

THE OAKLEY INSTITUTE GOVERNANCE **Proposed**

1) Name

THE OAKLEY INSTITUTE is a charity registered with the charity commission, registration number 264526.

2) Governance

The charity is governed by the LEASE AND TRUST DEED DATED 26TH NOVEMBER 1971(known here after as “the Deed”)

The First Schedule to the above document inter alia notes the following :

The property hereby conveyed shall be held upon trust for a sports pavilion for the benefit of the inhabitants of the Parish of Esher West End in the county of Surrey in such manner as the Committee of Management (trustees) from time to time shall think fit.

If any clause in this document conflicts or contradicts the Deed, the Deed shall prevail.

3) Objective/Responsibilities

In line with the Deed, the Trustees are responsible for

- a. The Creation of a West End Sports and Social Club Committee that will
 - a. have responsibility for the maintenance of the building known as the The Pavilion, West End lane, Esher known here after as “The Premises”
 - b. Ensure that the Premises is adequately insured
 - c. Make payment of all relevant taxes
 - d. The Car park adjacent to the Premises is used for the purposes of a car park only
 - e. Provide a base for social activities on behalf of its Members and the Community as a whole and provide facilities for these and various sports and pastimes comprising, inter alia, Cricket, Football, Pigeon Racing and Golf. These activities will be individually managed and controlled by their respective Committees.
 - f. Pay any profits arising from the activities conducted at the premises to the Oakley Institute.
- b. The Disbursement of funds in line with the charitable objective of providing sporting and social activities for the inhabitants of the Parish of West End Esher.
- c. Appointment of an Auditor and timely submission of accounts to the Charity Commission.

4) The Trustees

As per the Deed, The general management and control of the trust property and the arrangements for its use shall be vested in a Committee of Management (hereinafter called “the Committee”)

- a) 5 Elected Members of the committee will be elected at the AGM by a simple majority of attendees at the AGM for a term of office commencing at the end of the AGM at which they are elected and expiring at the end of the AGM the following year.
- b) the Deed allows for 9 Appointed members as per Schedule 2 to the Deed.

- c) The Deed was superseded by the transfer of the property to the Charities Commission via the document submitted on 25 January 2005. As part of this process signed documents were received and submitted from the West End Women's Institute, the West End Sports and Flower association, the West End Drama group and the Winterdown Women's institute stating they did not wish to be trustees of the Oakley Institute going forward.
- d) Appointed members thus consist of the following:
 - i. West End Cricket Club – two representatives
 - ii. West End Football Club – two representatives
 - iii. West End Parochial Church Council – one representative
- e) The Committee shall have the power to co-opt not more than two members to hold office until the end of the AGM following their co-option.
- f) The Committee at their first meeting in each year after the AGM shall elect one of their number to be Chairman and may elect one of their number to vice Chairman.
- g) The Committee at their first meeting shall in each year after the AGM elect one of their number to be the Secretary.
- h) In the event of a vacancy on the committee, the committee shall have the power to appoint a replacement until the next AGM.
- i) The quorum of the Committee shall be six consisting of at least the Chairman or Vice Chairman and Secretary.
- j) Committee meetings will be held as required at regular intervals and at the discretion of the Committee now in office. A minimum of 2 meetings per year will be held.
- k) Not less than twenty one days written notice shall be given by the Secretary to members of the Committee for a meeting but in an emergency at the discretion of the Chairman and Secretary additional meetings may be called on not less than 24 hours notice.
- l) Decisions at meetings of the Committee are made by a simple majority and in the event of equality of voting the Chairman (or the acting chairman of that meeting) shall have a casting vote.

5) Annual General Meeting

- a) An annual general meeting shall be held in June in every year and fifteen months shall not elapse without a general meeting.
- b) The business of the annual general meeting shall be:
 - i) To receive the Chairman's report of the activities of the Trust during the preceding year.
 - ii) To receive and consider the accounts of the Oakley Institute and the West End Sports and Social Club for the preceding year, the Auditor's report and the Treasurer's report on the financial position of the Institute.
 - iii) To elect 5 committee members.
 - iv) To remove and elect the Auditor or to confirm that he or she remains in office.
- c) Such business as shall have been communicated to the Secretary and shall be included in the notice of the meeting sent by the Secretary to the Members. Such notice will be issue at least 21 days prior to the AGM.
- d) Notice of the AGM shall be affixed to any conspicuous part of the Premises.

6) Accounts, Income and Property

- a) The financial year of the Oakley Institute shall end on 30 April in every year to which day the accounts shall be balanced and drawn.
- b) As soon as is practicable after the end of the financial year there shall be prepared a statement of the assets and liabilities of the Oakley Institute at the end of the financial year and a statement of income and expenditure during that year which statements shall be audited by the Auditor not less than 28 days before the annual general meeting.
- c) Copies of the audited statement of accounts shall be displayed at the Club premises at the same time as the notice referred to in Clause 11(a).
- d) The Auditor shall be a person suitably qualified for that purpose. He shall be appointed by each annual general meeting and shall hold office until the end of the next following annual general meeting.
- e) All monies received by the Oakley Institute shall be paid into an account in the name of the Oakley Institute at bankers appointed by the Committee and cheques and other instruments drawn on and directions to the bankers shall be signed by not less than two officers
- f) No action involving expenditure in the name or on behalf of the Oakley Institute shall be taken and no undertakings which would commit the Oakley Institute to expenditure or other liability shall be made without the prior authority of a resolution of the Committee.

7) Indemnity

- a) Members of the Committee shall not be liable (otherwise than as Members) for any loss suffered by the Oakley Institute because of the discharge of their respective duties on its behalf, except such loss as arises from their respective wilful default, and they shall be entitled to an indemnity out of the assets of the Oakley Institute for all expenses and other liabilities incurred by them in the discharge of their respective duties.

8) Dissolution

The dissolution of the Oakley Institute shall follow clause 14 of the Deed.