

Rules and Constitution of

Plastic Free Guernsey

Approved by the Members on 31 July 2018

Constitution of Plastic Free Guernsey

The people named below wish to form a Not For Profit Charitable Association known as "Plastic Free Guernsey" and agree for that Association to be regulated by the constitution contained in this document.

These persons shall be the Committee of the Association Plastic Free Guernsey until the first annual general meeting.

Name of Member	Address of each Member
Helen Young	Suchet, Rue de la Hougue, Castel, Guernsey GY5 7EB
Laura Havard	Cabanon, Croutes Havilland, St Peter Port, Guernsey GY1 1ET
Dee Stonebridge	Croute Becrel Cottage, Croute Becrel, Vale, Guernsey GY3 5HY
Madeleine Eve Norman	39 Domaine de Beauport, Hauteville, St Peter Port, Guernsey GY1 1OL
Corin Kate Miller-Helyar	Le Douit Farm, Rue du Douit, Castel, Guernsey GY5 7JX

Dated: 31 July 2018

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Rules of
PLASTIC FREE GUERNSEY

of
Cabanon, Croutes Havilland, St Peter Port, Guernsey GY1 1ET
(the " Association")

1. Definitions

These definitions apply unless the context requires a different interpretation:

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|-----------------------------------|---|
| "Accounting Year" | means the year ending 31 st December, the date to which the accounts of the Association will be prepared. |
| "AGM" | means the Annual General Meeting of the Association. |
| "Committee" | means the committee or board consisting of Officers and Members elected / nominated to operate and manage the Association. |
| "Confidential Information" | means all information about the Association and the Members but does not include information that it is reasonably necessary to disclose to a person in the usual course of dealing so far as that information is disclosed in those circumstances. It includes among other things: information about members, their personal contact information and businesses, the Association's future plans and policies. It includes information about the Intellectual Property. |
| "EGM" | means an Extraordinary General Meeting of the Association and includes any meeting other than an AGM. |
| "Intellectual Property" | means intellectual property of every sort, whether or not registered or registrable in any country, including intellectual property of all kinds coming into existence after today; and including, among others, patents, trademarks, unregistered marks, designs, copyrights, software, domain names, discoveries, creations and inventions. |
| "Member" | means any person who has paid for Membership of the Association. |

"Membership"	means membership of the Association as set out in the Rules.
"Officer(s)"	means the holder of any titled office of the Association.
"Rules"	means the rules of the Association as set out in this constitution document as amended from time to time.

2. Name of the Club

The name of the Association is "Plastic Free Guernsey".

3. Main objects

- 3.1. The objects of the Association are to be conducted exclusively for the not for profit purposes of improving the environment in Guernsey by reducing the use of plastic including:
 - 3.1.1 promoting a reduction of consumer plastics and particularly single use plastics within the island of Guernsey;
 - 3.1.2 educating members of the Guernsey public as to the effect of plastics on the local environment;
 - 3.1.3 discussing with local businesses how they might reduce the use of plastics in their working environment; and
 - 3.1.4 promoting recycling of plastic and single use products.
- 3.2. In furtherance of the Objects, but not otherwise, the Association shall have the power:
 - 3.2.1 to raise funds by way of subscription, donation or otherwise;
 - 3.2.2 to purchase, take on lease or in exchange, hire or otherwise acquire any personal estate which may appear convenient;
 - 3.2.3 to accept any gift of property (save for real property), whether subject to any special trust or not, for any purpose within the principal objects;
 - 3.2.4 to take such steps by personal or written appeals, public meetings or otherwise as may be expedient for the purpose of procuring contributions to the funds of the Association;
 - 3.2.5 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts in the name of the Association;

- 3.2.6 to co-operate with other authorities, bodies companies or persons (whether public or private) for purposes calculated to attain the Objects;
- 3.2.7 to take such steps as may seem expedient for the purpose of making the people of the Bailiwick of Guernsey aware of the aims, objects and activities of the Association or for procuring contributions to the funds of the Association;
- 3.2.8 to promote, carry out or commission research, to provide advice and to print, publish or distribute information, books, leaflets and periodicals;
- 3.2.9 to employ or engage (paid or unpaid) such agents, advisors or staff (not being an officer) as are necessary for the proper pursuit of the Objects and to pay pensions and superannuation to staff and their dependants;
- 3.2.10 to enter into contracts, agreements and arrangements with any person for the carrying out by such person on behalf of the Association of any of the Objects;
- 3.2.11 to remunerate any person rendering services to the Association whether by cash payment or otherwise as may be thought expedient;
- 3.2.12 to sell, lease, mortgage or otherwise deal with all or any part of the property of the Association;
- 3.2.13 to borrow and raise money and secure its repayment in any manner and to give guarantees;
- 3.2.14 to invest the funds of the Association in or upon such investments, securities or property as may be thought fit;
- 3.2.15 to subscribe to any local or other charities and make grants to individuals and to give donations for any public purpose;
- 3.2.16 to establish and support, and to aid in the establishment and support of, any other association formed to promote all or any of the Objects;
- 3.2.17 to amalgamate with any companies, institutions, societies or associations having objects wholly or in part similar to those of the Association;
- 3.2.18 to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of anybody with which the Association is authorised to amalgamate;
- 3.2.19 to transfer all or any part of the property, assets, liabilities and engagements of the Association to anybody with which the Association is authorised to amalgamate;
- 3.2.20 to establish subsidiary companies or acquire an interest in any firm or Association or enter into a partnership or into any agreements for sharing profits or for co-operation or for mutual assistance;

- 3.2.21 to pay out of the funds of the Association the costs, charges and expenses of and incidental to the formation and registration for the Association;
 - 3.2.22 to insure the property of the Association against any foreseeable risk and to take out other insurance policies to protect the Association as the members think fit;
 - 3.2.23 to provide indemnity insurance to cover the liability of the members; and
 - 3.2.24 to carry on any trade or business which is calculated to facilitate or is conducive or incidental to the attainment of the Objects (or any of them); and
 - 3.2.25 to do all such lawful things as may be deemed incidental or conducive to the attainment of the Objects (or any of them).
- 3.3. None of the powers in clause 3 shall be restrictively construed but the widest interpretation shall be given to each of such powers, and none of these powers shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other power or powers, or by reference to or inference from the name of the Association.
- 3.4. The income and property of the Association shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Association, and no member shall be appointed to any office of the Association paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Association save out of pocket expenses properly incurred when acting on behalf of the Association.

4. Membership

- 4.1. Any legal person or natural person who is not less than 18 years of age and resident in the Bailiwick of Guernsey is eligible for Membership at the invitation of an officer of the Association.
- 4.2. It is a condition of Membership that a Member shall at all times comply with the Rules of the Association and promote the interests and objects of the Association.
- 4.3. A Member cannot transfer Membership to any other person.
- 4.4. Any person may join the Association by approval of the Committee and confirming that he/she will comply with these Rules.
- 4.5. The Committee reserves the right to reject or accept the application for membership of the Association.

5. Subscriptions

- 5.1. Payment for Membership is a one-off (£1.00) and non-refundable.
- 5.2. On joining, a subscription is not payable pro rata.

6. Resignation, suspension and expulsion

- 6.1. A Member may resign from the Association by informing the Secretary in writing of his intention to do so. His resignation will take effect immediately.
- 6.2. The Committee has the power to:
 - 6.2.1 suspend (for a period not exceeding twelve months); or
 - 6.2.2 expel

any Member who infringes any of these Rules or whose conduct, (in the Committee's opinion) is harmful to the good name of the Association or renders him unfit for Membership.

- 6.3. No Member shall be suspended or expelled without first being given the full opportunity of being heard and to defend himself before the Committee.
- 6.4. Suspension or expulsion shall not be permitted without a vote of at least 60% of the members of the Committee.
- 6.5. A suspended member shall not be elected as an Officer nor be entitled to vote at any meeting.
- 6.6. If a Member chooses to resign or is suspended or expelled in accordance with this paragraph, no part of his subscription shall be refundable.
- 6.7. Expulsion shall be permanent.

7. Confidentiality

- 7.1. Each Member agrees and undertakes that he will:
 - 7.1.1 not remove from Association's premises or copy or allow anyone else to copy from any document, computer disk, tape or other tangible item which contains any Confidential Information except as may be necessary in the course of his work for the Association;
 - 7.1.2 in respect of any part of the Confidential Information of the Association from today until the expiry of five years from the termination of Membership, keep it secret and not divulge or make it known to anyone nor use it for the benefit of himself or any other person.
- 7.2. This paragraph does not apply to disclosure:

- 7.2.1 made with the consent of the Officers of the or under the authority of the Committee or by order of the court.
- 7.2.2 of information or knowledge which comes into the public domain otherwise than as a result of his default.
- 7.2.3 as may be necessary in the course of his work for the Association.

8. Appointment and removal of Officers

- 8.1. The Officers shall be:
 - 8.1.1 Chairman
 - 8.1.2 Vice Chairman
 - 8.1.3 Secretary
 - 8.1.4 Treasurer
- 8.2. Office holders shall hold office for three years, two fifths of their number retiring each year (but shall be eligible for re-election subject to 8.3).
- 8.3. No office holder shall hold office for longer than 6 years without a break of at least one year unless approved by the Members in general meeting.
- 8.4. Each office holder shall be appointed and removed by a vote of the Members.

9. Management of the Association

- 9.1. The Committee shall manage the Association.
- 9.2. The Committee shall comprise up to 10 members, including all of the officers.
- 9.3. The initial members of the Committee will be:
 - Helen Young
 - Laura Havard
 - Dee Stonebridge
 - Madeleine Norman
 - Kate Miller-Helyar
- 9.4. At each AGM two fifths of members of the Committee shall retire and new members shall be appointed. A retiring member may apply for re-election.
- 9.5. Any Member may be a Committee member, nominate a member (including himself) and may vote to appoint a Committee member.

- 9.6. To nominate a Committee member, a Member shall write to the Secretary to give the name of the Member he nominates. He must do so at least 28 days before a general meeting. The Committee shall present that nomination at the general meeting.
- 9.7. At the general meeting, three Members who are not members of the Committee shall accept the role of returning officer. A poll shall be taken on the appointment to the Committee of each nominated Member. The returning officers shall count the votes and declare the results without disclosing the outcome of any Member's vote. The Members polling the highest number of votes shall be appointed as Committee members. No Member shall vote for his own appointment.
- 9.8. A decision of the Committee on any of the following matters must be ratified by a vote of at least 80 % of the Members in general meeting to:
 - 9.8.1 change the Rules of the Association;
 - 9.8.2 change the constitution of the Association;
 - 9.8.3 buy any real property for the use of the Association;
 - 9.8.4 dissolve the Association;

10. Quorum for Committee meetings

- 10.1. The quorum for Committee meetings may be fixed from time to time by a decision of the Committee but shall not be less than three.
- 10.2. If the total number of members for the time being is less than the quorum required, the Committee must not take any decision other than a decision to adjourn the meeting.

11. Powers of Committee

The Committee's powers shall include, but not be limited to:

- 11.1. filling any vacancy on the Committee from among Members until the next AGM;
- 11.2. appointing such sub-committees as they believe necessary. Any sub-committee so appointed shall be accountable to the Committee.
- 11.3. employing or contracting staff to carry out activities of the Association;
- 11.4. opening and operating a bank account in the name of the Association;
- 11.5. managing the financial affairs of the Association;
- 11.6. taking any action to promote the objects of the Association

12. Annual General Meeting

- 12.1. The AGM of the Association shall be held in March each year for the purpose of:
 - 12.1.1 receiving the reports of the Committee and any sub-committees in relation to the Association's activities;
 - 12.1.2 receiving and if thought fit approving the accounts in respect of the preceding financial year;
 - 12.1.3 electing the Officers of the Association
 - 12.1.4 fixing the subscription charges for Membership, and
 - 12.1.5 dealing with any other general business of the Association.
- 12.2. Each Member shall be entitled to receive 21 days notice of an AGM.
- 12.3. The notice shall state the date, time and place of the meeting, and proposals to resolve the matters set out in this rule.
- 12.4. A Member may raise any matter at the AGM, provided that he has given 30 days notice to the Committee to that effect.

13. Extraordinary General Meetings

- 13.1. An EGM shall be convened by the Committee within 28 days of receipt by it of a direction by the majority of Officers or of a requisition signed by at least one fifth of the total Members of the Association.
- 13.2. No EGM shall take place without giving 5 days' notice of the meeting to the Members.
- 13.3. The notice shall state the date, time and place as well as the purpose of the meeting.

14. Quorum at meetings

- 14.1. The quorum for an AGM or an EGM may be fixed from time to time by the Members, except that a quorum must never be fewer than 3, and unless otherwise fixed, it is 3.
- 14.2. Any AGM or EGM may proceed provided that at least 50 % of the Members constituting a quorum are present within 30 minutes of the time specified for the start of the meeting.

15. Voting at meetings

- 15.1. A Member who has paid a subscription for the current year may vote at an AGM or an EGM.
- 15.2. In the event of equality of votes for and against a matter, the chairman shall / not have a casting vote.

16. Finance

- 16.1. The Accounting Year of the Association shall be from 1st January of each year.
- 16.2. The Association shall open a bank account in the name of the Association.
- 16.3. All membership fees and other money received shall be deposited in the Association bank account.
- 16.4. Every cheque drawn from the Association's bank account shall be signed by the Chairman and the Treasurer, or by such other Officers as may be authorised by the Committee from time to time.
- 16.5. The Treasurer shall keep proper accounts of the Association.
- 16.6. If required by law, an independent auditor appointed by the Committee shall audit the accounts of the Association annually. This person shall not be disqualified as auditor because he also provides other accounting services to the Association.

17. Dissolution

- 17.1. The Association may be dissolved by a resolution passed by no less than 80% of Members present and voting at an EGM convened for that purpose.
- 17.2. Any assets, money or funds remaining after the settling of any debts and liabilities shall be applied towards charitable purpose within The Bailiwick of Guernsey which has similar objects to those of the Association.

18. Breach of the Rules

- 18.1. If any Member commits any material breach of his obligations under these Rules and fails to remedy the breach (if capable of remedy) within 30 days after being given notice in writing so to do by the Committee, then that Member shall be expelled from the Association.
- 18.2. Any notice given to a Member in breach shall be without prejudice to any other claim or action against the defaulting Member.

19. Miscellaneous matters

- 19.1. Each Member undertakes to provide to the Association his current land address, e-mail address, telephone as often as they are changed together with all information that may be required to communicate with him.
- 19.2. In any case where any part or provision of these Rules is held to be unlawful, void or unenforceable, then that part or provision shall be deemed to be removed from these Rules so as to leave valid and enforceable the remainder of the Rules.
- 19.3. Any communication to be served on the Association or to the Members shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within 72 hours of posting;

if sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.

- 19.4. In the event of a dispute between the Members, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

Signed by Helen Young



Signed by Laura Havard

L. HAVARD

Signed by Dee Stonebridge



Signed by Madeleine Norman



Signed by Corin Kate Miller-Helyar