

February 1995

CAMBRIDGE RAYNET ASSOCIATION CONSTITUTION

1. NAME

The Association shall be known as Cambridge Raynet hereinafter called the Group.

2. OBJECTS

The Group shall be established to support the Radio Amateurs' Emergency Network to relieve distress and suffering resulting from emergencies and disasters and by providing communication services of benefit to the community for use during or in anticipation of but not limited to such emergencies and disasters or in efforts to prevent or mitigate the effects of them and to assist in rescuing those affected or in danger of being affected by them: and in furtherance of the foregoing object to co-operate with and provide assistance to other organisations, to Government, Local Authority, Police, Fire and other public or voluntary services, bodies, institutions, authorities or agencies (whether local, regional, national or international) when they are engaged or when contemplating engagement in activities consistent with the above object.

3. POWERS: In furtherance of the foregoing objects but not further or otherwise the Group shall have the following powers:

- a) to provide, retain, co-ordinate and maintain emergency communications by radio, telephone, telex, or other systems and to co-operate with other persons and organisations or any international central local or other public authority similarly occupied.
- b) to purchase take on lease or in exchange hire or otherwise acquire and hold any real or personal estate of any kind necessary or convenient for the purposes of or in connection with the Group's business or any branch or department thereof and (subject to such consent as may be required by law) to sell lease or otherwise dispose of or mortgage any such real or personal estate.
- c) to erect construct lay down alter and maintain such buildings work plants and machinery necessary or convenient for the Group's business and to contribute to or subsidise the erection construction and maintenance of any of the same.
- d) to borrow or raise or secure the payment of money for the purposes of or in connection with the objects of the Group on such terms (with any necessary consents) and on such security as may be thought fit and whether by the issue of debenture or debenture stock or otherwise.
- e) to co-operate sub-contract or enter into any arrangement of any kind with any of the organisations or bodies named or referred to in in the preamble to this clause or any central local other public authority or any other body or person whenever it appears to the Group that such co-operation or agreement is likely to assist promote or make more effective any of the work of the Group and may in like manner co-ordinate the activities of the Group with those of any such authority or person.
- f) to foster and undertake research into any aspects of the objects of the Group and its work and to disseminate the results of any such research.
- g) to accept subscriptions donations devise bequests and to issue appeals hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Group in the shape of donations subscriptions or otherwise provided that the Group shall not undertake any permanent trading activities in raising funds for its charitable objects.
- h) to take and accept any gift of money property or other assets whether subject to any special trust or not for any purposes of the Group.
- i) to draw make accept endorse discount execute and issue promissory note bills and cheques and other instruments and operate banking accounts.

- j) to invest the moneys of the Group not immediately required for its purposes in or upon such stocks funds securities or other investments in any part of the world as it shall in its absolute discretion think fit.
- k) to make any donations in cash or assets or establish or support aid in the establishment or support of or contribute or lend money with or without security to or for any charitable institution corporation fund trusts of purposes having or including purposes similar to the objects of the Group.
- l) to cause to be written and printed or otherwise reproduced and circulated free or otherwise magazines leaflets books or other documents or films, recorded tapes or any appropriate media.
- m) to cause to be produced and made available such materials, equipment, tools, clothing, supplies and other items as will assist the Group's officers, servants, voluntary workers or members to further the objects of the Group.
- n) to hold exhibitions, meetings, lectures, classes, seminars and courses either alone or with others.
- o) to establish and maintain an information network in any suitable form and computerised data and a directory of persons and other resources available for the promotion of the objects of the Group.
- p) to undertake and execute charitable trusts.
- q) to insure and arrange insurance cover for and to indemnify any persons defined in m) above from and against all such risks incurred in the course of the performance of their duties as may be thought fit.
- r) to amalgamate with any company institution society or association which shall be charitable at law and have objects altogether or mainly similar to those of the Group and to prohibit the distribution of profit or assets amongst its members.
- s) to pay out of the funds of the Group any proper costs charges and expenses of and incidental to the formation and registration of the Group.
- t) to do all such other lawful and charitable things as will further the objects of the Group

4. MEMBERSHIP

- a) Subject to the payment of any authorised subscription and acceptance by the Committee, membership shall be open to any person over the age of 14.
- b) Members shall be registered with and as required by the Radio Amateurs' Emergency Network or as decided at a General Meeting.
- c) The Management Committee defined below shall have the power to refuse admission to any person.
- d) The Management Committee may require the return of any subscription accepted from an applicant subsequently not admitted.
- e) The Management Committee may suspend or terminate the membership of any individual for just and substantial reason. The member concerned has the right to be heard by the Committee before a final decision is made.
- f) A member may resign from the Group at any time by giving notice to any member of the Management Committee.
- g) All appointments held by a member lapse upon expiry of membership.
- h) The individual shall discharge all his or her obligations including the return of all Group property on cessation of membership for any reason.
- i) When on operational duties. the member shall comply with all reasonable and proper instructions issued by the Group Controller or by the person delegated by the Group Controller to control that operation.

- j) At all times whilst on Group business members are required:
- i) to act lawfully and within the terms of any radio licences that they may hold
 - ii) to act in a safe manner to themselves and others
 - iii) not to use violent or aggressive or grossly discourteous behaviour
 - iv) not to act maliciously, deliberately or imprudently so as to cause any organisation or individual who is not a member of the Group to broadcast or form a denigratory or misleading opinion of the Group, its activities or any of its members.

5. OFFICERS AND COMMITTEE

- a) Management and administration of the Group shall be the responsibility of the Group Committee consisting of five registered members of the Group over the age of 18 elected by the currently registered members present and voting at the Annual General Meeting, as follows:
- i) The Chairman who shall preside at all meetings at which he/she is present and shall hold the post of Group Controller. Unless a relevant motion has been passed at a General Meeting the Group Controller may vote as he/she deems fit at any County, Regional, Zonal or National meetings to which the member belongs. The Group Controller shall be responsible for the registration of members and may appoint an existing Committee Member to be the Membership Officer.
 - ii) The Vice-Chairman who shall act for the Chairman in his/her absence and shall hold the post of deputy Group Controller.
 - iii) The Secretary who shall be responsible for keeping the minutes of all meetings of the Group and ensuring that all correspondence is correctly handled.
 - iv) The Treasurer who shall be responsible for keeping proper account of the funds of the Group, advising the Committee on all financial matters, preparing the accounts for audit and presenting them at the Annual General Meeting, and for the safe custody of all Group assets.
 - v) One other member.
- b) Management Committee members shall each have one vote at Committee meetings.
- c) The Management Committee shall have the power to co-opt up to two further members from the Group. Co-opted members shall not have any voting rights on the Committee.
- d) The management Committee may appoint an existing Committee member to co-ordinate events.
- e) No individual shall hold more than two posts.
- f) The quorum for Management Committee meetings shall be three.
- g) In the absence of a quorum business may be discussed but any decisions taken must be ratified at the first meeting at which a quorum is present.
- h) All Management Committee members shall serve until the conclusion of the next Annual General Meeting of the Group or by giving written notice of resignation to the Chairman or Secretary of the Group.
- i) In the event of a vacancy occurring the Management Committee may appoint such interim officers or members as may be found necessary to serve until the next Annual General Meeting provided that no fewer than three of the remaining Committee members were elected at a General Meeting. If the number of elected Committee members falls below three a General Meeting must be held at the earliest opportunity to ensure that the Committee has at least three elected members.

j) Any member of the Management Committee may be removed by the decision of a meeting of the Group. Notwithstanding this provision the Management Committee shall have the right to require the resignation of any officer or Committee member in breach of the requirements of Group Membership stated in Section 4 or when such course is desirable in the interests of the Group. An appeal lodged in writing within 14 days shall be heard at an Extraordinary General Meeting of the Group within two months of being received by the Chairman or Secretary.

k) Upon ceasing to serve on the Management Committee for any reason an officer or member shall pass all documentation and other items associated with the post to a member of the Committee.

6. ANNUAL GENERAL MEETINGS

a) The Annual General Meeting shall be held each February, normally on the third Thursday. At least twenty-one days' notice shall be given to each member in writing.

b) The quorum shall be the smaller of one half the membership or 8 members.

c) The business shall include:

- minutes of the last Annual General Meeting and of any Extraordinary General Meetings held since the immediately preceding Annual General Meeting.
- Chairman's Report
- Treasurers Report
- consideration of the audited statement of the accounts for the last financial year.
- election of officers and other Management Committee members, if any.
- appointment of an appropriately qualified auditor or auditors for the next financial year.

- transaction of such other matters as may from time to time be necessary.

d) Nominations for Committee members may only be made by current members of the Group and will only be valid if confirmed by the nominee at the meeting or previously in writing.

7. EXTRAORDINARY GENERAL MEETINGS

a) An Extraordinary General Meeting may be convened by the Committee or on requisition to the Secretary stating the business for which the Extraordinary General Meeting is required and signed by at least one third of the current membership of the Group able to vote at a General Meeting,

b) Notice given and quorum required shall be the same as for an Annual General Meeting.

c) The business of the Extraordinary General Meeting shall be that for which it is called and no other.

8. VOTING AT MEETINGS

a) Each currently registered member of the Group shall be entitled to one vote

b) Questions arising at any meeting shall be determined by a simple majority of those present. Voting shall normally be by show of hands. If a secret ballot is called for or deemed appropriate by the chairman of the meeting, ballot papers shall only be issued to those present and entitled to vote.

d) The chairman may vote and in the event of a tie shall have a second or casting vote.

9. FINANCE

a) The Management Committee shall authorise the Treasurer and up to two other members of the Committee to sign cheques on behalf of the Group in the name of Cambridge Raynet Association.

- b) All cheques issued for an amount greater than a limit fixed at a Committee Meeting must be signed by at least two of the authorised signatories.
- c) The accounts shall be audited at least once a year.

10. SUBSCRIPTIONS

- a) The membership year shall be from 1st January to 31st December and any subscription shall be fixed at an Annual General Meeting of the Group.
- b) The Management Committee shall have the power to waive or reduce subscriptions either generally or specifically as they see fit.
- c) Any member whose subscription has not been renewed within three calendar months of the Annual General Meeting shall be deemed to have resigned.

11. TRUST PROPERTY

The title to all real or personal property which may be acquired by or on behalf of the Group shall be vested in such person or persons as the Management Committee shall decide from time to time.

12. ALTERATIONS

The Group's Constitution and Rules shall be adopted only at a General Meeting and any notice of alteration shall have been received by the Secretary in writing not less than 28 clear days before the meeting at which the alteration is to be proposed.

13. NOTICES

- a) A notice may be served by any member of the Management Committee acting on behalf of the Group on any member personally or by sending it through the post in a prepaid letter addressed to such member at the address registered with the Group and any letter so sent shall be deemed to have been received within three days of posting.
- b) The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, a person entitled to receive notice shall not invalidate the proceedings at that meeting.
- c) If a member is present at a meeting it shall be deemed that proper notice had been received by that individual.

14. DISSOLUTION

- a) The decision to wind-up the Group may only be taken at an Extraordinary General Meeting. In the event of there not being a quorum within 30 minutes of the time stated for the start of the Extraordinary General Meeting, the Officers shall have the power to wind-up the Group.
- b) In the event of the decision to wind-up the Group, the Officers shall have the power to dispose of any assets held by or on behalf of the Group as they see fit.
- c) Any assets remaining after the satisfaction of any proper debts and liabilities shall be given or transferred to such other charitable institution or institutions having objects similar to the Group as the Officers may determine.