CONSTITUTION AND ARTICLES OF ASSOCIATION

MAIDSTONE PRIDE COMMUNITY GROUP

Adopted on 1st October 2025

Contents

1. Adoption

These Articles ("Constitution") have been structured to allow the group reasonable authority to manage its affairs professionally in accordance with the provisions set out. The association will be administered and managed in accordance with the provisions of these Articles and related documents and policies which support the day-to-day governance of the Group.

2. Name

There shall exist a community group, henceforth titled "**Maidstone Pride Community Group**" **(the "Group"),** which is an Unincorporated Association within the meaning of the Charities Act 2011.

3. Aims and Objects

The Group shall seek at all times to:

3.1. Work towards the advancement of inclusivity & equity of LGBTQIA+ peoples in Maidstone;

3.2. Facilitate positive, non-discriminatory spaces, events, and activities for the LGBTQIA+ community and its allies in the Maidstone (Kent) area;

3.3. To bring together and foster understanding amongst the diverse communities in Maidstone;

3.4. Pursue its aims and objectives independent of any political party or religious group

4. Equal Opportunities

4.1. The Group will not discriminate on the grounds of sex, race (including colour, ethnic or national origin), sexual orientation, disability, gender identity, gender reassignment, religious or political belief, pregnancy or maternity, marital status or age.

5. Membership

5.1. Membership will be open to all who support the aims of Maidstone Pride Community Group; and

5.1.1. Is either a resident, student, or employee in Maidstone or the surrounding area; and

5.1.2. Have applied for membership in a manner approved by the management committee

5.2. Membership is not transferable to anyone else.

5.3. The Group must keep a register of membership information, which will be kept and stored in line with Data Protection legislation.

5.4. **Membership is terminated if:**

5.4.1. The member (if an individual) dies or, if it is an organisation, ceases to exist;

5.4.2. The member no longer meets the eligibility criteria set out in clause 4.1

5.4.3. The member resigns by written notice at any time to the Group unless, after the resignation, there would be less than two members;

5.4.4. Any sum due from the member to the Group is not paid in full within six months of it falling due;

5.4.5. The member is removed from membership by a resolution of the management committee that it is in the best interests of the Group that their membership is terminated. Such a resolution may only be valid if:

5.4.5.A. The member has been provided with at least seven (7) business days' notice in writing of the meeting of the management committee at which the resolution will be proposed and the reasons why it is to be proposed.

If the member fails to appear at the meeting without an acceptable explanation, the case will be heard in their absence based on the information available at that time.

5.4.5.B. The member or, at the option of the member, their representative (who does not need to be a member of the Group) has been allowed to make representations to the meeting.

6. Group Governance

6.1. **Delegation of day-to-day management to the Chair**

6.1.1. The delegated power shall be to manage the Group's governance and business by implementing the policy, strategy, and budget adopted and approved by the Management Committee.

6.2. **Management of the Group can vary to suit the needs of the Group, but must consist of at least;**

6.2.1. One (1) Chair, who shall be responsible for the governance of the Group;

6.2.2. One (1) Secretary, who shall be responsible for the administration of the Group;

6.2.3. One (1) Membership Officer, who shall be responsible for membership records;

6.2.4. One (1) Treasurer, who shall be responsible for maintaining the Group's accounts.

6.2.5. The roles and their responsibilities will be reviewed at least annually.

6.2.6. Each role created must be accompanied by a separate role profile, outlining the role and its key responsibilities

6.2.7. In the event of a role becoming vacant during the year, a replacement will be appointed by the next General Meeting of members.

6.3. **Management Committee:**

6.3.1. The Management Committee shall include

6.3.1.A. all the roles outlined in clause 6.2; and

6.3.1.B. where appropriate, additional roles that have been created to oversee a remit of the Group.

6.3.2. The meetings of the Management Committee will be open to all Group members who wish to attend, who may participate but will not be able to vote.

6.3.3. Actions or decisions agreed by the Management Committee must be communicated to members no later than five (5) working days after the meeting.

6.3.4. The Management Committee shall meet as necessary, but no less than four times a year.

7. Meetings

7.1. **Annual General Meetings (AGMs)**

7.1.1. An AGM will be held within fifteen months of the previous meeting.

7.1.2. All members will be notified in writing at least 3 weeks before the date of the meeting, providing the date, time, and location.

7.1.3. The Quorum of the AGM will be 3 members

7.1.4. The business of the AGM shall be circulated at least five (5) business days prior to the event, and will consist of at least:

7.1.4.A. A report of the Group's work in the past year.

7.1.4.B. A report of the Group's income and expenditure for the past year.

7.1.4.C. The appointment of the Groups Management Committee members.

7.1.4.D. Any Other Business.

7.2. **Exceptional General Meetings (EGMs)**

7.2.1. An EGM can be called by:

7.2.1.A. A majority vote by the Management Committee

7.2.1.B. A minimum of 8 members giving a written request to the Chair or Secretary, stating the reason for their request.

7.2.2. If the conditions set out in 7.2.1.A or 7.2.1.B are met, an EGM will be held within twenty-one (21) days.

7.2.3. All members will be notified in writing at least 2 weeks before the date of the meeting, providing the date, time, and location.

7.2.4. The quorum of the EGM will be 2 members.

7.3. **General Meetings (GMs)**

7.3.1. General Meetings are standard meetings of the Group and will be held at as frequently as necessary, but at least once every 12 months

7.3.2. All members will be given one (1) weeks' notice of such a meeting, providing a date, time, location, and agenda.

7.4. **Management Committee Meetings (MCMs)**

7.4.1. MCM's are governed according to their own Terms of Reference.

7.4.2. Notice of MCM's must be provided in writing at least 1 week before the date of the meeting, providing the date, time, location, and agenda.

7.5. **Rules and Procedure for meetings**

7.5.1. Where appropriate, a Terms of Reference should be established to steer the meeting.

7.5.2. Meetings should make all attempts to discuss questions and agenda items openly and find a general consensus.

7.5.3. If no consensus can be reached, a vote will be taken and a decision will be made by a simple majority (50%+1) of members present. In the case of a tie, the chair of the meeting will have an additional casting vote.

8. Finances

8.1. The Groups finances shall be conducted in accordance with this constitution and relevant legislation.

8.2. An account will be maintained on behalf of the Group at a bank agreed by the Management Committee. Three Cheque signatories will be nominated by the Management Committee (one may be the Treasurer).

8.3. Signatories must not be related or represent the same organisation or be members of the same household.

8.4. All Group expenditure must be signed by two of the signatories.

8.4.1. For Cheque payments, the signatories will sign the cheque.

8.4.2. For other payments (such as BACS payments, cash withdrawals, debit card payments or cash payments) a requisition note must be signed by two signatories, and held by the treasurer.

8.5. The treasurer will maintain records of income and expenditures, and a financial statement will be given at each meeting.

8.6. The Group must ensure it makes all efforts to ensure transparency and accountability of its finances to the Membership.

8.7. All money raised by or on behalf of the Group is only to be used to further the aims and objects of the Group, as specified in article 3 of this constitution.

9. Amendments

9.1. Amendments to these Articles may only be made at the AGM or EGM.

9.2. Proposals to amend these Articles must be given to the Secretary in writing and circulated with the notice of the meeting

9.3. Any proposals to amend these Articles will require 75% of the present voting members.

10. Dissolution & Winding Up the Group

10.1. If a meeting, by 75% of voting members present, decides it is necessary to close the Group, it must call an Exceptional General Meeting with the sole business of dissolving the group.

10.2. If it is agreed to dissolve the group, all outstanding debts must first be settled, then all other remaining money and assets will be donated to a charitable organisation who support the LGBTQIA+ community. The organisation will be agreed at the meeting which agrees the dissolution.

11. Declaration

These Articles are considered adopted and in effect at the Annual General Meeting of the Maidstone Pride Community Group on**: 01/10/2025**

SIGNED BY CHAIRS OF MAIDSTONE PRIDE ON 01/10/2025