

Appendix 1

suggested changes to new Paragraph 5 for the Charity Commission Scheme on the Committee of Management

~~Agreed at Mapledurham Playing Fields Trustees Sub-Committee on 15 October 2019~~

5. Committee of Management

- (1) The Trustee may delegate to a Committee of Management (the "**Committee**") such of its powers, duties and functions as relate to the day to day administration and management of the Charity and in such manner as the Trustee may from time to time specify in written terms of reference ("**Terms of Reference**"). Such Terms of Reference shall specify the scope and extent of the authority conferred on the Committee in exercising the powers, duties and functions delegated to it.

Composition of the Committee

- (2) The Committee shall be made up of ~~a minimum of [7] and a maximum of [9]~~ [6] individuals (each a "**Member**") who shall be appointed as follows:
- ~~(a) up to [2] individuals appointed in writing by Reading Borough Council (the "**Borough Council**");~~
 - ~~(b) [1] individual appointed in writing by the Borough Council who shall also be a Borough Council member elected for the electoral ward in which the recreation ground belonging to the Charity is from time to time situated;~~
 - (ae) [1] individual appointed in writing by Mapledurham Parish Council;
 - (bd) [1] individual appointed in writing by the Caversham Trents Football Club;
 - (ce) [1] Individual appointed in writing by the Mapledurham Lawn Tennis Club;
 - (df) [1] individual appointed in writing by the Major Users in accordance with paragraph 5(3) of this Scheme;
 - (eg) [1] individual appointed in writing by the Warren and District Residents Association; and
 - (fh) [1] individual appointed in writing by The Heights Primary School (an exempt charity and registered company number 08334593);
- (3) The ~~Committee Trustee~~ shall from time to time confirm such organisations, clubs and other groups (whether formally constituted or not) which it regards as major users (the "**Major Users**") of the facilities and amenities at the recreation ground referred to in paragraph 6 of this Scheme. The Chair of the management committee shall invite Major Users to appoint the [1] individual referred to in paragraph 5(2)(df) of this Scheme in accordance with rules set out in the Terms of Reference.

Term of office

- (4) Subject to the provisions of paragraph 5(5) of this Scheme, each Member shall hold office for a term of three years from the date of his or her appointment and shall be eligible for re-appointment following the end of their period of office.

Termination of office

- (5) A Member's term of office automatically terminates if he or she:
- (a) is absent from [two] consecutive meetings of the Committee without the consent of the other Members of the Committee and those Members resolve that his or her office is vacated;
 - (b) resigns by written notice to the Trustee and the Committee;
 - (c) is convicted of an offence and the Trustee shall resolve that it is undesirable in the interests of the Charity that he or she remains a Member of the Committee;
 - (d) conducts him or herself in a way which in the reasonable opinion of the Trustee will or may damage the reputation or other assets of the Charity and the Trustees resolves that it is undesirable in the interests of the Charity that he or she remains a Member of the Committee. ~~;~~ ~~or~~
 - ~~(e) — being an individual appointed pursuant to paragraph 5(2)(b) of this Scheme, ceases to hold office as a Borough Council member elected for the electoral ward in which the recreation ground belonging to the Charity is from time to time situated.~~
- (6) All acts and proceedings of the Committee shall be reported to the Trustee by sending a copy to the designated officer appointed by the Council for these purposes. ~~in the manner specified in the Terms of Reference.~~

Proceedings of the Committee

- (7) The Committee must hold at least [2] meetings in each year.
- (8) The quorum necessary at a meeting of the Committee may be determined from time to time by the Trustee and specified in the Terms of Reference but unless and until so determined shall be the greater of [3] and one-half of the total number of Members.
- (9) The Members shall appoint one of their number to act as chair of the Committee (the "Chair") for a term of 1 year, by secret ballot. A retiring Chair shall be eligible for reappointment as Chair.
- (10) A meeting of the Committee may be held either in person or by suitable electronic means agreed by the Members in which all Members participating in the meeting may communicate with all the other participants. The provision to allow electronic meetings to be kept under review to ensure that transparency is maintained.

- (11) The Chair or (if the Chair is unable or unwilling to act) some other Member chosen by the Members present at the meeting will preside as Chair at each meeting.
- (12) Every decision of the Committee shall be by a simple majority of the votes cast at a meeting.
- (13) Every Member has one vote on each issue except for the Chair of the meeting who, in the event of an equality of votes, has a second or casting vote (unless the Chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes because of any Conflict of Interest).
- (14) Members of the public may attend Management Committee meetings as observers.

Conflicts of interest

- (15) Each Member must avoid any situation or matter (including a transaction or arrangement with the Charity) in which he or she has, or can have, a Conflict of Interest. For the purposes of this Scheme, a "**Conflict of Interest**" means any interest of a Member (or any person connected to a Member) that conflicts, or may conflict, with the interests of the Charity and includes a conflict of interest and duty and a conflict of duties.
- (16) Each Member must declare the nature and extent of any interest at the beginning of any meeting at which the authorisation is to be discussed (or, at the latest, before such discussion begins).
- (17) The Committee may authorise a transaction or arrangement or situation or matter in which a Member (or any person connected to that Member) has, or may have, a Conflict of Interest provided that the relevant Member must:
 - (a) withdraw from that part of the meeting at which the authorisation is to be discussed unless expressly invited to remain in order to provide information;
 - (b) not be counted in the quorum for that part of the meeting during which the authorisation is discussed; and
 - (c) withdraw during the vote and have no vote on the authorisation for that part of the meeting.
- (18) In giving the authorisation referred to in paragraph 5(16) of this Scheme, the Members will decide:
 - (a) whether or not the relevant Member should withdraw from that part of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed unless expressly invited to remain in order to provide information;
 - (b) whether or not the relevant Member should be counted in the quorum for that part of any meeting during which the relevant transaction or arrangement or situation or matter is discussed; and

- (c) whether or not the relevant Member should withdraw during the vote and have no vote on the relevant transaction or arrangement or situation or matter at the relevant part of any meeting; and

the relevant Member shall comply with the decisions of the Committee.

- (19) The Committee may also exclude the relevant Member from the receipt of information in relation to the relevant transaction, arrangement, situation or matter.

- ~~(20) The Trustee may from time to time determine in writing the manner in which any Conflict of Interest should be addressed and any such determination shall be binding on the Committee.~~