



SANDWICH COMMUNITY EVENTS ASSOCIATION

(S.C.E.A)

THE CONSTITUTION

Adopted: 11th September 2025

Review Date: Next AGM

Items:

1. Name and Definition of the Association:

- a. "Sandwich Community Events Association", "S.C.E.A", hereinafter referred to within this constitution as "The Group".
- b. "Sandwich Community Events Association" is a not-for-profit unincorporated association which is governed by this written constitution.

2. Definition of Terms and Names:

- a. "The Group" – is comprised of "The Committee", and those who are "Affiliate Members" of Sandwich Community Events Association.
- b. "The Committee" – is comprised of "The Officers" and "Members".
- c. "The Officers" – refers to those elected to the positions of "Chair, Vice Chair, Secretary, and Treasurer".
- d. "Members" – refers to those who are elected at an annual general meeting to serve as part of "The Committee".
- e. "Affiliate Members" – exclusively relates to not-for-profit organisations that have joined "The Group" via successful application.

3. Objectives of The Group:

- a. To coordinate and or assist where required in the creation, planning, or running stages of an event that is either operating as part of “The Group”, or as/alongside one of its “Affiliate Members”.
- b. To be a representative single body for itself and its “Affiliate Members” in engaging with local authorities and/or tourist bodies.
- c. To encourage all Sandwich-based not-for-profit organisations to join “The Group” as “Affiliate Members”.
- d. To determine clear, actionable goals for “The Group” to achieve before the next annual general meeting.
- e. Establish a working directive with the local authorities in light of recent changes to DDC’s ESAG requirements, and STC’s changes to their hiring agreement of the Guildhall forecourt. An arrangement needs to be made in support of “The Group” and its “Affiliate Members”.

4. Powers:

Must be reasonably exercised and in accordance with “The Group’s” objectives and its adopted constitution:

- a. To accept funds by way of fundraising; donations; legacy; or contributions from any person(s) or organisation(s).
- b. To receive funds via the method of remuneration from its “Affiliate Members”.
- c. To generate funds via grant applications and otherwise.
- d. “The Group” may remunerate “The Committee” on pre-agreed contributions that aid in its objectives, missions, and goals.
- e. To act in any other lawful capacity that progresses the objectives, missions, and goals of “The Group”.
- f. Carry out the dismissal of someone within “The Committee” in the event of a Special General Meeting taking place, and a decision being reached based on evidence provided by “The Committee” for their dismissal.
 - i. The dismissal of an officer or committee member prohibits their eligibility to join “The Group” for a time period of no less than three years.
 - ii. The person facing potential dismissal does not have a casting vote.
 - iii. To dismiss a committee member, the vote must be won by a majority

- g. Terminate, with good cause, the membership of “Affiliate Members”. Termination of an “Affiliate Member” will revoke any rights to the perks and amenities that is/has-been provided to them by “The Group” – e.g. Access to the Lockup, event insurance coverage, use of any equipment belonging to or in possession of “The Group”. A vote must be held by “The Committee”, and should be won by a majority. The “Affiliate Member” in question reserves the right to be heard by a representative who may attend the meeting.

5. The Group’s Officers:

- a. The posts of office, “The Officers”, within “The Group” are:
 - i. Chair
 - ii. Vice Chair
 - iii. Secretary
 - iv. Treasurer
- b. “The Officers” are elected at an annual general meeting or an extraordinary meeting if an officer resigns. “The Officers” may continue in post for no longer than three years; after such time period expires, they are required to be re-elected at an annual general meeting.
 - i. An officer may resign from their position before the expiration of their post; in doing so, they will make “The Committee” aware in writing via email to the Chair or Vice Chair. “The Committee” will determine the best course of action for filling the vacancy, which can only be done at either an ‘extraordinary’ or ‘annual general’ meeting.
 - ii. The three-year time period for an officer commences from the date an officer assumes the post.
 - iii. If an officer changes post to that of another officer position, their three-year time period is transferred with them, and they must stand for re-election no later than three years from when they first became an officer of “The Group”.
 - iv. If a position of office is vacant, a single officer may be elected to serve in dual roles. This does not afford the officer any additional votes.
- c. The posts of office are exclusive and only open to applications from those who have served on “The Group’s” committee for the preceding year. Applications may be made in writing via email to the Chair or Vice Chair.
- d. “The Officers” are responsible for acting in the best interests of “The Group” and are conscious as to not bring “The Group” into disrepute, which may result in their dismissal - to be determined at a Special General Meeting.

6. The Committee:

- a. "The Committee" shall consist of "The Officers" and no less than three, but no more than seven "Members" - hereinafter referred to as "The Committee".
- b. "Members" are elected annually at the annual general meeting. "The Officers" and "Members" may co-opt a "Member" to perform in an advisory role, but co-opted "Members" will not be entitled to a vote.
- c. "Members" will hold their post until the next annual general meeting; they are eligible for re-election.
- d. "Members" are responsible for acting in the best interests of "The Group". They are conscious as to not bring "The Group" into disrepute, which may result in their dismissal - to be determined at a Special General Meeting.
- e. To join "The Committee", you must meet one of the criteria below:
 - i. Eligibility:
 - 1. To assist in the regular clearing and organising of the W.I Building
 - 2. To have assisted by organising or marshalling for the Sandwich Festival ("The Group's" own event).
 - ii. Applications to join "The Committee" must be made in writing to the Chair or Vice Chair, no less than four days before the annual general meeting.

7. Committee Meetings:

- a. "The Committee" shall meet no less than four times per year.
- b. For a committee meeting to be quorate, it must be attended by the chair or vice chair, and at least three others on "The Committee". If the secretary is not present at the meeting, there must be someone nominated to take the minutes.
- c. Minutes should be made for every meeting; these are then processed by the secretary and either created in, or uploaded to, Google Drive and shared with "The Committee" after the meeting.
- d. When time permits, an agenda should be created and circulated before each meeting - also created in or uploaded to Google Drive for record keeping.
- e. In the event of a split decision, the Chair has the casting vote.

8. Alterations to the Constitution:

- a. Alterations to the constitution shall be made no more than twice per annum in either an extraordinary meeting or at the annual general meeting.
- b. Only “The Committee” shall have voting rights on the acceptance of any changes or the adoption of a new constitution.

9. Affiliate Members:

- a. Application to become an “Affiliate Member” shall be open to all not-for-profit organisations whose interest is to further the work of “The Group”.
 - i. Applications can be made either by inquiring in person at an event, or by emailing info@sandwichevents.org.uk
- b. “Affiliate Members” are afforded four votes, per voting item, at an Annual General Meeting – allowing our “Affiliate Members” to have equal say and voting rights in the new structure of “The Committee” which represents them.
 - i. If the “Affiliate Member” wishes to vote at an Annual General Meeting, they must have up to four of their committee members present in order to use all four of their votes.
- c. “The Committee” hereinafter constituted, shall have the right to:
 - i. Approve and reject applications to join “The Group”
 - ii. Terminate existing memberships - the “Affiliate Member” in question shall be entitled to be heard by “The Committee” before the final severance of their membership. This may be exercised in accordance with one of the reasons listed below, though the reasons below may not immediately constitute the termination of an “Affiliate Member”.
 - 1. The “Affiliate Member” is no longer community-oriented
 - 2. The “Affiliate Member” is showing repeated disregard for the perks or amenities provided to them by “The Group”
 - 3. Actions made by the “Affiliate Member” are found to be unlawful
 - 4. Actions made by the “Affiliate Member” bring “The Group” into disrepute, whether the action was done knowingly or otherwise
 - iii. Each “Affiliate Member” may wish to make an annual financial payment to “The Group” at a variable rate agreed by both “The Group” and the “Affiliate Member” in remuneration for the perks and amenities provided to them, including, but not limited to: Access to the lockup; use of “The Group’s” assets {gazebos, furniture, etc.}; event insurance coverage.

- iv. “Affiliate Members” shall not promote political or religious views

10. Annual General Meetings:

- a. An annual general meeting shall be held no later than fifteen months after the previous annual general meeting.
- b. Notice of an annual general meeting shall be given to “The Committee” no later than fourteen days before the meeting date; it may also be shared on “The Group’s” website and social media pages.
- c. Applications to join “The Committee” must be made in writing and sent to “The Committee” no less than four days before the annual general meeting.
- d. Within the annual general meeting, business shall include - but not be limited to:
 - i. A report from the Chairman
 - ii. A report from the Treasurer
 - iii. Election of “The Officers” – only if they have either resigned or reached their period for re-election as detailed in section 5.b.
 - iv. Election of the “Members” who serve as part of “The Committee”
 - v. Appointment of an auditor, or auditors
 - vi. Any other matters of business which may be of benefit to “The Group”.
- e. Voting rights at an annual general meeting are solely for “The Committee” and “Affiliate Members” – see item 9.b.

11. Special/Extraordinary General Meetings:

- a. A special general meeting is called, with no less than fourteen days' notice given to “The Committee”, where “The Committee” can vote on matters of business which are unable to be held off until the next annual general meeting. Matters may include, but are not limited to:
 - i. Filling vacancies from the preceding Annual General Meeting
 - ii. Dissolution of “The Group”
 - iii. Resolving a legal matter
 - iv. Dismissing someone on “The Committee”, and, if necessary, appointing a replacement, or the severance of an “Affiliate Member’s” membership.

12. Finances:

- a. The Treasurer shall keep proper accounts of “The Group” and will prepare accounts for the last financial year, submitted at the Annual General Meeting.

- b. The accounts shall be audited at least once a year by the person(s) nominated at the last Annual General Meeting. An auditor needs to be competent but not necessarily registered.
- c. The funds of "The Group" shall be used only in accordance with its objectives. No payment shall be made to "The Committee" without reasonable exception from "The Committee" in order to reimburse out-of-pocket expenses incurred for the furtherance of "The Group".
- d. A bank account shall be opened by "The Group". "The Group" reserves the right to change its banking provider if the existing arrangement is not conducive to the growing needs of "The Group".
- e. No less than two of "The Group's" officers shall be authorised to carry out transactions. "The Group" will not sign blank/unnamed cheques at any time.


13. Dissolution of The Group:

- a. "The Group" may be dissolved in a Special General Meeting if a resolution is proposed and voted in favour by no less than two-thirds of "The Committee".
- b. This resolution may instruct for the return/disposal/sale of assets held by, or in the name of "The Group".
- c. In the event of dissolution, "The Group's" capital will be donated to a registered charity as nominated in favour by "The Committee".

14. Liability:

- a. No person on "The Committee" shall be personally liable for the debts of "The Group", with the exception of any memberships, subscriptions, grants, legacy or otherwise by that member at the time of the dissolution of "The Group".
- b. "The Group" shall not be found liable for the actions or processes of any individual within "The Group" for the breach of, or planning towards, any illegal act or actions in relation to current English Law or Regulations.

**Signed by “The Committee” Appointed at the
Annual General Meeting:**

Full Name:	Position(s):	Signature:	Date:
JACK SHEPPARD	Chairman		11/09/2025
ABBY TAYLOR	Committee Member	<i>A. Taylor</i>	11/09/2025
SIMON MALLET	Committee Member	<i>S. Mallett</i>	11/09/2025
PETE LEFEVRE	Committee Member	<i>P. Lefevre</i>	11/09/2025
HARRY SAMPSON	Secretary & Treasurer	<i>H. Sampson</i>	11/09/2025
MARK MOORHOUSE	Vice Chairman	<i>M. Moorhouse</i>	11/09/2025
DEAN MARIE	Committee Member	<i>D. Marie</i>	11/09/2025
COLIN WILES	Committee Member	<i>C. Wiles</i>	11/09/2025
SIOBHAN MATTHEWS	Committee Member	<i>S. Matthews</i>	11/09/2025
SUE LEFEVRE	Committee Member	<i>S. Lefevre</i>	11/09/2025