

It is recommended that a separate, non-charitable trading company should be used for the purpose and specialist legal or accountancy advice sought.

- 3.7 This clause enables the **committee** to allocate funds for particular purposes, or as reserves.

It is good practice for an **association** to maintain reserves to cover planned expenditure and to meet the kind of expenditure which may be required at short notice. But reserves shouldn't be built up without an agreed **committee** decision, or be excessive in relation to the amount known or reasonably estimated to be required. Funds raised must be spent achieving the association's **objects** (purpose) in a timely way.

- 3.9 The **association** should ensure that it has adequate insurance in place for all of its activities. Full membership of PTA UK automatically provides public liability and personal accident insurance to cover association meetings, activities, and the **committee members/trustees**.
- 3.10 This clause covers employees, independent contractors and volunteers. Care should always be taken by a charity wishing to employ someone, even part-time but special care is required if it is proposed to employ a **committee member/trustee**. (See clause 9.2 and 9.3. Further guidance is also available from the Charity Commission.)
- 3.11 An example of being contracted to provide a service to or on behalf of other bodies is where a PTA runs an after-school club on behalf of the school.
- 3.14 When consulting parents on their views, **committee members/trustees** should do so at their discretion and make final decisions according to their own judgement.
- 3.16 This 'blanket provision' is intended to cover any other power not specifically mentioned. The association is still restricted to undertaking activities to achieve the **objects** (charitable purpose).

4. MEMBERSHIP

- 4.1 The membership will vary according to the type of association as set out in this clause.
- 4.2.3 It is unusual for a member of a charity to be removed from membership, but if this happens it must only be done for good reason, e.g., because the member's presence represents a danger to the school or its pupils.

Under the rules of Natural Justice, the member concerned must be given an opportunity to state his or her case before a final decision is taken and any decision to remove a member must be justifiable.

Like any other **committee** decision this will be made by a simple majority of the votes cast at the meeting (see clause 7.4). It is recommended that any such decision be recorded in the minutes of the **committee** meeting.

If you remove a member who is also a **committee member/trustee**, they are automatically removed from the committee under clause 6.7.4. However, removal as a **committee member/trustee** does not automatically mean that the individual is also removed as a member. If you want to remove someone who is no longer a **committee member/trustee** from membership of the charity as well, you will have to use the provision in 4.2.

5. GENERAL MEETINGS

A **General Meeting** is a formal gathering of the members. These can either be **Annual or Extraordinary** (AGM or EGM).

- 3.9 To take out public liability and personal accident insurance to cover association meetings, activities, **committee members/trustees**, to insure the association's property against any foreseeable risk and take out other insurance policies to protect the association where required
- 3.10 To employ paid or unpaid agents, staff or advisers
- 3.11 To enter into contracts to provide services to or on behalf of other bodies
- 3.12 To pay the costs of forming the association
- 3.13 To obtain and pay for goods and services as are necessary for carrying out the work of the charity
- 3.14 To consult parents on their views
- 3.15 To open and operate bank and other accounts as the **committee members/trustees** consider necessary
- 3.16 To do anything else within the law that promotes the **objects** BUT the **committee** shall not undertake any activity in the school premises without the consent of the headteacher.

4. MEMBERSHIP

Members of the **association** are:

- 4.1 In a Parents Association, the parents, guardians or carers of any pupil currently attending the school or in a Parent Teacher Association, Parent Staff or Home-School Association as detailed above plus teaching and non-teaching staff currently employed by the school or in any other **association**, for example a Friends group, those described above and any person over the age of 18 wishing to offer appropriate support or help to the school and who is accepted by the **committee** as a member.
- 4.2 **Membership** is terminated if:
- 4.2.1 the **member** dies
- 4.2.2 the **member** resigns by written notice to the **association**
- 4.2.3 the **committee members/trustees** may for good reason, regardless of whether or not this is at the request of the governing body or the headteacher, exclude any person from membership or from attending an event whose presence at or support of the school is deemed a danger to the school or its pupils or staff or might bring the association into disrepute. Removal is not effective until the member concerned has been notified in writing of the proposal and his/her right to respond within 14 clear days, and the matter has been considered in light of any representations made.

5. GENERAL MEETINGS (ANNUAL AND EXTRAORDINARY)

- 5.1 All **members** are entitled to attend any **General meeting** of the **association**.
- 5.2 All **General Meetings** are called by giving 21 clear days written notice of the meeting to the **members**. The notice should specify the date, time and location of the **General Meeting** as well as give an overview of the agenda.
- 5.3 There is a quorum at a **General Meeting** when the total number of **members** present (including **committee members/trustees**) is at least twice the number of **committee members/trustees** in office at the start of the meeting. The only exception would be at a **General Meeting** where the association is being dissolved: please see clause 13.