GOVERNANCE GUIDANCE

It is a requirement that all organisations who wish to register with Education Authority Youth Service as a Local or Regional Voluntary Youth Organisation provide their Governing documentation. This may be a constitution for an association, a trust deed for a trust, or articles of association for a company.

If you are registered with the Charity Commission, CIC Regulator and/or HMRC, you will be required to provide your organisation's reference/registration number and ensure the Organisation Name does not differ on your Education Authority registration form. You will also be required to submit a copy of your governing document however this will not be assessed as part of the registration process.

If you are not registered with the Charity Commission, CIC Regulator and/or HMRC, your governing document will be subject to assessment. The guidance below outlines what should be contained in your governing document, and this will act as assessment criteria for any organisation who is not registered with the Charity Commission, CIC Regulator and/or HMRC. For convenience, the table is populated as an overview with clear focus on the most common type of registered group, unincorporated associations. All variations are then shown in the respective columns.

COMPANY LIMITED BY GUARANTEE

Name of the Organisation
Clearly State the Name of Your Organisation

Objects and/or Purpose
This clause expresses the aims of the organisation. It is important that these are written in such a way as to cover everything you may want to do as your organisation develops.
When writing the objects of a charity, particular care is required to make sure the objects are exclusively charitable in law. If the objects include a mixture of charitable and non-charitable objects, the organisation cannot be a charity. If an organisation wants to be non-charitable, then there is more flexibility about the wording of the objects. Nevertheless, care should be taken to make sure that the objects are accurate.

Powers and/or Carryout Purpose
This clause usually follows the objects and it sets out the things a particular organisation is permitted to do in order to pursue its objects.

Membership
This clause describes what type of individual or organisation will be eligible to apply for membership of the organisation. It may set out a variety of different types of membership (e.g. individual membership, full membership, associate membership, group membership). It should also make provisions for termination of membership.

Management
This clause describes how the organisation will be managed, e.g. by a board of directors elected by and from the members of the association, or by representatives appointed by the member organisations. It should state how and when they may be elected, the maximum number of co-opted members, the minimum number of times the committee/board should meet in a year, and what a quorum for meetings will be. If it is the intention of the organisation at some stage to appoint sub-committees, reference to this should be included.

Ordinary/Special Meetings
This clause should detail:
a. The chairing of meetings
b. Voting and decision making
c. Quorum
d. Who is responsible for keeping minutes of all meetings
This clause should make provision for extraordinary or special meetings – these may be called when some special business has to be considered.

COMPANY LIMITED BY GUARANTEE

AGM
This clause states when the Annual General Meeting will be held and what business is to be transacted at it, which should always include:
a. Receiving from the committee/board an annual report and statement of accounts
b. Electing a committee/board
Appointing an auditor or an independent examiner for the coming year.

Finance or Money
This clause should state that funds of the organisation can only be used to further the objects and for no other purpose.
This clause should also state if the accounts of the company are to be audited or independently examined.
Please note; to register with and receive funding from Education Authority Youth Service the bank account name must be the same as the organisation name.

Dissolution/Winding up
This states what happens if the organisation decides to wind up, in particular, what will be done with any funds remaining after all liabilities have been met. A charitable company which is dissolved is required to ensure charity assets remain in the charity sector. Any remaining assets are to be transferred to another organisation to be used for the same charitable purposes.

Signed
The document must contain a signature(s) to confirm the adoption of the memorandum and articles.

Dated
The document must be dated and the signature(s) must be dated when signed.