committees.

10.2.4. all professional advice obtained.

~~51.3~~10.3 Annual reports and statements of account relating to the Group shall be made available for inspection by any member of the Group.

~~51.4~~10.4 A copy of the latest available statement of account shall be supplied to any person who makes a written request and pays the Group's reasonable costs as required by the Charities Act 1993.

## **52.11. NOTICES.**

~~52.1~~11.1 Notices under this Constitution may be sent by hand or by post or by suitable electronic means or (where applicable to members generally) in any newsletter distributed by the Group.

~~52.2~~11.2 The address at which a member is entitled to receive notices shall be the address noted in the register of members (or if none the last known address).

~~52.3~~11.3 Any notice given in accordance with this Constitution shall be treated for all purposes as having been received:

~~52.3.1~~11.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address.

~~52.3.2~~11.3.2 two clear days after being sent by first class post to that address.

~~52.3.3~~11.3.3 three clear days after being sent by second class post or overseas post to that address.

11.3.4 on the date of publication of a newsletter containing the notice.

11.3.5 on being handed to the member (or its authorised representative) personally or if earlier

11.3.6 as soon as the member acknowledges actual receipt.

- 11.4 A technical defect in giving of notice of which the members or the Committee members are unaware at the time shall not invalidate decisions taken at a meeting.

## 12. AMENDMENTS.

This Constitution may be amended by a members' decision at a general meeting by not less than a two-thirds majority of the votes cast or by way of written resolutions of the members in accordance with clause 5.2 but

~~12.1 the members shall be given 28 clear days notice of the proposed amendments.~~

~~12.2~~12.1 no amendment shall be valid if it would make a fundamental change to the Objects or to this clause or destroy the charitable status of the Group.

~~12.3~~12.2 no amendment may be made to this Constitution without the prior written approval of the Association.

~~12.4~~12.3 clauses 2, 9.2, 9.3 and 13 may not be amended without the prior written consent of the Commission.

## 13. DISSOLUTION.

13.1 If at any time the members at a general meeting shall decide to dissolve the Group the members of the Committee shall remain in office as charity trustees and shall be responsible for the orderly winding up of the Group's affairs.

13.2 After making provision for all outstanding liabilities of the Group the Committee shall give or transfer the remaining property and funds to the Association or in the event that the Association shall have ceased to exist then shall apply the same in one or more of the following ways:-

13.2.1 by transfer to one or more other bodies established for exclusively charitable purposes within the same as or similar to the Objects.

13.2.2 directly for the Objects or charitable purposes within or similar to the Objects.

13.2.3 in such other manner consistent with charitable status as the Commission approve in writing in advance.

13.3 A final report and statement of account relating to the Group shall be sent to the Commission.

## 14. DEALING WITH LEGACIES AND OTHER INCOME

14.1 If the Committee becomes aware that a legacy has been left to the CIO or (while the Group remains recognised by the CIO as a dormant subsidiary of the CIO) to the Group;

(a) The Committee will notify the CIO as soon as possible and will provide the CIO with such information as the CIO requests and shall deal with the executors and trustees of the deceased estate as the CIO directs;

(b) The Committee will not enter into any binding agreement, compromise, settlement or arrangement with the executors or trustees of the estate or otherwise, including signing any indemnity or discharge, in relation to a legacy unless authorised by the CIO;

(c) The Committee shall promptly transfer the legacy funds to the CIO's bank account and shall notify the CIO that the funds relate to a legacy and shall provide the CIO with the terms of the legacy (if any) and a copy of any relevant documentation setting out those terms; and

(d) The Committee shall provide such information relating to the legacy as requested by the CIO.

~~3-2~~14.2 If the Committee receives any other funds it shall promptly transfer such funds to the CIO's bank account and shall provide the CIO with the terms of the funds (if any) and a copy of any relevant documentation setting out those terms.

## INTERPRETATION.

In this Constitution:

‘Charity Trustees’ has the meaning prescribed by section 97(1) of the Charities Act 1993.

‘the Commission’ means the Charity Commissioners for England and Wales.

‘the CIO’ means [insert name of transferee charity], a Charitable Incorporated Organisation a registered charity with charity number [insert charity registration number] whose registered office is at [insert registered office address]

‘financial expert’ means an individual company or firm who is an authorised person or an exempted person within the meaning of the Financial Services Act 1986.

‘holding trustee’ means an individual or corporate body responsible for holding the title to property but not authorised to make any decisions relating to its use investment or disposal.

‘independent examiner’ has the meaning prescribed by section 43(3)(a) of the Charities Act 1993.

‘Trust corporation’ has the meaning prescribed by section 205(1)(xxxviii) of the Law of Property Act 1925 but does not include the Public Trustee.

Any reference to an Act of Parliament refers to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

