

ICSA Connect Guidance Notes & Constitution for ICSA Groups

Any member based in the UK who wishes to form a group under the new *ICSA Connect* arrangements should use this constitution. Whilst it is envisaged that most groups will use the less formal arrangements embodied in this document which enable the group to undertake a range of activities within categories 1, 2 or 3 the appendix contains the additional clauses required in the event that you will choose the more formal route.

This model constitution only applies to those wishing to establish a group within the UK. Those members wishing to form a group outside of the UK should contact Louise Thomson on 020 7580 4741 or by emailing groups@icsa.co.uk, in the first instance to discuss alternative structures to this model constitution.

August 2004

ICSA Connect

Constitution of *(Enter Name of Group- See Note One)*

Constituted

(Enter date constitution adopted)

DEFINITIONS

The following definitions shall apply throughout unless the context states otherwise:

The Group *(Enter here the name by which the group will be known. See Note 1)*

ICSA The Institute of Chartered Secretaries and Administrators

Group Member(s) ICSA Members and Students who have agreed to become members of **The Group** and abide by its rules

ICSA Member All Fellows, Associates and Graduates of ICSA

ICSA Student All Students registered with and currently studying with ICSA

TYPES OF ACTIVITY:

Category One An activity for **Group Members** and guests, who will meet the expenses of the activity solely from their own funds on an activity by activity basis.

Category Two An activity solely for **Group Members** for which a charge is made and/or has some or all of its cost paid from Group Funds.

Category Three An activity or programme of activities open to both **Group Members** and other allied professionals for which a charge is made on an event by event basis and/or has some or all of its cost(s) paid from Group funds.

Category Four A programme of activities open to **Group Members** or **Group Members** and other allied professionals for which a participation charge for the programme is payable in advance, irrespective of any other funding. *(Please see attachment1 for substitute/additional clauses to be adopted in the event that Category Four activities are to be undertaken.)*

2 GROUP MEMBERSHIP

2.1 **The Group** is open to *(Enter here the category of individuals who will be accepted into membership See Note 2)*

2.2 **The Group** shall consist of those who are eligible for Group membership under Clause 2.1 above, who have indicated that they wish to belong to **the Group** and have been accepted into Membership.

2.3 A list of **Group Members** shall be maintained by ICSA and notification of alterations to Group membership or member's details shall be forwarded to ICSA within one month of **The Group** being notified of any change. ICSA shall provide labels and membership lists to **The Group** as required.

3 OBJECTS

The objects of **the Group** shall be to:

3.1 Retain recognition and support from ICSA by adopting and abiding by the constitution.

3.2 *(Define the objectives for which the Group is being formed See note₃)*

4 MANAGEMENT OF THE GROUP

4.1 **The Group** shall have a Chairman, who shall be an ICSA Member, and such other organisers (The Committee) as the Chairman/membership may determine.

4.2 The Chairman or, if appointed, the Secretary, shall notify ICSA of the name and contact details of the Chairman and any change thereof.

4.3 Unless **The Group** undertakes category 4 events the chairman and/or committee may adopt such standing orders as they deem necessary to ensure the effective operation of **The Group**, always providing that the standing orders do not conflict with this constitution. Standing orders must be ratified by ICSA before becoming effective

5 GROUP ACTIVITIES

5.1 The primary activities of **the Group** shall be restricted to **Category One, Two and Three** activities. *(In the event that Category Four activities are to be undertaken the additional requirements detailed in Attachment 1 should be adopted)*

6 GENERAL MEETINGS

6.1 In so far as the activities of **the Group** are restricted to **Category One, Two and/or Three** activities there shall be no requirement to hold formal general meetings.

(If the Group activities are restricted to one or more of category one, two or three activities there is no requirement to hold general meetings. The Chairman/Group may however decide to adopt all or part of the procedures for Groups organising Category Four activities (See Attachment 1) if they so wish.)

7 FINANCES/RESPONSIBILITY

7.1 **The Group** may apply to ICSA for a grant for activities that further ICSA's mission, under procedures laid down by ICSA from time to time.

7.2 The Chairman and/or the group committee, shall be accountable to ICSA for the financial affairs of the Group and shall ensure that effective arrangements are made for the budgeting, control and recording of all monetary transactions relating to the Group. Those with delegated authority to organise an event are responsible for the Group funds and liabilities involved in that event.

Subject to the provisions of clause 7.6 below, Group funds shall be applied solely towards the promotion of **the Group's** objects as set out in clause 3 above and no portion thereof shall be paid or transferred directly or indirectly to any member other than for the reimbursement of reasonable and proper out of pocket expenses incurred for or on behalf of or in the interests of **the Group**. Any moneys not immediately required shall be invested with recognised banks and/or building societies in the name of **the Group**.

7.3 ICSA will underwrite unforeseeable losses on activities up to a maximum of £200, or such other amount as ICSA may determine, in any one year, unless otherwise agreed by ICSA.

7.4 The Chairman/Committee shall have authority to operate such 'Group' bank account(s) as s/he/it deems necessary, provided that they are opened in accordance with ICSA guidance, and shall maintain a credit balance at all times. There shall always be a minimum of at least two signatures required to operate any 'Group' bank account.

7.5 A copy of the Bank Mandate(s), any changes to authorised signatories, all bank statements and a summary of the activity for the year ending 31 July must be forwarded to ICSA within one month of 31 July each year.

7.6 **The Group** shall not accumulate funds unnecessarily. If and when the Group has accumulated funds exceeding £500, or such other sum, as ICSA shall decide, the Chairman shall discuss the matter with ICSA so that surplus funds are used by **the Group** in a way agreed by ICSA or paid to ICSA for furtherance of the Profession.

7.7 An Annual Subscription may be payable and a joining fee levied. Both shall be determined by the Committee from time to time within parameters set by **Group Members** in General Meeting.

7.8 Any subscriptions shall be payable annually on 1 August. A period of three months grace shall be allowed from the date of the subscription renewal, but if the payment has not been received at the end of that period membership of **The Group** shall cease automatically. Persons who cease to be members under this rule shall have to reapply for membership as a new applicant. The annual subscription fee for new members joining during the year shall be pro-rata according to the number of complete months remaining.

8 REPORTING

8.1 If **the Group** holds only **Category One** activities then a brief report of each event, showing its date, venue and number of attendees shall be made to ICSA within one month of the event having taken place.

8.2 If **the Group** decides to hold anything other than a **Category One** activity it should prepare a budget of the event, or programme of events if more than one, showing any Group funds in hand, together with the details of the target audience(s) and an estimate of the likely attendance(s) and forward this to ICSA for agreement prior to the event(s) being committed. The Chairman (or a person designated by the Chairman or, if there is one, the Committee) shall ensure that an account of each event is subsequently drawn up and sent to ICSA within one month of the event taking place. This account to show the date, place and nature of the event; the number of **Group Members** broken down to show the number of ICSA Members, ICSA Students and others attending; the balance (if any) of Group Funds held before the event; the amount of each type of income and expenditure for the event and the amount of Group funds remaining after the event. For VAT purposes the original invoices for expenditure must be attached to this report. If an unreported **Category One** event has taken place prior to the event being reported under this clause, then a report of that event, in the form shown in Clause 8.1 above shall be forwarded to ICSA with the next event report.

8.3 A **Group Member** may request from ICSA a copy of an event report relating to his/her Group during a period up to two years after the event.

9 RESTRICTIONS

9.1 **The Group** shall not, without the agreement of ICSA, become a member of, co-operate with or amalgamate with any other organisation, institution, society, association, group or body.

9.2 **The Group** shall do nothing to damage the reputation and standing of the ICSA or otherwise bring ICSA into disrepute.

9.3 **The Group** shall not, without the agreement of ICSA, assume the identity of the Institute or use its logo or devices. Use of the ICSA logo and reference to ICSA recognition of the Group shall, at all times be in strict accordance with the Institute's guidelines.

10 CONSTITUTION

Alterations or additions to the Constitution can only be made with the agreement of ICSA.

11 DISSOLUTION

In the event of the disbanding or winding up of **the Group** any property or funds remaining after the satisfaction of all its debts and liabilities shall be transferred to and become the unencumbered property of the Institute of Chartered Secretaries and Administrators.

Attachment 1

This attachment contains the additional requirements for those groups wishing to operate within the category four definition as described below. Amendments should be made to the main constitution as appropriate.

Category Four activity A programme of events open to **Group Members** or **Group Members** and others for which a participation charge for the programme is payable in advance, irrespective of any other funding.

4 Additional / substitute clauses to be inserted into the Constitution

MANAGEMENT OF THE GROUP

4.1 **The Group** shall have its affairs directed by a Committee comprising at least a Chairman, Secretary and Treasurer and no less than two and no more than seven other **Group Members**, all of whom shall be ICOSA Members, that are elected/re-elected annually by **Group Members** in General Meeting. No one individual shall hold more than one Office at any one time. The term of office of such Committee members shall run from the conclusion of the Annual General Meeting at which they are appointed to the conclusion of the next following Annual General Meeting.

4.2 The Secretary shall ensure that ICOSA is notified of the names and addresses of the office holders and the Committee members within one month of their appointment/election.

4.3 The Committee shall, subject to the terms of this constitution, determine and regulate its activities as it sees fit including the delegation of powers to properly constituted sub-Committees.

4.4 The Committee shall have the power to co-opt additional members from time to time and to fill any casual vacancies that may arise, up to the maximum number of 10. Such appointments shall continue only until the conclusion of the next AGM at which the appointee shall, if willing to continue, stand for election.

4.5 The quorum for the conduct of business by the Committee shall be half the number of members of the committee plus one, to include two from the Chairman, the Secretary and the Treasurer.

4.6 Nominations for new Committee Members supported by at least two **Group Members**, who are Members of ICOSA, shall be in writing, accompanied by a consent to act and should reach the Secretary at least twenty eight clear days before the Annual General Meeting. In the event of insufficient nominations being received to complete the Committee, further nominations can be accepted at the Annual General Meeting.

4.7 All meetings of the Committee or sub-committees shall be properly minuted. A copy of the Minutes of each meeting shall be forwarded to ICOSA within 7 days of their approval. Such minutes shall be available for inspection by any **Group Member** at any reasonable time.

5 GROUP ACTIVITIES

5.2 **The Group** shall also, with the agreement of the Committee, organise such **Category Four** activities as it deems appropriate.

6 GENERAL MEETINGS

6.2 If the Chairman or the Committee deem it desirable or in the event that **the Group** undertakes **Category Four** activities a General Meeting shall be held each year (the AGM):

The first General Meeting of **the Group** shall be held within six months of **the Group** being recognised by ICSA. Subsequent Annual General Meetings shall be held during the month of September each year.

The business of the Annual General Meeting shall be to:

Receive a Report from the Chairman on the activities of **the Group**;

Receive the financial statements, which shall have been the subject of independent examination for the preceding year ended 31 July; Elect/re-elect Officers and Committee members;

Appoint/re-appoint a suitably qualified independent examiner of **the Group's** financial statements.

Conduct any other business for which proper notice has been given.

6.3 An Extraordinary General Meeting may be called either by the Committee or upon requisition by at least one tenth in number of **Group Members** or five **Group Members** whichever is the greater.

6.4 Unless otherwise agreed by all those entitled to attend, at least fourteen clear days notice (excluding the day of sending and the day of delivery) of all General Meetings of **Group Members** shall be given to each **Group Member** and to ICSA. Such notice may be given electronically to an address provided by the member for the purpose. In the event that no such address has been provided Notice shall be given in writing delivered by hand or by first class post. The accidental omission to give notice of a meeting to or the non-receipt of notice for a meeting by any person entitled to receive notice shall not invalidate the proceedings at that meeting.

6.5 The quorum for General Meetings shall be five **Group Members** present in person. The chairman of the Committee shall chair the meeting except that in his absence those present and entitled to vote shall elect a chairman from their number.

6.6 Voting shall be on a show of hands by **Group Members** present at any General Meeting. In the event of the number of votes being equal, the chairman of the meeting shall have a second or casting vote.

7 FINANCES/RESPONSIBILITY

7.2 *(In the event that Category Four activities are undertaken the sum of £1500 shall be substituted for £500 in clause 7.6).*

8 REPORTING

8.2 Each year the Chairman of **the Group** shall submit, together with a copy of any annual financial statements prepared, to ICSA a brief report summarising each event, including any category one events, held between 1 August and 31 July showing its date, venue and number of attendees.

Such report to reach ICSA by 15 October each year.

¹ EG '**Chartered Secretaries Professional Practice Group**' or '**ICSA North West Regional Group**'

NB Before deciding on a name please check the proposed name with ICSA in case it is already in use.

² Define the range of individuals that will be accepted for membership. EG '**The Group is open to ICSA Members and Students working in Local Government within the North West of England**' or '**...Working or residing within the Leeds/Halifax catchment area**'.

Note that whilst Groups may be open to non ICSA Members, ICSA Members should always form the majority of the Group membership.

³ EG '**To facilitate networking amongst Deputy and Assistant Company Secretaries working within/for private companies within the Midlands area**' Or '**To organise events providing professional support to ICSA Members and Students working in Public Practice within North East of England**'.