



**Religious Society of Friends (Quakers)**  
**Manchester and Warrington Area Meeting Trustees**  
**Trustee Handbook 2023**

**CONTENTS**

1. Trusteeship.....	2
2. Membership, Officers and Dates of Meetings.....	3
3. AM Trustees Year Planner 2023 .....	5
4. Premises Committee Year Planner 2023: .....	7
5. Administrative structure of Area Meeting.....	8
6. Note on financial structure and practice .....	11
7. Scheme of Financial Delegation .....	13
8. Care of our Meeting Houses .....	15
9. Process for nomination of Trustees .....	20
10. Manchester and Warrington Area Quaker Meeting Policies & Guidance.....	21
11. Appendix 1: MAWAQM Constitution	
12. Appendix 2: Hospitality & Facilities Agreement	
13. Appendix 3: Area Meeting Memorandum of Understanding	

## 1. Trusteeship

The following quotation is from section 3.2 of the “Handbook for Trustees of Quaker Meetings” (BYM 2014):

“Charity law is quite specific and demanding in what is required of trustees. Every Friend appointed as a trustee should become familiar with trustees’ duties and responsibilities and with the background and details of the meeting’s business. There is an overall expectation that trustees will:

- safeguard the assets of the meeting;
- ensure that these assets are applied for the proper purposes of the meeting;
- provide for accounting records to be kept and annual reports and accounts to be produced;
- ensure both that the meeting acts within the law and observes relevant laws and regulations;
- ensure that all appointments to remunerated positions are made in compliance with good employment and equal opportunities principles.”

Although this BYM Handbook is now very old, this overarching statement remains true.

There are a number of relevant resources for Quaker trustees, including:

- The Britain Yearly Meeting page for area meeting trustees is available at <http://www.quaker.org.uk/our-organisation/quaker-roles/trustees> (this includes the 2014 Handbook for Trustees of Quaker Meetings referred to above)
- The Charity Commission publication Charity trustee: what’s involved (Charity Commission CC3a) is available at <https://www.gov.uk/guidance/charity-trustee-whats-involved>
- The essential trustee: what you need to know, what you need to do (Charity Commission CC3) is available at <https://www.gov.uk/government/publications/the-essential-trustee-what-you-need-to-know-cc3>

It is particularly important that Quaker Trustees are aware of the requirement that charities demonstrate that their work is of benefit to the public. Charity Commission guidance about this can be found at <https://www.gov.uk/government/collections/charitable-purposes-and-public-benefit>.

## 2. Membership, Officers and Dates of Meetings

### AREA MEETING TRUSTEES 2023

Local Meeting		Current Term	Ends 31 December
Central Manchester	Val Clark	1 <sup>st</sup>	2025
	Jeffrey Dean	1 <sup>st</sup>	2024
	Beck Solway	2 <sup>nd</sup>	2024
	Richard Taylor (Asst AM Treasurer)	1 <sup>st</sup>	2023
Eccles	Ruth Turnock	1 <sup>st</sup>	2024
Sale	Margaret Calvert	2 <sup>nd</sup>	2024
	Christine Camacho	1 <sup>st</sup>	2024
South Manchester	Kath Haworth	2 <sup>nd</sup>	2023
	Andrew Wood	1 <sup>st</sup>	2025
Warrington	Ged Edwards	2 <sup>nd</sup>	2023
	Kath Redmond	1 <sup>st</sup>	2024
	Hilary Tucker (AM Treasurer)		2023

### OFFICERS OF AREA MEETING 2023

Clerk of Trustees	Beck Solway
Assistant Clerk of Trustees	Kath Redmond
Area Meeting Treasurer	Hilary Tucker
Area Meeting Clerk	Ben Lukey
Friend to issue Burial Orders:	Jeff Dean
Area Meeting Executive Officer (employed staff member)	Sarah Donaldson (until May/June 2023)

### DATES OF AREA MEETING TRUSTEE MEETINGS FOR 2023

Agenda Meeting	Trustee Meeting 7.00pm
Monday 16 January	Thursday 26 January
Monday 13 February (TBC)	Thursday 2 March
Monday 24 April	Thursday 11 May
Monday 17 July	Thursday 27 July
Monday 16 October	Thursday 26 October

Monday 13 November	Thursday 23 November
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Agenda Meetings are held to allow the clerk, assistant clerk, treasurer and Executive Officer to plan the agenda for the next trustee meeting. The precise dates may be changed so please check in advance if you have important business that you want to add to the agenda.

Trustee meetings will generally be hybrid. In person attendance will be at Central Manchester meeting house. Zoom links will be circulated nearer the time.

The AGM of the Area Meeting, at which the annual report and accounts will be considered, is expected to take place on Tuesday 5 December (online meeting only).

3

**3. AM Trustees Year Planner 2023**  
(page 1 of 2) for Manchester and Warrington Area Meeting Trustees (AMT):

Action		Who Leads:	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Finance	Quarterly finance report to AMT	AM Treasurer			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>			
	Discuss budgets with Premises Committees	Facilities staff/EO		<input checked="" type="checkbox"/>											
	Draft annual budget to AMT for acceptance	AM Treasurer			<input checked="" type="checkbox"/>										
	Annual budget to AM (for information)	AM Treasurer				<input checked="" type="checkbox"/>									
	Year end account guidance given to LM treasurers	EO/Treasurer		<input checked="" type="checkbox"/>											
	AM year-end accounts prepared for submission to accountants	Finance Manager					<input checked="" type="checkbox"/>								
	Final accounts presented to AMT for signing	AM Treasurer										<input checked="" type="checkbox"/>			
	Agreed accounts to AM (for information)	AM Treasurer												<input checked="" type="checkbox"/>	
	(Re)appoint accountant & auditor	AMT			<input checked="" type="checkbox"/>										
	Review auditor's recommendations	AMT												<input checked="" type="checkbox"/>	
	Review insurance	EO		<input checked="" type="checkbox"/>											
	Review investment policy (by 2025 – not for review in 2023)	AMT officers													
	Review reserves policy & inform AM Clerk (due 2024 – not for review in 2023)	AMT officers		<input checked="" type="checkbox"/>											
	Approve value of education fund (≥£200)	AMT			<input checked="" type="checkbox"/>										
Draft donations letter for distribution	AM Treasurer			<input checked="" type="checkbox"/>											
Staff	Carry out annual reviews	Line Managers									<input checked="" type="checkbox"/>				
	Report on annual reviews	Exec Officer											<input checked="" type="checkbox"/>		
Safeguarding	Review governance of The Friends Summer School	AMT					<input checked="" type="checkbox"/>								
	Review AM safeguarding policy	Sfgdg Trustee/AMT											<input checked="" type="checkbox"/>		

**AM Trustees Year Planner 2023 (page 2 of 2) for Manchester and Warrington Area Meeting Trustees (AMT)**

Action		Who Leads:	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Premises	Appoint architect to inspect premises*	AMT			<input checked="" type="checkbox"/>									
	Receive architect's quinquennial report	Facilities Team									<input checked="" type="checkbox"/>			
	Report on H&S management across AM	Exec Officer											<input checked="" type="checkbox"/>	
Miscellaneous	Drafting of Trustees' annual report	Exec Officer/AMT clerk					<input checked="" type="checkbox"/>							
	Annual report to Area Meeting	AMT clerk												<input checked="" type="checkbox"/>
	New trustees join	-	<input checked="" type="checkbox"/>											
	Approve dates for next year's AMT meetings	AMT								<input checked="" type="checkbox"/>				
	Appoint two trustees to trustee nomination group & write to nominations committee for two more reps	AMT asst. clerk								<input checked="" type="checkbox"/>				
	Trustee nomination group bring nominations for trustees, Treasurer & trustee Clerks + QT Directors to AM	Trustee noms grp											<input checked="" type="checkbox"/>	
	Report on risk management & policy	Exec Officer	<input checked="" type="checkbox"/>											

\*MH quinquennial inspections by architect: 2023 South Manchester, 2024 Sale, 2025 Eccles, 2026 Central Manchester, 2027 Warrington – NO REPORT IN 2020 OR 2021 BECAUSE OF PANDEMIC CONDITIONS; RESTARTED IN 2022

4. Premises Committee Year Planner 2023: For Manchester & Warrington Area Meeting Trustees (AMT) and Local Meeting Premises Committee Clerks		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Regular Reports to AMT	Quarterly*			<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>	
	Discuss budget requests with Facilities Team	<input checked="" type="checkbox"/>											
Quinquennial	Liaise with Facilities Team & Architect in Inspection Year**					<input checked="" type="checkbox"/>							
Room Hire charges <sup>‡</sup>	Discuss new hire charges							<input checked="" type="checkbox"/>					
	Give feedback on hire charges to Board of Directors							<input checked="" type="checkbox"/>					
	New hire charges & rents take effect									<input checked="" type="checkbox"/>			
Membership	Bring nomination for Premises Committee clerk for next year to local business meeting									<input checked="" type="checkbox"/>			
Dates	Book dates for next year's meetings										<input checked="" type="checkbox"/>		
<p>* Reports due with EO: 16 FEB, 24 APR, 13 JUL, 9 NOV</p> <p>** Quinquennial Inspections - 2023 South Manchester, 2024 Sale, 2025 Eccles, 2026 Central Manchester, 2027 Warrington NO REPORT IN 2020 OR 2021 BECAUSE OF PANDEMIC CONDITIONS; RESTARTED IN 2022</p> <p><sup>‡</sup>If staff recommend an increase in hire charges then premises committees will be consulted as noted above. Increases have in the past taken effect as of 1 April, but in 2023 staff shortages will preclude this and the earliest date for taking effect would be 1 September</p>													

## 5. Administrative structure of Area Meeting

In 2017 Area Meeting became a Charitable Incorporated Organisation (CIO). Before that, it was a registered charity but was unincorporated.

Two significant differences between an unincorporated charity and a CIO are that:

- A CIO is a 'legal person', which means it can conduct business in its own name (by signing contracts etc.) – an unincorporated charity cannot do that (all contracts etc. have to be in the name of the trustees)
- The trustees of a CIO have limited liability and cannot usually be personally pursued for contributions in the event of financial loss – the trustees of an unincorporated charity are personally liable for losses in most circumstances

In most other respects there is no difference between a CIO and an unincorporated charity and the duties of both types of charitable trustees are the same. Most guidance documents originally written for trustees of unincorporated charities (including those referred to on page 2 of this handbook) will be equally relevant to the trustees of CIOs.

Area Meeting itself is the charity, and there are certain decisions about the charity that can only be made by Area Meeting in session (e.g. appointing the trustees; amending the constitution of the charity). Much of the management of Area Meeting is done by its Trustees, who have a number of legal duties.

Area Meeting Trustees must:

- Make sure Area Meeting carries out its purpose for the public benefit;
- Comply with the charity's constitution and the law;
- Act in the charity's best interests;
- Manage the charity's resources responsibly;
- Act with reasonable care and skill;
- Ensure the charity is accountable.

These duties are explained more in the Charity Commission publication 'The Essential Trustee': <https://www.gov.uk/government/publications/the-essential-trustee-what-you-need-to-know-cc3>

Area Meeting employs around 15-20 staff, many of whom work part-time. The Executive Officer (EO) is the most senior staff member. The EO is managed by the clerk of Trustees. The EO leads the staff team. Experimentation is underway to ensure that Area Meeting has the right number of staff at the right level of seniority to meet the needs of the business as well as to provide support for Friends. Trustees will be kept updated through the year and can ask the EO for a staff structure diagram at any time if they need more information.



All Local Meetings appoint Premises Committees to consider the use of the Local Meeting's buildings and grounds. A member of the staff team usually attends each Premises Committee meeting. The Area Meeting owns all the property, so Premises Committees report quarterly to the Area Meeting Trustees.

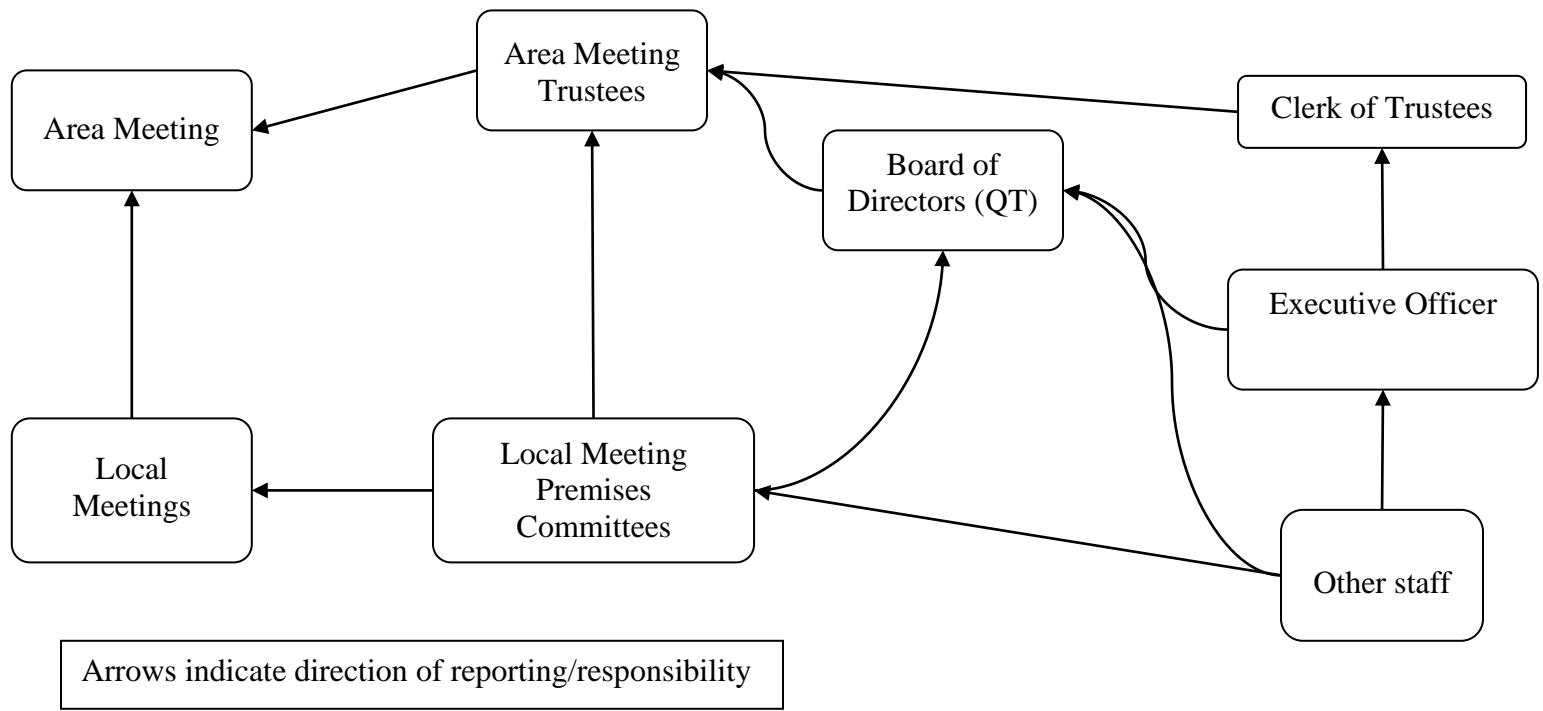
Area Meeting owns a company: Quaker Trading (Manchester & Warrington) Limited. This company handles all room hire for all the meeting houses. It may sometimes be referred to as the trading subsidiary or as QT. It has its own Board of Directors who are legally responsible for its operation. The Board sets room hire prices for the year. The Board shares all its minutes with Area Meeting Trustees.

Area Meeting and Quaker Trading have a Hospitality and Facilities Agreement which sets out each body's responsibilities (see Appendix 2 of this handbook). All the trading activity (hire of rooms, car park spaces & equipment; provision of refreshments to room users; rental of investment property; etc.) and the maintenance and repair of our buildings is undertaken by Quaker Trading on behalf of Area Meeting. There are ongoing discussions about which entity should pay for which costs and the relationship and agreement is expected to be reviewed before 31 March 2023.

If Quaker Trading makes a surplus it gives this to Area Meeting. Until 2020, significant surpluses were the norm and have been important for Area Meeting finances. In 2020/21 Quaker Trading made a large loss and was granted a loan from Area Meeting to ensure it could keep going while room hire was not possible. In 2021/22 Quaker Trading made a small profit and it is expected to make a more substantial profit in 2022/23.

The diagram on the next page gives a simplified picture of how various meetings and people within Area Meeting relate to one another.

The Area Meeting Memorandum of Understanding gives more detail about these relationships. The current draft is at Appendix 3 of this Handbook.



## 6. Note on financial structure and practice

Trustees see the Area Meeting's management accounts on a quarterly basis. Staff provide the spreadsheets to the Area Meeting Treasurer, who reports to Trustees.

Quaker Trading has its own management accounts. Trustees see a summary of these accounts and they are scrutinised in more detail by the Board of Directors.

The main sources of income for the Area Meeting are:

- Donations & legacies
- Profits from trading
- Investment income

The profits from trading are only handed over after the end of the financial year, once the accounts have been finalised.

Area Meeting collects money on behalf of Britain Yearly Meeting and other charitable causes. This money is income, but it is not kept by the Area Meeting and there is always corresponding expenditure when the money is sent off to the intended recipient. Fluctuations in donations made to BYM and other Quaker charities therefore do not impact on the Area Meeting 'bottom line'.

Area Meeting spends money on its operating expenses (e.g. staff salaries, auditors' fees, office costs, training for Quaker roles) and on charitable activities (e.g. social justice, outreach, conferences, pastoral care grants, Quaker Work Fund).

The consolidated annual accounts are professionally prepared and audited each year. These annual accounts are prepared in accordance with charity law and do not show the same level of detail as the management accounts. They include a balance sheet, which shows the value of our savings, investments and buildings.

The Area Meeting financial year runs from 1 April to 31 March. Each year staff consult with local Premises Committees and Area Meeting role holders to prepare a draft budget for discussion with the Area Meeting Treasurer. The draft budget is presented to Trustees in February/March.

Each Local Meeting also keeps its own modest accounts, to receive and disperse collections and small donations, and for its own minor expenses. Local Meeting Treasurers provide information to staff at the end of the financial year so that LM income and expenditure can be incorporated into the consolidated AM accounts.

The Friends Summer School is the legal responsibility of the Area Meeting. Its accounts are also therefore included in the AM consolidated accounts.

Figures for LM and Summer School income and expenditure are not included in the AM budget.

Individual trustees are welcome to discuss details of the accounts with our EO or with the AM Treasurer.

We have systems of financial control in place and Trustees are invited to make arrangements to visit the main office to see how these work in practice.

## 7. Scheme of Financial Delegation

### 7.1. Purpose of Document

This document is intended to provide a clear and simple summary of who may approve expenditure on behalf of our Quaker community. Good decision-making and communications will benefit by our all agreeing how this is best done. The scheme sets out the respective limits of the Area Meeting's Trustees, Trustee Officers, Premises Committees, and Executive Officer.

### 7.2. Scope and Definitions

#### 7.2.1. Scope

These limits apply to both pay and non-pay expenditure – i.e. expenditure on people's salaries, and on buildings and equipment. In both cases, the limits assume that we are spending money in ways and on things which are similar to our established practice. If we are considering spending money on something new or unusual, it is always best to consult other Friends before making decisions.

#### 7.2.2. Buildings and equipment

The limits apply to the estimated cost in advance of seeking quotations, where relevant. If we receive quotations that significantly exceed the cost we have estimated it will usually be sensible to check that this higher cost remains acceptable.

#### 7.2.3. Pay and salaries

Fixed-term contracts should be costed at the full gross cost of the post for its entire duration (that is, the full cost of the job to the Area Meeting, including any national insurance and pension contributions). Permanent contracts should be costed at the estimated gross cost for a period of 3 years, including anticipated incremental increases over that period, but not including cost-of-living (inflation) increases.

### 7.3. Routine authorisation limits

	<b>Pay and salaries</b>	<b>Buildings and equipment</b>
<b>Trustees</b>	No limit (subject to available finance)	No formal limit, but consultation with Area Meeting is advised for single items or schemes anticipated to cost over £100,000, or requiring the drawing down of reserves

<b>Trustee Officers (Clerk, Assistant Clerk and Treasurer)</b>  <b>One or two signatories for approval; with or without formal AMT approval</b>	Up to £50,000	Up to £50,000 within agreed budget
<b>Premises Committees</b>	These committees are not empowered to authorise pay expenditure	Up to £2,000 – subject to requirements on competitive quotation set out in “Care of our Meeting Houses”
<b>Executive Officer</b>	Up to £25,000	Up to £20,000 – subject to requirements on competitive quotation set out in “Care of our Meeting Houses”

#### **7.4. Urgent and emergency situations**

Sometimes an urgent or emergency situation could happen – where there is a risk of serious damage to the fabric of our property, or our ability to maintain the normal running of our services and premises. In such situations, we expect and understand that all those groups and individuals named above will act in good faith in the best interests of the Area Meeting and of our Quaker community. This may mean consulting with others only to the extent that this is practicable in the circumstances, and discussing what has happened after the event. Such events should be reported to the next meeting of Trustees for review, at which time Trustees will also make adjustments to the annual budget, should they be deemed necessary.

#### **7.5. Review**

This scheme, including its limits, will be subject to annual review as part of our annual budget-setting process.

## 8. Care of our Meeting Houses

There are many aspects to the role of Friends in the care of our meeting houses and these differ between meetings. The biggest difference is between the large Central Manchester meeting house and the smaller Local Meetings. The guidelines below apply to the Area Meeting as a whole and the final section outlines differences in procedure that apply to Central Manchester.

### 8.1 Spotting problems

Immediate responsibility for keeping the Meeting House and associated property in good condition lies with the staff team, members of the Local Quaker Meeting and their Premises Committee. The Premises Committee should be receptive to reports of the need for practical attention to the property, from whatever source.

The Premises Committee will monitor the condition of the property in its own routine inspections and the Clerk or agreed representative should accompany a member of staff when the Architect engaged by Area Meeting Trustees makes their detailed Quinquennial Inspection.

### 8.2 Getting advice

The staff team have contacts across the AM and a list of known contractors who have proved reliable. Local trade organisations are also a useful source. Premises Committee members should be ready to consider new names. The Trustees, who have overall responsibility for the care of our buildings, can also be contacted for advice through their Clerk.

Advice may also be available from the Architect engaged by the Trustees. This will usually be in relation to work arising from the Quinquennial Inspection and Report; advice is also needed when conservation issues apply to a listed building.

The Premises Committee should discuss its need for advice with staff in the first instance.

### 8.3 Seeking quotations

Having reached clearness on the action needed to correct a problem and obtained the names of possible contractors, cost becomes the prime issue. Small jobs (replacing roof tiles, pointing small areas, decorating) often cost several hundred pounds. The problem is often not the expense but finding a contractor who is interested.

For work up to the value of £2,000, one quotation is needed. The work should be approved either by the relevant Premises Committee or the Executive Officer.

For work valued at between £2,001 and £5,000, two competitive quotations are needed.

For work valued at in excess of £5,000, three competitive quotations are needed.

Where work is very urgent, or where it is of a specialist nature so that competitive quotations cannot be obtained, the Executive Officer may accept a single quote with the agreement of the Clerk of Trustees and/or the AM Treasurer.

Staff will approach possible contractors to obtain the quotations. A clear specification of the work required is necessary to avoid misunderstandings. In the case of major work arising out of the Quinquennial Report the Architect will usually nominate suitable contractors and provide them with a specification of the work required.

Staff will consider the available quotations and decide how to proceed. They will use their judgement to select the best value, which will not always be the cheapest option. For major projects (over £10K) the Trustees will make this judgement. It may be made by the officers (Clerk, Assistant Clerk and Treasurer) when it is not practical to wait for a decision until the next meeting of Trustees.

#### **8.4 Meeting the cost**

The budget for the coming year will include a sum to cover maintenance and repairs. When authorising new work the Premises Committee should not commit Friends to greater expense.

In the fourth quarter of the financial year (i.e. the early part of the calendar year) the senior staff, in consultation with the Area Meeting Treasurer, Premises Committees and Area Meeting office holders, prepare a draft budget. It is based on the estimated income (from rents, room hire charges and annual contributions from Friends and attenders) and expenditure (employment costs, utilities, maintenance and repairs) for the current year. These incomings and outgoings are all handled and recorded by the AM Office.

When the current budget proves to be insufficient to cover all work then some items may need to be postponed. If there is a good case for the work taking place despite the limits of the budget then Trustees should consider whether to allocate additional funding. In an emergency an Executive Group (Executive Officer<sup>1</sup>, Clerk of Trustees<sup>2</sup> and Treasurer<sup>3</sup>) will approve necessary urgent action.

#### **8.5 Assessing work done**

Staff should monitor the progress of the work and confirm that it has been done properly. Building Control and Conservation Officers may also check the work. Inspection arrangements should be outlined in the specification.

The contractor should be asked to forward the invoice to the office. Staff will check that the work is satisfactory and that payment is authorised. In exceptional circumstances,



when some work is still outstanding but the bulk is satisfactory, the bill may be paid in part and the balance paid on completion.

The Architect or a deputy appointed by them will generally monitor the major works undertaken in response to the Quinquennial Report. The Clerk of the Premises Committee and a member of staff should, however, accompany the Architect on the 'snagging' session with the contractor at the end of the work.

### **8.6 Work at Central Manchester Meeting House**

In the Central Manchester Meeting House there are important differences. There are more jobs and the scale is often bigger. Timescales may need to be shorter because of the number of commercial customers using the venue. The Executive Officer and supporting staff are on site. It is therefore appropriate for the Premises Committee to delegate to staff the choice of contractor and the inspection & snagging of jobs. The Premises Committee and Trustees should however be kept fully informed.

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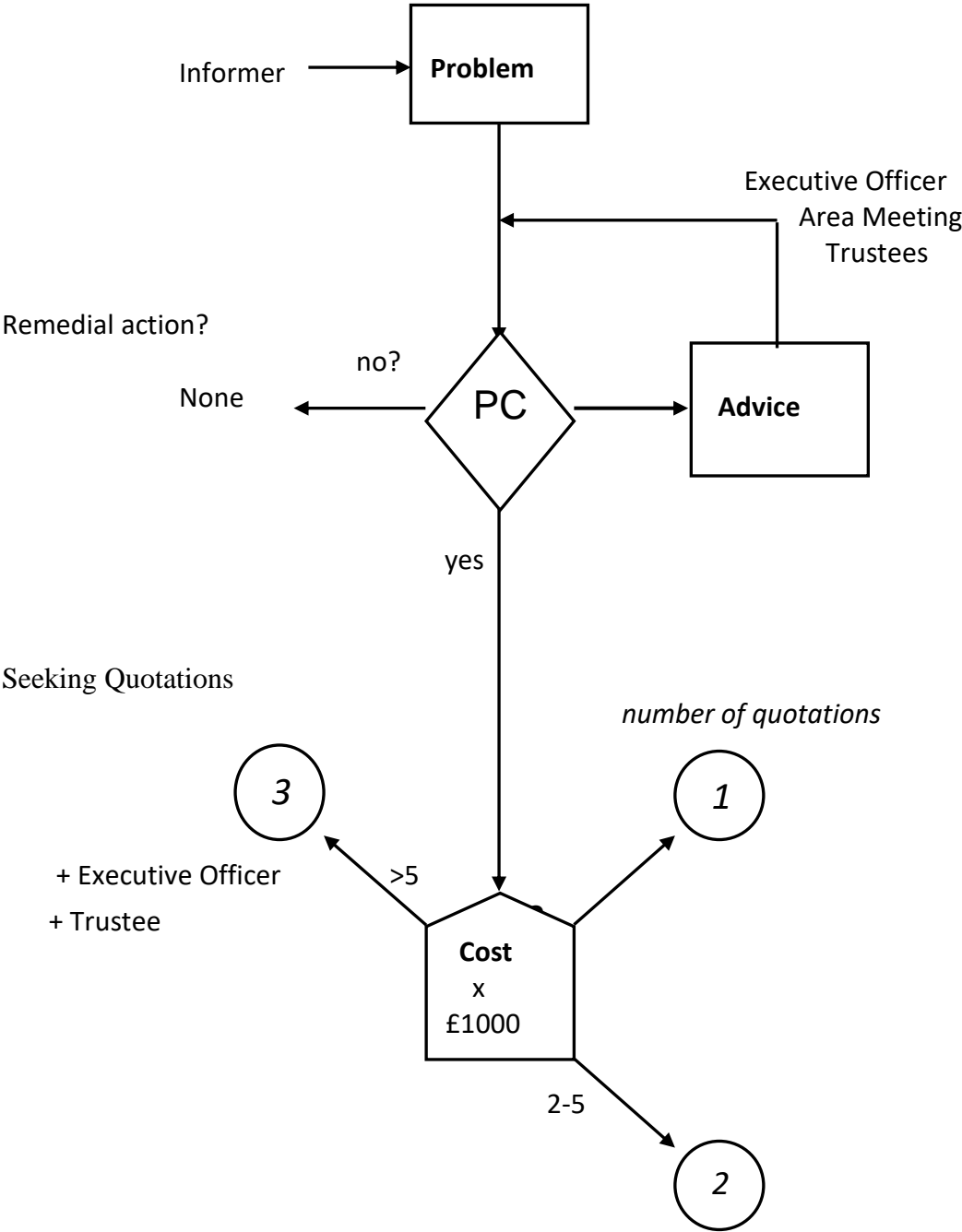
<sup>1</sup> Area Meeting Executive Officer – Sarah Donaldson

<sup>2</sup> Clerk of Trustees – Beck Solway

<sup>3</sup> Treasurer – Hilary Tucker

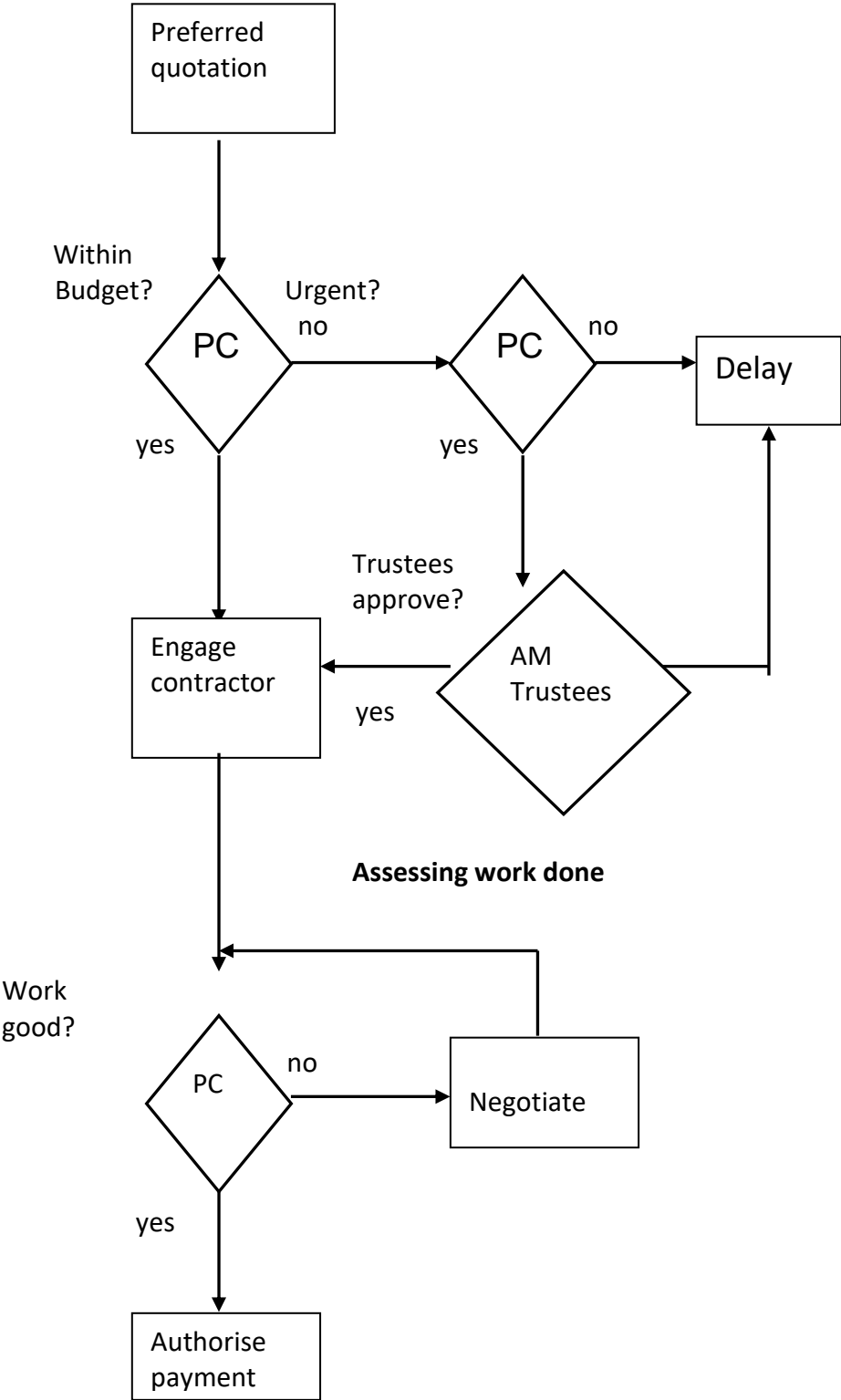
### Guidelines for Premises Committees (PC)

#### Getting advice



### Guidelines for Premises Committees (PC)

Meeting the cost



## 9. Process for nomination of Trustees

Area Meeting nominations committee considered the process for bringing forward nominations for Trustees, and for our officers, at their meeting in February 2008. The minute contained a step-by-step process, which is set out here.

1. Trustees will appoint two people at their April meeting to work with members of nominations committee on bringing forward Trustee nominations.
2. At around the same time in the year nominations committee should choose two people from its membership who are not also Trustees to work on this matter, making a group of 4 people in total, the “trustees nominations group.”
3. The trustee nominations group will ask Local Meeting clerks, using their nominations committees, for suggested trustee names from each Local Meeting, and provide them with the probity checklist. Names should be compiled by the end of September.
4. Meanwhile the trustee nominations group will also be working on names for Clerk, Assistant Clerk (of Trustees) and Treasurer.
5. The trustee nominations group will report to trustees at our October meeting. Trustees are responsible for ensuring that suitable probity checks have been made.
6. Nominations will then go forward to Area Meeting in November.

The above process remains valid, although there is no longer an Area Meeting in November and so nominations should go to the December meeting.

The same process should be used for the nomination of Directors of Quaker Trading.

## 10. Manchester and Warrington Area Quaker Meeting Policies & Guidance

This is not a comprehensive list of minutes and papers adopted over the years, but an attempt to compile the most relevant policies for Area Meeting Trustees.

<b>Policy Name</b>	<b>Date Adopted/Last Reviewed</b>	<b>Status</b>
<b>Key</b> CIO Constitution  Supplementary Regulations	Dec 2016  Dec 2007	Current governing document
<b>Financial &amp; other management</b> Reserves Policy  Investment Policy  Risk Register Policy on Legacies & Grants Residential Rents Funding of Maintenance & Repair <b>Health &amp; Safety</b> See Health & Safety Handbook	Feb 2021  Feb 2022  Jul 2022 Apr 1999 Jul 2006 Jul 2004	Written as 3 year document; to be renewed before March 2024 To be reviewed before March 2025  To be reviewed annually Adopted by Trustees Adopted by Trustees Adopted by AM  Policy Statement to be checked annually by Trustees
<b>Employment</b> See Staff Handbook for key documents		
<b>Safeguarding Policy</b>	Nov 2022	To be reviewed annually with an annual report to trustees.

## **Constitution of Manchester and Warrington Area Quaker Meeting**

Date of constitution (last amended): Thursday 8<sup>th</sup> December

### **1. Name**

The name of the Charitable Incorporated Organisation ("the CIO") is Manchester and Warrington Area Quaker Meeting of the Religious Society of Friends (Quakers) in Britain (abbreviated as Manchester and Warrington Area Meeting)

### **2. National location of principal office**

The principal office of the CIO is in England at Friends' Meeting House, 6 Mount Street, Manchester M2 5NS.

### **3. Constituent Meetings**

i) Manchester and Warrington Area Meeting includes all constituent Local Meetings contained within its area. These are Central Manchester Local Meeting, Eccles Local Meeting, Sale Local Meeting, South Manchester Local Meeting and Warrington Local Meeting.

ii) Arrangements for the establishment, running or dissolution of such constituent meetings shall be in accordance with the Book of Christian Discipline of the Yearly Meeting of the Religious Society of Friends (Quakers) in Britain

### **4. Object**

The object of Manchester and Warrington Area Meeting is the furtherance of the general religious and charitable purposes of the Religious Society of Friends (Quakers) in Britain in the area of Manchester and Warrington Area Meeting and beyond.

To that end, the CIO's income and property are used solely to further the Area Meeting's object by work such as:

i) strengthening the life and witness of Quaker meetings both in the area of Manchester and Warrington Area Meeting and beyond;

ii) spreading the message of Quakers and interpreting and developing the thought and practice of the Religious Society;

iii) undertaking Quaker service for the relief of suffering at home and abroad;

iv) funding the concerns that Quaker meetings in the area of Manchester and Warrington Area Meeting or beyond have adopted or agreed to support;

v) providing for the pastoral care of individual members and attenders including assistance to those in need and for education;

vi) maintaining and developing Quaker meeting houses as places for public worship

and from which to carry our witness into the world;

vii) administering and maintaining the organisation of Manchester and Warrington Area Meeting and contributing to the support of Britain Yearly Meeting.

## **5. Powers**

The CIO has power to do anything which is calculated to further its object or is conducive or incidental to doing so. In particular, the CIO shall have the following powers:

i) to raise funds from contributions; from legacies; from grants and other sources outside the Area Meeting; from investments and the use of assets; and from the sale of goods or services provided in furtherance of the Area Meeting's object;

ii) to buy, lease or acquire property, and to sell, grant a lease or dispose of property, subject to the terms of Clause 14 below;

iii) to borrow money and to give security for loans (but only in accordance with the restrictions imposed by the Charities Act 2011 as amended from time to time);

iv) to set aside income as a reserve;

v) to make investments in accordance with legal constraints and the ethical testimonies of the Religious Society of Friends (Quakers) in Britain.

vi) to co-operate with other charities or to enter into partnerships;

vii) to establish or support trusts or institutions formed for charitable purposes within Manchester and Warrington Area Meeting's object;

viii) to employ staff;

ix) to pay pensions;

x) to obtain and pay for goods and services;

xi) to reimburse reasonable expenses, including those of the trustees, incurred when acting on behalf of Manchester and Warrington Area Meeting.

xii) to open and operate bank accounts;

xiii) to authorise any of the Area Meeting's constituent meetings or committees to open a bank account and to appoint signatories; such action to be recorded by minute of the constituent meeting or committee and reported without delay to the trustees;

xiv) to effect insurance for all classes of liability and property, subject to clause 5(1)(b);

- xv) to delegate their powers or functions as set out in Clause 16, below;
- xvi) to establish committees or working groups for carrying out agreed programmes of work;
- xvii) to do any other lawful thing that is necessary or desirable for the achievement of the object of the Area Meeting.

## **6. Application of income and property**

(1) The income and property of the CIO must be applied solely towards the promotion of the objects.

(a) A trustee is entitled to be reimbursed from the property of the CIO or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the CIO.

(b) A trustee may benefit from trustee indemnity insurance cover purchased at the CIO's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.

(2) None of the income or property of the CIO may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the CIO. This does not prevent a member who is not also a trustee receiving:

- (a) a benefit from the CIO as a beneficiary of the CIO;
- (b) reasonable and proper remuneration for any goods or services supplied to the CIO.

## **7. Benefits and payments to trustees and connected persons**

(1) No trustee or connected person may:

- (a) buy or receive any goods or services from the CIO on terms preferential to those applicable to members of the public;
- (b) sell goods, services, or any interest in land to the CIO;
- (c) be employed by, or receive any remuneration from, the CIO;
- (d) receive any other financial benefit from the CIO;

unless the payment or benefit is permitted by sub-clause (2) of this clause, or authorised by the court or the Charity Commission ("the Commission"). In this clause, a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.

(2) Scope and powers permitting trustees' or connected persons' benefits



(a) A trustee or connected person may receive a benefit from the CIO as a beneficiary of the CIO provided that a majority of the trustees do not benefit in this way.

(b) A trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the CIO where that is permitted in accordance with, and subject to the conditions in, sections 185 to 188 of the Charities Act 2011.

(c) Subject to sub-clause (3) of this clause a trustee or connected person may provide the CIO with goods that are not supplied in connection with services provided to the CIO by the trustee or connected person.

(d) A trustee or connected person may receive interest on money lent to the CIO at a reasonable and proper rate which must be 2% (or more) per annum below the base rate of a clearing bank to be selected by the trustees.

(e) A trustee or connected person may receive rent for premises let by the trustee or connected person to the CIO. The amount of the rent and the other terms of the lease must be reasonable and proper. The trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.

(f) A trustee or connected person may take part in the normal trading and fundraising activities of the CIO on the same terms as members of the public.

### (3) Payment for supply of goods only – controls

The CIO and its trustees may only rely upon the authority provided by sub-clause (2)(c) of this clause if each of the following conditions is satisfied:

(a) The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the CIO and the trustee or connected person supplying the goods (“the supplier”) under which the supplier is to supply the goods in question to or on behalf of the CIO.

(b) The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.

(c) The other trustees are satisfied that it is in the best interests of the CIO to contract with the supplier rather than with someone who is not a trustee or connected person. In reaching that decision the trustees must balance the advantage of contracting with a trustee or connected person against the disadvantages of doing so.

(d) The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the CIO.

(e) The supplier does not take part in the decision on any such matter and is not to be

counted when calculating whether a quorum of trustees is present at the meeting.

(f) The reason for their decision is recorded by the trustees in the minute book.

(g) A majority of the trustees then in office are not in receipt of remuneration or payments authorised by clause 6.

(4) In sub-clauses (2) and (3) of this clause:

(a) "the CIO" includes any company in which the CIO:

holds more than 50% of the shares; or

controls more than 50% of the voting rights attached to the shares; or

has the right to appoint one or more directors to the board of the company;

(b) "connected person" includes any person within the definition set out in clause 28 (Interpretation).

### **8. Conflicts of interest and conflicts of loyalty**

A trustee must:

(1) declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the CIO or in any transaction or arrangement entered into by the CIO which has not previously been declared; and

(2) absent himself or herself from any discussions of the trustees in which it is possible that a conflict of interest will arise between his or her duty to act solely in the interests of the CIO and any personal interest (including but not limited to any financial interest).

Any trustee absenting himself or herself from any discussions in accordance with this clause must not take part in the decision or be counted as part of the quorum in any decision of the trustees on the matter.

### **9. Liability of members to contribute to the assets of the CIO if it is wound up**

If the CIO is wound up, the members of the CIO have no liability to contribute to its assets and no personal responsibility for settling its debts and liabilities.

### **10. Membership of the CIO**

(a) Eligibility

Anyone who is interested in furthering the purposes of Manchester and Warrington Area Meeting may apply for membership by informing the clerk of the Area Meeting. An application for membership is an indication of his or her agreement to become a member and acceptance of the duty of members set out in sub-clause (d) of this clause. A member may be an individual only

(b) Membership procedure

i) Once an application for membership has been made, it will be considered by Manchester and Warrington Area Meeting. A decision will be made by Manchester and Warrington Area Meeting meeting in session. The membership of anyone in

Manchester and Warrington Area Meeting begins when a record to this effect is made in the minutes of Manchester and Warrington Area Meeting.

ii) Manchester and Warrington Area Meeting shall maintain an official register of members and shall appoint a suitable member to have care of it. No alteration shall be made to the register save in accordance with decisions minuted by Manchester and Warrington Area Meeting.

(c) Termination of Membership

i) Any member may ask the Area Meeting to terminate his or her membership. The Area Meeting can also decide to terminate membership where:

1. over a prolonged period a member has ceased to show any interest in the life of the Religious Society and there seems no reasonable likelihood of renewed participation;
2. a member's address has been unknown for a period of at least three years and cannot, after a careful search, be ascertained;
3. the conduct or publicly expressed opinions of the member are so much at variance with the principles of the Religious Society that the spiritual bond has been broken.

The decision must be made by the Area Meeting in session. The membership of anyone shall cease when a record to this effect is made in the minutes of Manchester and Warrington Area Meeting.

ii) If a member is dissatisfied with a final decision of the Area Meeting affecting her or him, the member may appeal in writing against the decision in accordance with Britain Yearly Meeting's appeals process.

(d) Duty of members

It is the duty of each member of Manchester and Warrington Area Meeting to exercise his or her powers as a member of the Area Meeting in the way he or she decides in good faith would be most likely to further the purposes of the Area Meeting

## **11. Meetings for Church Affairs**

Meetings for church affairs, in which the Religious Society conducts its business, are meetings for worship based on silence, carrying the expectation that God's guidance can be discerned if members are truly listening together and to each other. The unity that is sought depends on the willingness of all to seek the truth in each other's utterances. There is no voting in the meetings, because the Religious Society believes that this would emphasise the divisions between differing views and inhibit the process of seeking to know the right way forward, the will of God as expressed in the sense of the meeting.

The clerk of the meeting bears the final responsibility for preparing the business, conducting the meeting and drafting the minutes of the meeting. Minutes are drafted by the clerk during the course of the meeting, but the final decision about whether the minute represents the sense of the meeting is the responsibility of the meeting itself, not of the clerk.

This way of conducting meetings and coming to decisions is known (and referred to herein) as the Quaker Business Method.

The business and activities of the Area Meeting, and in particular the way decisions are reached at meetings, shall at all times be conducted in accordance with Quaker Business Method.

i) Each year the Area Meeting in session shall decide the frequency, times and places for its meetings in the next calendar year. At least one meeting shall take place each year which will be designated an Annual General Meeting at which the trustees will normally present the previous year's annual report and accounts. The clerk may arrange for extra meetings of the Area Meeting to be held if necessary.

ii) The sessions of Area Meeting are open to all members of the Area Meeting.

iii) It shall be the duty of the Area Meeting in session to appoint an auditor or independent examiner of the Area Meeting accounts.

iv) No business may be transacted at any Area Meeting unless a quorum is present when the meeting starts. The quorum for Area Meetings shall be such number as the clerk shall decide is sufficient for a meeting to be in right ordering, with a minimum of three members.

v) The clerk of the meeting shall act as chair of the meeting.

vi) 14 days' notice must be given to all members of Manchester and Warrington Area Meeting of a meeting where matters covered by regulation 35 of The Charitable Incorporated Organisations (General) Regulations 2012 (or by any regulation for the time being replacing the same) will be proposed.

## **12. Members' decisions**

Decisions that must be taken in a particular way

(a) Any decision to amend this constitution must be taken in accordance with clause 25 of this constitution (Amendment of Constitution).

(b) Any decision to wind up or dissolve the CIO must be taken in accordance with clause 26 of this constitution (Voluntary winding up or dissolution). Any decision to amalgamate or transfer the undertaking of the CIO to one or more other CIOs must be taken in accordance with the provisions of the Charities Act 2011.

## **13. Appointments**

i) The Area Meeting shall appoint a clerk, assistant clerk(s), treasurer, registering officer(s), burial ground officer(s) and nominations committee who shall be members of the Religious Society.

ii) The appointments shall be made for a fixed term, generally not more than three

years. Only in exceptional circumstances shall an appointee remain continuously in post for more than six years.

#### **14. Trustees**

##### **(1) Appointment**

i) The Area Meeting shall set up a nominations committee to nominate Friends, normally from the membership of the Area Meeting, to act as a body of trustees ordinarily containing not fewer than five or more than fifteen persons. The appointment of trustees shall be made by the Area Meeting in session.

ii) The trustees shall, so far as practicable, include the Area Meeting treasurer and representatives of each meeting contained within the Area Meeting, but not the clerk of the Area Meeting, nor any employee of the Area Meeting.

iii) One trustee, but not the Area Meeting treasurer, shall be appointed by Area Meeting in session to act as clerk to the trustees and chair (clerk) of meetings of the trustees.

iv) The appointments shall be reviewed at intervals not exceeding three years. A trustee can be reappointed on no more than one occasion to give an unbroken term of service as a trustee of the Area Meeting not exceeding six years. That person cannot then be reappointed as a trustee of that Area Meeting until three years have elapsed after the end of the last period of service in that capacity.

v) The trustees will make available to each new trustee, on or before his or her first appointment:

(a) a copy of this constitution and any amendments made to it; and

(b) a copy of the CIO's latest trustees' annual report and statement of accounts.

##### **(2) Eligibility for trusteeship**

A member who is appointed to act as a trustee may hold office until he or she

i) notifies to the clerk of the Area Meeting a wish to be released from service as a trustee;

ii) ceases to be a member of Manchester and Warrington Area Meeting;

iii) is determined by the Area Meeting to no longer be a fit or suitable person to carry out the duties of a trustee;

iv) is believed by the Area Meeting to have become incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;

v) comes to the end of his or her term of service.

Removal of a trustee under the terms of (iii) or (iv) above shall require a decision of the Area Meeting. An individual trustee may make an appeal against such a decision in accordance with Britain Yearly Meeting's appeal process.

Members of the Religious Society who are legally ineligible to act or who are disqualified from acting as trustees shall not be able so to act nor continue so to act.

Release of a trustee from office shall be recorded by minute of the Area Meeting.

**(3) First trustees**

The first trustees of the CIO are:

Margaret Everitt (Clerk)

Ben Lukey (Treasurer)

Branwen McHugh

Richard Taylor

Wendy Olsen

John Booth

Judith Lukey

Roger Hensman

Lesley Thomson

Hilary Tucker

Michael Taylor

**15. Income and Expenditure**

i) The money of Manchester and Warrington Area Meeting shall be safeguarded by depositing in a bank account. The bank account or accounts shall be held in the name of Manchester and Warrington Area Meeting or in the name of any of the meetings or committees contained within the Area Meeting and not in the name of any individual.

**16. Property and investments**

i) It is the responsibility of trustees to insure all property, including buildings and contents, for replacement values which shall be reviewed regularly. It is also the trustees' responsibility to maintain in force all appropriate liability insurances, including employer's, occupier's and public liability.

ii) If the trustees so wish, they shall cause the title of all real property and investments held by or in trust for Manchester and Warrington Area Meeting to be held in the name of Friends Trusts Limited as custodian trustee.

iii) If the trustees decide to use a separate nominee to hold investments, they must apply to the Charity Commission for an Order discharging Friends Trusts Limited from its custodian trusteeship and vesting all land in Friends Trusts Limited as the nominee while granting it the same level of protection as it would enjoy under the provisions of Section 4(2) of the Public Trustee Act 1906, as if it were acting as custodian trustee.

i) In conducting their meetings, the trustees shall follow Quaker Business Method.

ii) The trustees shall hold at least two meetings each year. A special meeting of the trustees may be called at any time by the clerk to the trustees or by any two trustees upon not less than four days' notice being given to the other trustees of the matters to be discussed. This period of notice may be waived with the consent of all trustees.

iii) If the clerk to the trustees is absent from any meeting, the trustees present shall choose one of their number to be clerk at that meeting before any business is transacted. The Friend who is clerk at any meeting is also the chair of that meeting, in accordance with the Quaker Business Method.

iv) A quorum for trustees meetings shall be half of the trustees for the time being.

v) Minutes are to be made in the meeting and accepted and signed in accordance with Quaker Business Method. The trustees shall keep minutes of the proceedings at meetings of the trustees and of any sub-committee.

vi) The trustees may from time to time make and alter arrangements for the conduct of their business, the summoning and conduct of their meetings and the custody of documents. No rule may be made which is inconsistent with this governing document.

vii) The trustees shall report to Manchester and Warrington Area Meeting at least once a year. They shall also refer to the Area Meeting in session any major decisions such as those involving the acquisition, disposal or major alteration of land or buildings.

### **18. Delegation by trustees**

i) The trustees may delegate any of their powers or functions to a committee including two or more trustees but the terms of any such delegation must be recorded by minute.

ii) The trustees may impose conditions when delegating, including the conditions that:

iii) The relevant powers are to be exercised exclusively by the committee to which they are delegated;

iv) No expenditure may be incurred except in accordance with a budget previously agreed with the trustees.

v) The trustees may revoke or alter a delegation.

iv) All acts and proceedings of any such committee must be fully and promptly reported to the trustees.

### **19. Participation in meetings by electronic means**

- i) A meeting may be held by suitable electronic means agreed by the trustees in which each participant may communicate with all the other participants.
- ii) Any trustee participating at a meeting by suitable electronic means agreed by the trustees in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting.
- iii) Meetings held by electronic means must comply with rules (known as right ordering to Quakers) for meetings, including chairing (clerking) and the taking of minutes.

## **20. Saving provisions**

- i) Subject to sub-clause (ii) of this clause, all decisions of the trustees, or of a committee of trustees, shall be valid notwithstanding the participation in any decision of a trustee:

who was disqualified from holding office;

who had previously retired or who had been obliged by the constitution to vacate office;

who was not entitled to take part in the decision on the matter, whether by reason of a conflict of interest or otherwise;

if, without the participation in the decision of that trustee and that trustee being counted in the quorum, the decision has been made by a majority of the trustees at a quorate meeting.

- ii) Sub-clause (i) of this clause does not permit a trustee to keep any benefit that may be conferred upon him or her by a resolution of the trustees or of a committee of trustees if, but for clause (i), the resolution would have been void, or if the trustee has not complied with clause (viii) (Conflicts of interest).

## **21. Execution of documents**

- (i) The CIO shall execute documents either by signature or by affixing its seal (if it has one).

- (ii) A document is validly executed by signature if it is signed by at least two of the trustees.

- (iii) If the CIO has a seal:

- (iv) it must comply with the provisions of the General Regulations; and

- (v) it must only be used by the authority of the trustees or of a committee of trustees duly authorised by the trustees. The trustees may determine who shall sign any document to which the seal is affixed and unless otherwise determined it shall be signed by two trustees.

## **22. Use of electronic communications**

The CIO will comply with the requirements of the Communications Provisions in the General Regulations and in particular:

- i) the requirement to provide within 21 days to any member on request a hard copy of any document or information sent to the member otherwise than in hard copy form;
- ii) any requirements to provide information to the Commission in a particular form or manner.

## **23. Keeping of Registers**



The CIO must comply with its obligations under the General Regulations in relation to the keeping of, and provision of access to, registers of its members and trustees.

#### **24. Annual Report and Accounts**

- i) The trustees shall ensure that an annual report and statement of accounts for Manchester and Warrington Area Meeting (including the meetings it contains) is prepared in compliance with current charities legislation.
- ii) The report and statement of accounts must be presented to Area Meeting in session for consideration and acceptance, not later than eight months after the end of the financial year.
- iii) The trustees shall submit an annual report, annual statement of accounts and annual return to the Charity Commission in compliance with current legislation.
- (iv) The trustees must inform the Commission within 28 days of any change in the particulars of the CIO entered on the Central Register of Charities.

#### **25. Rules**

The trustees may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the CIO, but such rules or bye laws must not be inconsistent with any provision of this constitution. Copies of any such rules or bye laws currently in force must be made available to any member of the CIO on request.

#### **26. Disputes**

If a dispute arises between members of the CIO about the validity or propriety of anything done by the members under this constitution, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation arranged by Manchester and Warrington Area Meeting, then by reference to the Quaker Stewardship Committee of the Religious Society of Friends, before resorting to litigation.

#### **27. Amendment of constitution**

- i) Amendments to this constitution shall be agreed by Manchester and Warrington Area Meeting in session and recorded by minute of the Area Meeting.
- ii) No amendment may be made that affects the object of the Area Meeting (Clause 3), the benefits to trustees (Clause 16), or the voluntary winding up or dissolution (Clause 26) without the prior written consent of the Charity Commission, nor may the charitable status of the Area Meeting be affected.

#### **28. Voluntary winding up or dissolution**

If at a meeting of Manchester and Warrington Area Meeting the members decide that it is necessary or advisable to dissolve the Area Meeting or to amalgamate with another Area Meeting and this is agreed by Meeting for Sufferings, the trustees shall have the

power to realise any assets held by or on behalf of the Area Meeting. Any assets remaining after the satisfaction of any proper debts and liabilities shall, with the agreement of Meeting for Sufferings, be given or transferred to another Area Meeting (provided the objects of that meeting are exclusively charitable), to Britain Yearly Meeting, or to some other charitable institution or institutions having objects similar to that of the Area Meeting, and failing that for such other charitable purpose as Britain Yearly Meeting shall direct. The CIO must observe the requirements of the Dissolution Regulations in applying to the Commission for the CIO to be removed from the Register of Charities.

## **29. Guidance**

In the exercise of its powers and in all matters relating to its administration, Manchester and Warrington Area Meeting (as part of the Religious Society of Friends (Quakers) in Britain) and its trustees shall be guided by The Book Of Christian Discipline and shall follow its provisions in so far as the same are not inconsistent with the terms of this constitution.

## **30. Interpretation**

### Definitions

- i) The Religious Society of Friends (Quakers) in Britain refers to the church in Britain, the Channel Islands and the Isle of Man, in its entirety, including all its local meetings for worship and its constituent meetings for church affairs, as well as all their work. It is referred to herein as the Religious Society.
- ii) Britain Yearly Meeting of the Religious Society of Friends (Quakers) refers to the centrally held and managed policy, property, employment and work of the Religious Society. It is referred to herein as Britain Yearly Meeting.
- iii) Meeting for Sufferings is the standing representative body entrusted with the general care of matters affecting the Religious Society of Friends (Quakers) in Britain.
- iv) Area Quaker Meetings are the main Local Meetings for Church Affairs. They are the level of the Religious Society at which individual membership is held. Each Area Quaker Meeting is a separate charitable entity and may be registered as such with the Charity Commission.
- v) The charity constituted by this document is Manchester and Warrington Area Quaker Meeting of the Religious Society of Friends (Quakers) in Britain (referred to in this document as Manchester and Warrington Area Meeting or the Area Meeting).
- vi) The Book of Christian Discipline means the Book of Christian Discipline of The Religious Society of Friends (Quakers) in Britain and shall include not only the current edition but also (where the context so admits) all subsequent revisions. The current edition is *Quaker Faith and Practice* (London 2013 subject to subsequent revisions agreed by Britain Yearly Meeting)

agreed by Britain Yearly Meeting)

vii) The term Friend refers to a member of the Religious Society.

viii) The term Attender refers to a person who is not a member of the Religious Society but who regularly attends its meetings for worship.

In this constitution:

“connected person” means:

(a) a child, parent, grandchild, grandparent, brother or sister of the trustee;

(b) the spouse or civil partner of the trustee or of any person falling within paragraph (a) above;

(c) a person carrying on business in partnership with the trustee or with any person falling within paragraph (a) or (b) above;

(d) an institution which is controlled –

(i) by the trustee or any connected person falling within paragraph (a), (b), or (c) above;  
or

(ii) by two or more persons falling within sub-paragraph (d)(i), when taken together

(e) a body corporate in which –

(i) the trustee or any connected person falling within paragraphs (a) to (c) has a substantial interest; or

(ii) two or more persons falling within sub-paragraph (e)(i) who, when taken together, have a substantial interest.


Section 118 of the Charities Act 2011 shall apply for the purposes of interpreting the terms used in this constitution.

“General Regulations” means the Charitable Incorporated Organisations (General) Regulations 2012.


“Dissolution Regulations” means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012.

The “Communications Provisions” means the Communications Provisions in Part 9 of the General Regulations.

“trustee” means a charity trustee of the CIO.

Signed:  Clerk of Manchester and Warrington  
COLIN MCKENZIE Area Meeting

and one of the following:

 Assistant Clerk of Manchester and  
MARGARET CAWTHRA Warrington Area Meeting

## Trustee Handbook Appendix 2

### Hospitality and Facilities Agreement between Manchester and Warrington Area Quaker Meeting and Quaker Trading (Manchester & Warrington) Limited

#### Definitions

**M&WAQM:** Manchester and Warrington Area Quaker Meeting, registered charity number 1172087.

**M&WAQM Trustees:** The Trustees of M&WAQM.

**The Trading Subsidiary:** Quaker Trading (Manchester & Warrington) Limited; registered in England, number 03094920; registered address 6 Mount Street, Manchester M2 5NS; also carries out business at the Friends' Meeting Houses at Eccles, Sale, South Manchester & Warrington.

**The Board:** The board of directors of Quaker Trading (Manchester & Warrington) Limited.

**The Companies Act:** The Companies Act 2006 as amended by any amendment from time to time in force.

#### 1. **Purpose of Agreement**

- 1.1 M&WAQM Trustees have set up a company to trade on their behalf using the hospitality and facilities available in each of the Friends' Meeting Houses in Central Manchester, Eccles, Sale, South Manchester and Warrington.
- 1.2 The purpose of this agreement is to specify the duties and responsibilities of Quaker Trading (Manchester & Warrington) Limited and to define the relationship between M&WAQM Trustees and the Trading Subsidiary.

#### 2. **Objectives of the Trading Subsidiary**

- 2.1 Quaker Trading (Manchester & Warrington) Limited is a company limited by Guarantee, number 03094920 which was registered on 24.08.1995 (originally under the name of Manchester DPM Trading Limited). The sole member is Manchester and Warrington Area Quaker Meeting, registered charity number 1172087.
- 2.2 The Memorandum of Association of the Trading Subsidiary gives the objects as including:

*A. To carry on all manner of trading and business activities and to provide support, financial or otherwise, to the charity known as Hardshaw East Monthly Meeting of the Religious Society of Friends (Quakers), [now M&WAQM] religious charity excepted for registration under SI 1996, uo180, [now registered] as long as such activities are not incompatible with the objectives of the aforementioned charity.*

...

## Trustee Handbook Appendix 2

*N. To make any donations for social or charitable purposes either cash or assets which the Company may deem expedient, and in particular to support the charity known as Hardshaw East Monthly Meeting of the Religious Society of Friends (Quakers) [now M&WAQM].*

### 3. **Directors of Quaker Trading (Manchester & Warrington) Limited**

- 3.1 The Trading Subsidiary is governed by directors as described within its Articles of Association.
- 3.4 Directors must satisfy the legal requirements for directors of companies as stated in the Companies Act.
- 3.5 Directors must be made aware of their legal responsibilities and liabilities under company law for their actions.

### 4. **The Board**

- 4.1 The Board meets as frequently as needed for monitoring the on-going performance, forward planning, discernment and accountability of the Trading Subsidiary. Meetings are conducted according to normal Quaker practice. The quorum for meetings is half the directors.
- 4.2 The Board shall appoint a Chair from amongst the directors.
- 4.3 The Board should seek to fulfil the objectives of the Trading Subsidiary consistent with working with M&WAQM Trustees to further the long term plans for M&WAQM in a Quaker ethos.
- 4.4 The Board should keep records of health and safety incidents, customer problems and any complaints.
- 4.5 The Board should produce a Business Plan, reviewed periodically, for the services it provides and communicate it to M&WAQM Trustees and staff.
- 4.6 The Board should report regularly to M&WAQM Trustees in ways mutually agreed. The Board should respond promptly to requests from M&WAQM Trustees.

### 5. **Vision and Values**

Quaker Trading (Manchester & Warrington) Limited runs under Quaker auspices and ensures that employment practices and services offered to customers reflect Quaker values, including those of integrity, equality, simplicity and sustainability. The Company has a vision, reviewed regularly, which emphasises quality, responsiveness and willingness to communicate to Quakers, customers and staff.

## Trustee Handbook Appendix 2

### 6. Uses of space in Friends' Meeting Houses

#### 6.1 Purposes

6.1.1 The purposes of owning M&WAQM properties are for:

- a) The holding of Area and Local meetings for worship;
- b) The holding of meetings for the committees of M&WAQM;
- c) The effective carrying out of the work of M&WAQM as determined by M&WAQM Trustees; and
- d) Generating income to support the work of M&WAQM.

6.1.2 The work of M&WAQM includes presenting a strong Quaker image in and around the buildings (including the gardens) and creating a friendly atmosphere reflecting Quaker values on hospitality and a safe haven.

6.1.3 The generating of income to support the work of M&WAQM is achieved by letting out spare space to groups or individuals, either on a short-term day or part day basis or on longer-term tenancies via the Trading Subsidiary. Facilities are offered to a great variety of organisations as a general reflection of Friends' long held belief in the rights of everyone to express diverse opinions, so long as they are not in contravention of the testimonies of the Religious Society of Friends as reflected in the current lettings policy.

6.2 Long term maintenance: A rolling programme of long term maintenance is to be proposed by M&WAQM Trustees. This includes a programme of decoration and replacement of fittings and furnishings and of heating, cooling and lighting facilities. The programme of work is implemented by the Trading Subsidiary.

### 7. Provision of Hospitality in Friends' Meeting Houses

7.1 The Trading Subsidiary is responsible for operating the following services in properties owned by M&WAQM:

- a) Letting out space to users on either short term or long term contracts.
- b) Aiming to provide catering, using ecologically and sustainably sourced produce wherever possible.
- c) Providing audio-visual and IT services to customers.

7.2 The Trading Subsidiary will provide any other services as agreed between the Trading Subsidiary and M&WAQM Trustees.

## Trustee Handbook Appendix 2

### 8. Provision of Facilities in Friends' Meeting Houses

- 8.1 The Trading Subsidiary is responsible for providing a facilities management service to M&WAQM covering reception, cleaning, office services and maintenance of M&WAQM buildings and gardens. The aim at all times is to keep improving health, safety and accessibility, whilst reducing the environmental impact and carbon footprint.
- 8.2 The Trading Subsidiary ensures that all staff have access to a full range of office services, including telephones, copies, printers and IT equipment. These services are reviewed regularly to keep pace with developments in technology.

### 9. Policies covering Hospitality and Facilities

- 9.1 All policies for hospitality and facilities are the ultimate responsibility of M&WAQM Trustees and must be approved by M&WAQM Trustees. Policies and changes to policy are recorded in the minutes of M&WAQM Trustees.
- 9.2 The interpretation of policies concerning the Trading Subsidiary is initially the responsibility of the Executive Officer who consults the clerk of M&WAQM Trustees and other members of M&WAQM where necessary.
- 9.3 The policies include, but are not limited to:
- a) A lettings policy for the hire of rooms;
  - b) A health and safety policy;
  - c) An equal opportunities policy;
  - d) The relevant financial reporting standards applicable under charity and company law.

### 10. Operations of the Trading Subsidiary

#### 10.1 Staff

The operations of the Trading Subsidiary are undertaken by staff employed by both M&WAQM and Quaker Trading (Manchester & Warrington) Limited on M&WAQM terms and conditions. They report to the Executive Officer who reports to the clerk of M&WAQM Trustees. The Executive Officer is responsible for all employment matters and may delegate these to other staff at their discretion. The Trading Subsidiary shall ensure that all M&WAQM staff members are trained to undertake their duties.

#### 10.2 Health and Safety

The Trading Subsidiary is responsible for adhering to all legislative and health and safety requirements and for carrying out an annual and safety audit on behalf of

## Trustee Handbook Appendix 2

M&WAQM Trustees and acting on any areas of concern.

### 10.3 Financial regulations

The Trading Subsidiary shall abide by relevant financial reporting standards applicable under charity and company law.

## 11. **Finances**

- 11.1 Quaker Trading (Manchester & Warrington) Limited is a wholly owned subsidiary of M&WAQM and exists for the sole purpose of earning funds to give to M&WAQM for its charitable purposes.
- 11.2 The finances of the Trading Subsidiary are kept by the Finance Manager using the same procedures and accounting standards as M&WAQM.
- 11.3 Quarterly accounts are produced by the Finance Manager and presented to the Trustees with commentary and recommendations as appropriate. The Trustees should review these and if appropriate recommend any action.
- 11.4 The Annual Report and Accounts of M&WAQM and the Trading Subsidiary are produced according to the requirements of charity SORP FRS 102 (or any subsequently issued SORP) and company law. The Annual Report and Accounts should be approved by M&WAQM Trustees and filed with Companies House and the Charity Commission on time.
- 11.5 A procedure for cost-allocation between the accounts of M&WAQM and the accounts of the Trading Subsidiary shall be agreed between the Board of Directors and M&WAQM Trustees.

## 12. **Standards of service**

- 12.1 The Trading Subsidiary shall benchmark its hospitality operation against a national recognised Quality Assurance system and abide by Quaker principles of ethical sourcing. It shall ensure that standard operating policies are in place for the safe and proper handling and storage of food and beverages.
- 12.2 The Trading Subsidiary regularly consults with customers on their experience of using the facilities and on the service provided and records such feedback. This shall be reviewed by M&WAQM Trustees annually.

## 13. **Problem Resolution**

Any operational disagreements between the Trading Subsidiary's staff and its directors, where resolution is not possible, shall be referred to M&WAQM Trustees for resolution. Should disagreement continue, the decision of M&WAQM Trustees,



## Trustee Handbook Appendix 2

as representing the owners of the Trading Subsidiary, shall prevail, except that M&WAQM Trustees may not make decisions which cause the directors of the Trading Subsidiary to act illegally.

### 14. **Review of Agreement**

This agreement should be viewed as a living document which can be updated to reflect changing environment, markets and circumstances. It shall be reviewed as deemed appropriate.

*Accepted by:*

*Clerk of M&WAQM Trustees (Trustees' Minute 03/2017 of 23.02.2017)*

*Clerk of M&WAQM (Area Meeting Minute 25/2017 of 09.03.2017)*

*Board of Quaker Trading (Manchester & Warrington) Limited (Board Minute 06/2017 of 20.07.2017)*

## Memorandum of Understanding: Manchester and Warrington Area Meeting

November 2018

	<b>Manchester and Warrington Area Meeting will...</b>	<b>Manchester and Warrington Area Meeting Trustees will...</b>	<b>Each <u>Local Meeting</u> will...</b>	<b>Manchester &amp; Warrington <u>Staff</u> will...</b>
<b>Finance</b>				
<b>Local meeting bank accounts</b>		AM Treasurer: review accounts	LM Treasurer: manage account	Finance Manager: receive accounts; offer help & advice as required
<b>Schedules &amp; Contributions</b>		AM Treasurer: draft cover letter & agree with trustees	Ensure Friends are aware of needs & obligations: <b>Qfp 4.33(g)</b>	Finance Manager: produce receipts; manage Gift Aid
<b>Investments</b>	Approve overall investments policy	Agree investments policy; take professional advice		Finance Manager: work with professional advisers to ensure policy applied
<b>Reserves</b>	Note overall reserves policy	Agree reserves policy; take advice (e.g. from QSC)		Finance Manager: ensure policy applied
<b>Accounting records &amp; annual accounts</b>	Accept annually: <b>Qfp 4.10(l)</b>	AM Treasurer: prepare accounts & report  Trustees: scrutinise & accept accounts	LM Treasurer: provide local accounts for inclusion	Finance Manager: work with AM Treasurer to prepare accounts
<b>Meeting Houses</b>				
<b>Day to day maintenance, repairs and redecorations, plus vandalism</b>		Set an annual budget to cover expenses	Appoint PC.  PC: monitor condition & report problems, recognising that staff will need to prioritise works; annually consider possible future needs & feed into budget process	Ops: Both respond to requests for action and monitor condition of buildings; consider ongoing, periodic and future needs using quinquennial review process & propose budget  Office: receive customer feedback on conditions & refer

**Memorandum of Understanding: Manchester and Warrington Area Meeting**

November 2018

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				to Ops as necessary
<b>Major works</b>	Make final decisions on proposed major works	Consider & agree any proposals made by staff after discussion with LMs; recommend & present to AM	PC: discuss proposals with staff & agree which should go to Trustees; communicate with whole LM	Ops: obtain quotes to help in planning; prepare proposals for discussion with local PC & AM Trustees; project manage agreed works
<b>Cleaning</b>		Ensure compliance with employment & health & safety law.		Local staff: undertake any cleaning as agreed in contract  Ops: line manage local staff & employ contract cleaners as required; advise on health & safety as required  Office: receive customer feedback on conditions & report to Ops as necessary
<b>Grounds Maintenance</b>	Agree any overarching plans in relation to grounds to ensure they demonstrate Quaker testimonies as much as possible	Ensure compliance with employment & health & safety law	PC: monitor & report concerns; discuss plans & strategies for maintenance with Ops	Local staff: undertake gardening & maintenance work as agreed in contract, in line with agreed overarching plans  Ops: line manage staff & employ contractors as required; advise on health & safety as required.
<b>Grounds at Sale:</b>	Charge Sale LM	Remain legal	Sale LM: accept	Ops: work

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November 2018

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<p>Long term Stewardship of the earth and site of remembrance, including monuments.</p> <p>The financial costs of caring for the grounds are shared equally between Area Meeting and Sale Meeting.</p>	with oversight of the grounds, intended as a Burial Ground	owners	<p>the long term care of the Burial Ground in all its aspects, including the columbarium, Jackson's Row Memorial, stonework and driveways.</p> <p>Agree upon a long term strategy, possibly involving AM Friends with an interest in issues raised, i.e. historical, environmental.</p> <p>PC: take appropriate professional advice.</p>	<p>alongside Sale LM in implementing the long term strategy agreed by Sale Friends; appoint those who can give 'appropriate professional advice' &amp; agree all necessary contracts; be involved in discussions concerning the practical focus of care of the grounds e.g. health and safety.</p>
<b>Maintenance contracts</b>		[QT/CIO is contracting party]	PC: report any concerns, recognising that staff may not be able to end contracts prematurely; provide info to help staff review contracts	Management team sign contracts as agents of QT/CIO; review contracts periodically for cost & quality
<b>Setting the terms of room hiring</b>		Review terms periodically		Suggest any amendments as required
<b>Signing hiring agreements</b>		[QT is contracting party]		Office: sign as agents of QT
<b>Legal</b>				
<b>Health and safety</b>		Ensure compliance with health & safety law to ensure safety of all staff, volunteers, customers &	Seek and follow guidance & support from staff where necessary	<p>All staff: take appropriate care for own health &amp; safety and that of others</p> <p>SMT: ensure staff</p>

## Memorandum of Understanding: Manchester and Warrington Area Meeting

November 2018

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		visitors		trained; ensure appropriate policies in place, accident book in use, etc.  Ops: monitor compliance, be aware of legislative changes & advise as required
<b>Child protection</b>	Adopt & review AM Safeguarding Policy <i>Qfp 4.14</i>	Be aware of up to date guidance & info sources	Ensure policies are complied with locally	
<b>Data protection</b>	Handle data in compliance with the law	Ensure legal compliance	Handle data in compliance with the law	EO: Act as data controller; advise Trustees as appropriate
<b>Employment issues</b>		Ensure compliance with employment law	Discuss concerns relating to any AM staff with SMT	SMT: line manage employees
<b>Insurance</b>		Decide on appropriate level of cover & budget for it	Inform SMT of any matters relevant to insurance e.g. reported incidents, potential hazards	SMT: ensure employees act in accordance with conditions of policy (e.g. not intoxicated etc.)
<b>Risk management</b>	Ensure AM events are risk assessed	Keep a risk register	Ensure LM events are risk assessed	SMT: provide Trustees with suggested risk register; undertake risk assessments for QT; assist with risk assessments for AM events e.g. garden party
<b>Quaker Work</b>				
<b>Meetings for worship</b>	Annually review the right holding of meetings for worship in constituent LMs		Make arrangements for the regular holding of public meetings for	

## Memorandum of Understanding: Manchester and Warrington Area Meeting

November 2018

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	<b>Qfp 4.10(a)</b>		worship <b>Qfp 4.33(a)</b> ; report annually to AM	
<b>Eldership &amp; oversight</b>	Appoint elders & overseers, expecting them to meet regularly & to seek appropriate training <b>Qfp 4.10(d)</b>	Ensure there is a budget for role holder training	Support elders & overseers to meet locally	
<b>Nurture of children</b>	Receive a report annually from AM children & young people's committee (CYPC); support CYPC to arrange AM events		Make appropriate provision for children <b>Qfp 4.33(d)</b>	
<b>Nurture of newcomers</b>			Ensure appropriate systems in place to welcome, nurture & sustain (e.g. doorkeepers, visitors' book etc.) <b>Qfp 4.33(c)</b>	
<b>Meetings for business</b>	Take responsibility for the right ordering of business meetings locally & at AM itself <b>Qfp 4.10(b)</b>		Conduct LM for business in right ordering <b>Qfp 4.33(e)</b>	
<b>Library</b>	Keep an overview of local libraries <b>Qfp 4.10(r)</b>		Maintain a library & encourage use <b>Qfp 4.33(n)</b>	
<b>Outreach</b>	Take a lead in AM-wide activities e.g. Quaker Quest		Consider local outreach <b>Qfp 4.33(k)</b>	AM Admin: support
<b>Links with other churches</b>	Appoint certain roles		Form links <b>Qfp 4.33(o)</b>	
<b>Other</b>				
<b>Records/ Archives</b>	Appoint keepers of documents;		Preserve certain records <b>Qfp</b>	Liaise with keepers of

## Memorandum of Understanding: Manchester and Warrington Area Meeting

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	ensure records held appropriately <b>Qfp 4.10(j)</b>		<b>4.33(i); 4.40</b>	documents re. storage as needed
<b>Keeping up with legislation</b>	Delegate to trustees ??? <b>Qfp 4.10(t)</b>	Monitor relevant developments; subscribe to relevant mailings from BYM etc.	Monitor relevant developments, as advised by AM <b>Qfp 4.33(t)</b>	EO: monitor relevant developments; advise Trustees as required
<b>Membership records &amp; List of Members &amp; Attenders (LoMA)</b>	Appoint Asst Clerk (Membership); ensure records kept & updated <b>Qfp 4.10(f) &amp; (g)</b>		Read over names annually & supply info	AM Admin: support
<b>Tabular Statement</b>	Appoint Asst Clerk (Membership); ensure returned <b>Qfp 4.10(h)</b>			
<b>Marriages</b>	Appoint RO; appoint meetings as required <b>Qfp 4.10(o)</b>			AM Admin: support
<b>Deaths, funerals &amp; Burials</b>	Record deaths of members; appoint Friends to give advice on funerals etc. <b>Qfp 4.10(p)</b> ; supervise & record burials etc. <b>Qfp 4.10(q)</b>		Local Elders arrange funerals for Friends in their LM, liaising with the family and with the funeral services	AM Admin: support with notification
<b>Matters specific to one LM</b>				
<b>Working time table between Sale Premises Committee and the Operations Team</b>			PC: meet regularly.  Clerk of PC: request agenda items from Friends & Ops staff; circulate agenda & financial reports to PC 1 week before meeting;	Ops: line manage staff; obtain report from caretaker; provide financial report to clerk of PC at least 1 week before meeting; ensure Ops Mgr or AM Admin attend PC meetings & can

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November 2018

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			take minutes & circulate to PC; report back to LM	speak to written reports; provide fortnightly update on work at Sale to PC clerk

Abbreviations used above:

AM – Area Meeting

AM Admin – Administration Co-Ordinator

EO – executive officer (staff)

LM – Local Meeting

PC – Premises Committee of LM

Office – staff responsible for bookings, marketing etc.

Ops – Operations Team (staff)

QT – Quaker Trading (Manchester & Warrington) Limited – Area Meeting’s trading subsidiary

SMT – senior management team (staff)