

# **Constitution of Islamic Centre Upton Park**

**72, 74 Selwyn Road, London E13 0PY**

- I.** The name of the organisation will be “The Islamic Centre Upton Park” hereinafter called the “The Centre”.

**II. Aims and Objectives:**

To promote the religion of Islam. In furtherance thereof, but not otherwise, the Centre will provide facilities for congregational prayers, performing of marriages, funeral arrangements and a resource centre for other religious, educational, social and cultural needs and with a particular emphasis on the needs of the young, women and elderly.

To purchase, acquire or otherwise establish a centre to be used as a mosque, religious school and other religious, cultural and social needs of the community it serves.

To work with other communities for greater understanding, harmony and community interactions for good neighbourhood

To work with other organisations for the betterment of Muslim community and to meet our local needs.

**III. Membership**

**Ordinary Members:**

The membership of the Centre is open to Muslims living in the area bounded by Green Street in the East, Plashet Road and Portway in the north, Plaistow Road and Greengate in south, all within the London Borough of Newham. Who believe in the finality of Prophet Mohammed (PBUH) and who are 18 years of age. They shall be eligible to become members after paying the membership fee, as determined by the Managing Committee from time to time.

**Honorary Members:**

The executive Committee may appoint Patrons of the organisation in recognition of the contribution of individual Members of the organisation or others who have demonstrably assisted in the cause of the organisation. Such appointments are to be reviewed at every 3 yearly intervals.

**Life Members**

Those who have paid £500 in the past must also pay the yearly membership fee to remain members of the Centre.

#### **IV. Termination of Membership:**

- (a) Any Member may resign his membership by giving notice in writing to the General Secretary.
- (b) Offenders: If any member of the Centre shall be convicted of any criminal offence (except any traffic offence) or adjudged Bankrupt, he shall thereupon cease to be a member except that the Managing Committee shall have the power to reinstate him as a member, after a period of five years.
- (c) Expulsion: If at any time the Managing Committee is of the opinion that a member, due to his actions and behaviour, is unworthy of continuing as a member, the committee may give a 14 day notice to the member, whereby they will be invited to submit an explanation. After consideration of such explanation, the Managing Committee will have the power to remove that person from being a member for such period as the Committee considers proper.

#### **V. Managing Committee:**

- (a) The management of the Centre shall be in the hands of the Managing Committee consisting of a President, Vice President, Secretary, Assistant Secretary, Treasurer, Assistant Treasurer and not more than 9 Committee members.
- (b) The elections of the Centre shall be held every 3 years or whenever demanded by a two third majority of the members before the expiry of the 3 year term.
- (c) Casual Vacancies: The Managing Committee shall have the power to appoint a member to fill any vacancy occurring in the Managing Committee, including office bearers.
- (d) Meeting: The Managing Committee shall meet at least once in every month. Eight members shall form a quorum. Minutes shall be recorded and shall be available to members for inspection, upon application to the Secretary.
- (e) Non-attendance: Any member of the Managing Committee who absents himself without reasonable excuse from 3 consecutive meetings of the Managing Committee shall cease to be a member of that body.

(f) Election Committee: An Independent election Committee consisting of non-members of the Centre, shall be appointed by the Managing Committee before the elections. The election committee shall consist of 3 members, including a Returning officer who will receive all nominations and conduct the election. Members of the election committee will not be eligible to stand in the election for any positions.

(g) The Managing Committee, once elected shall appoint the following Sub Committees:-

- i) The Mosque Affairs
- ii) Educational and Child Protection
- iii) Social and Welfare
- iv) Youth
- v) Women
- vi) Building
- vii) Employment
- viii) Finance

All Sub Committee will have a chair and no more than three members. The Managing Committee reserves the right to appoint person/persons with special skills from time to time for a set duration, based on the needs to any sub committees. Additional Sub Committees may be formed from time to time based on the needs of the organisation.

The meetings of all sub committees needs to be minuted and shall have to be approved by the managing committee on a regular basis. The roles and responsibilities of the sub committees are to be agreed and approved by the Managing Body.

- (h) An Imam shall be a Member of the Managing Body in an advisory capacity, with no voting rights and shall rotate every six months.
- (i) The Managing Committee may co-opt additional Members to reflect workload demands and/or to meet shortfalls in expertise and relevant experience.
- (j) To be legible to seek nominations to the Managing Committee, an individual shall have been an ordinary paid up Member of the organisation for a period of no less than two years from the date of the AGM.

## **VI. General Meetings:**

- (a) The annual General meeting of the Centre shall be held in the month of June each year, at a date to be decided by the Managing Committee
- (b) The annual General meeting will receive a report of the Managing Committee and the accounts of the Centre for the previous year. The meeting will also discuss and decide any motion submitted, as hereinafter provided.
- (c) any member desirous of moving any motion at the annual general meeting shall give notice thereof in writing to the secretary no less than 7 days before the date of the AGM .
- (d) The members shall be given a notice of the meeting at least 21 days before the date thereof and no business other than that contained in the notice shall be brought at the meeting.

### **Special General Meeting**

The Managing Committee may call a special General meeting at any time, for any special purpose and shall also do so upon the requisition in writing of one third of the paid up members of the Centre: such requisition shall state the purpose for which the meeting is being required.

Members of the Centre shall be given a notice of at least 7 days for such a General Meeting.

### **Voting**

At any General Meeting, the President or the Vice President and in their absence, any office bearer shall take the chair. Every Ordinary member shall be entitled to one vote upon every motion and in the case of equality of votes, the Chairman shall have a casting or second vote. The Managing Committee may make arrangement for enabling members to vote by proxy, in writing.

### **Quorum**

At any annual or special General Meeting, 30 members or one third of the paid membership of the Centre whichever is more, shall constitute the quorum.

## **VII. Finances**

- (a) The Financial year shall end on 31 January of each year, to which the date the accounts of the Centre shall be made up.
- (b) Audit: The Managing Committee shall appoint accountants to prepare accounts of the Centre for consideration at the Annual General Meeting.
- (c) All monies received shall constitute the funds of the Centre and be paid immediately into a bank. For any subscription or donation received, an official receipt shall be issued.
- (d) The expenditure thresholds are as follows:
  - a) Upto £200 - Treasurer
  - b) Between £201 - £5000 - The Finance Sub Committee must approve
  - c) Above £5000 – The Managing Committee must approve
- (e) There shall be at least three authorised signatories to operate a Bank Account, consisting of the President, Secretary and the Treasurer. A cheque shall be signed by at least two out of the three signatories.
- (f) For all expenditure above £1000 competitive quotations or tenders shall be invited.
- (g) The income and expenditure is to be applied solely for furthering the aims and objectives of the Centre
- (h) The indemnity insures will cover trustees and the office bearers as may be needed.
- (i) No Trustee or Managing Committee Members shall receive any payment of any kind or any benefit from the Centre.

## **VIII. Trustees**

There shall be five Trustees of the Centre always. The first Trustees shall be appointed by the general body of the Centre and the property of the Centre shall vest in them. Other than money and cash which will be under the control of the Managing Committee. The Trustees shall be Ordinary members of the Centre, not being members of the Managing Committee. The Trustees shall be indemnified of the Centre against loss or expense arising from their position as such. They shall remain in office until death, resignation or removal by resolution of the Managing Committee, in which case the Managing Committee will have the power to appoint a new Trustee or Trustees.

- (a) The Trustees shall have the following powers:-
- (b) The Trustees will hold the property and assets of Centre upon trust to use and maintain the same for aims and objectives of the Centre as mentioned above.

- (c) The Trustees may from time to time acquire by purchase exchange, gift or otherwise other freehold or leasehold land or premises for the purposes of the Centre.
- (d) If for any reason any part of the premises from time to time occupied for the purposes of the Centre should in the opinion of the Trustees become unsuitable or not be required for such purposes, the Trustees may (with the consent as by Law) sell, exchange or lease the same.
- (e) The trustees may apply the proceeds of sale of such premises and the rents and profits thereof for the purchase of other land or premises for the purposes of the Centre and in fitting, equipping and furnishing the same.
- (f) The Trustees from time to time either expressly or by implication delegate their powers and may employ any agent, servant or representative to transact all or any business of whatsoever nature required to be done in furthering the purposes of the Centre and the Trustees shall not be responsible for the defaults of any agent or servant so employed.
- (g) In the professed execution of the Trusts hereof no Trustee shall be liable for any loss to the Trust assets arising by reason of any improper investment made in good faith or for the negligence or fraud of any agent employed by the Trustees.
- (h) The purposes for which Under Section 71 of the Settled Land Act 1925 a tenant for life may raise money by mortgage shall include and extend to any purpose for which the Trustees may from time to time consider it to be desirable to raise money by mortgage and so that (in particular) money so raised shall be applicable to effecting any improvement on the Trust property which the Trustees Surveyor may certify it to be desirable and in the same manner and for the same purpose in and for which capital may be expended.

## **IX. Amendments and Interpretation**

- (a) Any alteration or amendment to this Constitution shall bear the consent of at least two thirds of members present at any annual or special General Meeting.
- (b) A motion for amendment to the Constitution must be given to the Secretary in writing, on receipt of which the Secretary will give a notice of at least 14 days to the members of the centre.

## **X. Dissolution:**

In the event of dissolution of the centre, any assets remaining after the satisfaction of all debts and liabilities, shall be transferred to a charitable organisation having similar aims and objects.