

# The British Tapestry Group Constitution

## Change History

Version	Change
1.0	This Constitution replaces the 2005 Constitution and was adopted by The British Tapestry Group Members AGM on 12 September 2009
1.1	The proposal to change Section 11.1 to increase the Office Bearer's maximum term from 3 years to 5 years was approved by the British Tapestry Group Members AGM on 12 November 2011
1.2	The constitution has been updated to support email/postal voting for constitutional issues as agreed by the BTG members at the AGM on 13 September 2013. Changes to sections 6.1.2, 16.2 and 16.3 were agreed by the committee from the mandate given at the AGM.
1.3	Changes made to 15.1 and 15.2 to support the move to on-line banking, as agreed and approved at the AGM 24 November 2018.

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## **1. Name**

The name of the organisation shall be the British Tapestry Group (hereinafter referred to as the BTG).

## **2. Purpose/Vision**

The BTG exists to promote woven tapestry as a contemporary art form in the UK, by raising public awareness through professional exhibitions, networking, regional initiatives, training and development.

## **3. Powers**

In furtherance of the Purpose/Vision, but not otherwise, the BTG shall have the powers to:

- 3.1. Obtain, collect and receive monies and funds by means of contributions, donations, subscriptions, deeds of covenant, legacies, grants and any other lawful means.
- 3.2. Charge fees for goods or services produced or supplied by the BTG as and when the BTG considers it necessary and appropriate to do so in order to assist the financial viability of the BTG's operations, provided that such charging shall not be primarily for the purpose of making profit
- 3.3. Operate bank or building society accounts in the name of the BTG and to carry out all lawful transactions in respect of accounts.
- 3.4. Expend the funds of the BTG in such a manner as the BTG shall consider most beneficial for the achievement of the Purpose/Vision.
- 3.5. Employ and/or contract such staff, whether or not they be a member of the BTG or the Management Committee, as are necessary for the proper pursuit of the BTG's Purpose/Vision.
- 3.6. Pay reasonable and proper remuneration, as determined by the Management Committee, to those carrying out ad hoc, specific, or time limited tasks and responsibilities for BTG whether they be a member of BTG, or the Management Committee, or not, subject to the conditions detailed in clause 13.3; and to advertise to the membership of BTG all such time limited tasks and responsibilities where remuneration is to be made.
- 3.7. Provide, support or assist in the provision of exhibitions, meetings, conferences, seminars, lectures or other similar activities for the achievement of the Purpose/Vision provided that in so doing the BTG shall not undertake political campaigning.
- 3.8. Do all such other lawful things as are necessary for the achievement of the Purpose/Vision.

## 4. Membership

4.1. Full Membership shall be open to any individual practicing weaver who is interested in working with other members to achieve the Purpose/Vision of the BTG.

4.2. Associate Membership shall be open to:

4.2.1. any individual who supports the Purpose/Vision of the BTG but does not meet the criteria for full membership;

4.2.2. any group or organisation that supports the Purpose/Vision of the BTG provided a named individual is identified as their representative to receive communications.

4.3. No person or organisation shall be accepted to membership of the BTG until his or her application to join has been approved by the Management Committee. All applications for membership shall be in writing in a form determined by the Management Committee.

4.4. Any individual who is an employee of the BTG, who meets the membership criteria, shall be eligible to be a member (Full or Associate) of the BTG provided that they shall not:

4.4.1. be elected to serve on the Management Committee of the BTG;

4.4.2. nominate another member for election to the Management Committee;

4.4.3. participate in any election of members to the Management Committee;

4.4.4. put to a general meeting or vote on any resolution to remove a member of the Management Committee.

4.5. The Management Committee shall have the right to refuse or terminate membership of any person, group or organisation where it believes there are reasonable grounds for doing so, provided that any person, group or organisation whose membership is subject to refusal or termination under this clause shall have the right to be heard by the Management Committee before a final decision is made.

4.6. A person, group or organisation may resign her, his or its membership of the BTG at any time by giving written notice to the Management Committee. A member who resigns under this clause shall not be entitled to a refund of all, or any part, of any subscription fee paid in advance.

4.7. A member shall be deemed to have resigned if he, she or it has not paid any membership subscription charge within two months of it falling due (except in cases where the Management Committee has agreed to waive such a charge).

## **5. Membership Subscription**

5.1. Acceptance into membership (Full or Associate) of the BTG shall be subject to the payment of an annual subscription fee at a rate set by the Management Committee and agreed by a majority of those attending the AGM.

5.2. The BTG may authorise the Management Committee to adopt whatever methods it thinks most appropriate to collect payment of the subscription fee, and apply any reduction or waiver of any charge in cases where it thinks fit.

## **6. Rights and Votes of Members**

6.1. Full Members shall have the right to:

6.1.1. receive notice of General Meetings of the BTG and to attend, speak and vote at such meetings;

6.1.2. Vote on any proposals to change the constitution. If they are unable to attend in person they should apply for an email /postal voting form.

6.1.3. submit work to all BTG exhibitions, etc (actual and online), subject to exhibition criteria and selection;

6.1.4. take part in BTG events and activities (subject to conditions), and receive Newsletters and other communications.

6.2. Subject to the exception of clauses 9.3 and 6.3, all Full Members shall have one vote, which may only be exercised in person at general meetings.

6.3. No member of BTG may vote at a General Meeting unless all monies owed by her or him to BTG by way of subscription or other charge have been paid in full (unless the Management Committee has agreed to waive or reduce such charge).

6.4. Associate members shall have the right to:

6.4.1. receive notice of General Meetings of BTG, and to attend and speak at such meetings. For the avoidance of doubt, Associate Members may not vote at General Meetings;

6.4.2. take part in BTG events and activities such as conferences and workshops (subject to conditions), and receive Newsletters and other communications. For the avoidance of doubt, Associate Members do not have the right to exhibit in BTG exhibitions.

## **7. Exhibitions**

7.1. BTG may hold Full Member only exhibitions, or exhibitions open to Full members, Associates and/or non-members subject to conditions to be agreed by the Management Committee.

## **8. General Meetings**

8.1. The BTG shall hold an Annual General Meeting in each calendar year, provided that not more than eighteen months shall elapse between one Annual General Meeting and the next, and all business that is normally the subject of an Annual General Meeting shall be conducted.

8.2. At least twenty one days' written notice of an Annual General Meeting, specifying the meeting as such, shall be given to all members of BTG.

8.3. All other General Meetings of BTG shall be called Extraordinary General Meetings (EGM). The Management Committee may call an EGM at any time. If the greater of 15 Full members or 10% of the paid up membership request such a meeting in writing, stating the nature of the business to be discussed, the Secretary shall call an EGM, giving at least twenty one days' notice to all members.

## **9. Proceedings at General Meetings**

9.1. No business shall be conducted at a General Meeting of the BTG unless a quorum is present. The quorum at General Meetings shall be the greater of 15 Full members or 10% of the paid up Full membership as at the date of notice of the meeting.

9.2. The Chairperson shall preside over General Meetings of the BTG. In the absence of the Chairperson, the Management Committee shall choose another of their number to preside over the meeting.

9.3. Except where this constitution requires otherwise, all business at General Meetings shall be decided by a simple majority of votes. In the event of an equality of votes the Chairperson, or whoever is presiding over the meeting, shall have a casting or second vote.

## **10. Management Committee**

10.1. The business of the BTG shall be managed and administered by a Management Committee, comprising Full Members only.

10.2. The Management Committee shall comprise:

10.2.1. a Chairperson, Treasurer and Secretary appointed or elected from the membership at the AGM (and in this Constitution referred to as the Office Bearers).

10.2.2. a minimum of 5 and a maximum of 12 additional members appointed or elected from the membership at the AGM (and in this Constitution referred to as Committee Members). Committee Members may be allocated specific roles/responsibilities.

## **11. Management Committee Nomination, Appointment and Retiral of Members**

At the conclusion of each AGM all Office Bearers shall resign from office but he or she shall be eligible to be re-elected provided that they have not held the same office for more than five consecutive years, and provided they continue to be a member of the BTG. On the completion of five consecutive years one further year must elapse before any former Office Bearer shall be eligible for re-election to the same office.

11.1. At the conclusion of each AGM all Committee Members shall retire from office, but shall be eligible for re-election without limit to the number of consecutive terms they may hold, provided they continue to be members of the BTG.

11.2. The notice of each AGM shall be accompanied by an invitation to all Full Members aged 18 (eighteen) or over to nominate themselves or another Full Member aged 18 (eighteen) or over for appointment as an Office Bearer or Committee Member. Such nominations may be made:

11.2.1. in writing in advance of the AGM;

11.2.2. in person, at the AGM.

11.3. Nominations made on behalf of another Full Member must include an indication of their willingness to be appointed to the Management Committee.

11.4. No employee of the BTG may be nominated or appointed to the Management Committee.

11.5. The Management Committee may appoint any Full Member aged 18 (eighteen) or over to fill any vacancy among its number that arises between one Annual General Meeting and the next, including any vacancy for an Office Bearer. Anyone appointed to the Management Committee in this way shall only hold office until the conclusion of the next AGM at which time he or she shall retire but shall be eligible for election to the Management Committee in the usual way.

11.6. The Management Committee shall have the power to bring in people, who may or may not be members, in an advisory capacity to assist with the furtherance of the Purpose/Vision of the BTG. Advisors to the Management Committee shall not have a vote on any decisions made by the Management Committee.

## **12. Removal and Disqualification of Management Committee Members**

12.1. A member of the Management Committee (whether Committee Member or Office Bearer) shall cease to hold office if she or he:

12.1.1. is disqualified from being a charity trustee by virtue of section 69 of the Charities and Trustee Investment (Scotland) Act 2005 or from acting in

the management of a charity by virtue of section 7 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1990);

12.1.2. becomes an employee of the BTG;

12.1.3. resigns his or her office by written notice to the Management Committee (but only if at least three Management Committee members remain in office when the resignation takes effect);

12.1.4. is absent without reasonable grounds, in the opinion of the other members of the Management Committee, for a period of more than three consecutive meetings of the Management Committee and the remaining members agree to remove her or him from office.

12.1.5. becomes unable, for any reason, of managing his or her own affairs and such condition is expected to persist for at least six months.

### **13. Management of Committee Members' Interests**

13.1. Subject to the exceptions of clauses 13.2 and 13.3 no member of the Management Committee shall hold or gain any interest in property belonging to the BTG, or receive any payment from the BTG in respect of her or his position as a member of the Management Committee or as an Office Bearer.

13.2. A member of the Management Committee may be paid all reasonable travel, subsistence and other out-of-pocket expenses incurred by her or him in connection with the discharge of her or his duties.

13.3. An appropriate fee for undertaking ad hoc, specific time limited tasks and responsibilities over and above an individual Management Committee member's voluntary activities undertaken on behalf of the BTG, may be paid at a reasonable rate agreed by the Management Committee in advance, provided that:

13.3.1. any such task is advertised to the BTG membership;

13.3.2. any payment to be received by any Management Committee member is, in the opinion of the other Management Committee members, reasonable in the circumstances;

13.3.3. at no time shall a majority of the Management Committee members benefit under this provision;

13.3.4. a Management Committee member shall withdraw from any meeting at which her or his payment is under discussion;

13.3.5. the maximum amount of the remuneration to be received by any Management Committee member is set out in a written agreement.

13.4. The conditions detailed above in clause 13.3 will also apply in the case of any payments made to an individual or firm with close connections to any member of the Management Committee.



## **14. Proceedings at Management Committee Meetings**

- 14.1. The Management Committee shall meet not fewer than 2 times a year.
- 14.2. No business shall be conducted at a meeting of the Management Committee unless a quorum is present. There shall be a quorum at Management Committee meetings when at least 5 (five) Management Committee members are present, at least one of whom must be an office bearer.
- 14.3. All business at meetings of the Management Committee shall be decided either by general agreement or by a majority vote. All members of the Management Committee shall have one vote, but if the votes are equal the Chairperson, or whoever is presiding over the meeting, shall have a casting or second vote.
- 14.4. Except as specifically provided for in this Constitution, the Management Committee may regulate the proceedings of its meetings as it thinks fit.

## **15. Finances**

- 15.1. The BTG shall operate bank or building society accounts in the name of the BTG and all money belonging to the BTG shall be paid into the accounts. The accounts may include internet or on-line accounts.
- 15.2. Any cheques over £250 drawn on the account must be signed by at least two signatories who have been authorised by the Management Committee to do so. Any electronic transfer of money over £250 needs to be approved (by email or other written form) by another Office Bearer or two committee members. A record of this approval shall be kept by the Treasurer as part of the accounts.
- 15.3. The Treasurer shall be responsible, on behalf of the BTG, for maintaining correct books of accounts, and for preparing and presenting statements of account to general meetings of the BTG.
- 15.4. The books and financial statement shall be examined or audited by a competent and independent person or body appointed by the members at the Annual General Meeting.
- 15.5. The BTG shall use all best endeavours to comply with the conditions of any funding body from which it receives a grant or other form of payment and shall prepare financial statements, reports and evidence of expenditure as required.

## **16. Alterations to the Constitution**

- 16.1. Any proposal to alter this constitution must be approved by the majority of the Management Committee or be supported in writing by twenty Full members or ten percent of the paid up membership, whichever is the greater.
- 16.2. Any proposed amendments to this Constitution must be submitted to the Secretary at least 56 days (8 weeks) prior to a properly convened General Meeting.

16.3. Any proposal to alter this Constitution must be approved by at least three quarters of the votes cast at a properly convened and quorate General Meeting of the BTG. The vote count includes any Email/postal votes received 14 days before the General Meeting on the official email/postal voting form.

## **17. Dissolution**

17.1. If the Management Committee decides at anytime that on the grounds of expense or otherwise it is necessary or advisable to dissolve the BTG, or fifteen Full members or ten percent of the paid up Full membership, whichever is the greater, request in writing the dissolution of the BTG the Secretary shall call an Extraordinary General Meeting.

17.2. The BTG may be dissolved by a resolution passed at a properly convened and quorate General Meeting of the BTG called specifically for the purpose at which not less than three quarters of those present and voting in favour.

17.3. In the event of dissolution of the BTG being agreed, any assets of the BTG remaining after settlement of all proper debts and liabilities shall be transferred or donated to another organisation having similar Purpose/Vision to those of the BTG or, if this is not possible, shall be applied to some other charitable purpose.