

AFRICA MASTERPIECE CHILDREN COMMUNITY DEVELOPMENT ASSOCIATION CONSTITUTION

1. NAME

The name of the organisation shall be the **Africa Masterpiece Children Community**.

2. OBJECTIVES

The Association has been established to:

2.1

Promote the benefit of the inhabitants of Mkuru, Uwiro Village (Arusha District) and its environs (hereinafter described as "the area of benefit") without distinction of age, sex, race, political, religious or other opinion. It will so do by associating the statutory authorities, voluntary organisations and inhabitants in a common effort to advance education and to provide facilities in the interests of the social welfare, education, recreation or other leisure-time occupation with the object of improving the conditions of life for the said inhabitants;

2.2

In particular the Association will

- a) Advance through education the skills and knowledge of the inhabitants of the area of benefit.
- b) Facilitate the greater involvement of marginalised sections of the wider community, all genders, age groups, the disabled and ethnic minorities in the life of the community.
- c) Promote awareness of the history, folklore and cultural heritage of the area.
- d) Encourage acceptance, understanding and appreciation of the cultural diversity of the area of benefit
- e) Promote, by education and encounter, good community relations with other groups and cultural traditions and to interact with same in a spirit of peace and Community reconciliation.
- f) Encourage access to volunteers who want to know the local culture, respecting the customs and traditions, bringing other skills both at work and educational level. For example, offering extracurricular courses to learn the English language or to teach how to cultivate.

2.3

In furtherance of the above objective, but not further or otherwise, the Association may:

2.3.1

Provide or secure the provision of social services, educational and recreational facilities and practical assistance for residents within the area of benefit.

2.3.2

Provide, maintain and equip or assist in the provision, maintenance and equipment of premises and facilities designed to carry out the objectives of the Association.

2.3.3

Promote and carry out, or assist in promoting and carrying out research, surveys and investigations and publish the useful results thereof;

2.3.4

Organise or assist in organising meetings, lectures, classes and exhibitions and publish or assist in publishing reports, periodicals, recordings, books or other documents or information.

2.3.5

Obtain collect and receive money by way of grants, donations, bequests, legacies or other lawful method, provided that the Association may not engage in any form of permanent trading.

2.3.6.

Purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights and privileges necessary for the promotion of the above objectives and construct, maintain and alter any buildings or erections which the Association may think necessary for the promotion of its objectives;

2.3.7

Make any regulations for any property, which may be so acquired.

2.3.8

Subject to any consents as may be required by law, sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Association with a view to the furtherance of its objectives.

2.3.9

Receive money on deposit or loan and borrow or raise money in such a manner as the Association shall think fit, subject to such consents as may be required by law;

2.3.10

Invest the Monies of the Association not immediately required for the furtherance of the said objectives in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) as may for the time being be imposed or required by law;

2.3.11

Recruit and train volunteers with relevant skills to carry out the objectives of the Society.

2.3.12

Employ and pay any person or persons, not being a member of the Management Committee referred to below ("the Committee") to supervise, organise and carry on the work of the Association and make all reasonable and necessary provision for the payment of remuneration to any employees.

2.3.13

Promote and organise co-operation in the achievement of the above objectives and to that end to work in co-operation with local authorities and other voluntary organisations engaged in the furtherance of the above objectives in the area of benefit;

2.3.14

Do all such other lawful things as may be necessary for the attainment of the above objectives or any of them.

3 MEMBERSHIP

3.1

Membership of the Association shall be open to the following, irrespective of their sex or sexual orientation race, political affiliation, nationality or religious persuasion who share the objects of the Association and make an annual membership subscription to it.

3.1.1

Membership is open to all persons aged sixteen years or over, who subscribe to the objects of the Association and who live within the area of benefit and whose applications for membership the Committee accepts. Such persons shall be called Individual Members and shall be entitled to vote at meetings of the Association.

3.1.2

Organisations operating within the area of benefit, whether voluntary or statutory, may upon application to and with the approval of the Committee, be admitted as Affiliated members and such approval shall not be unreasonably withheld. Each of the Affiliated organisation shall be entitled to one single vote at meetings of the Association.

3.1.3

Well-wishers from other than the area of benefit, or other persons who, in the opinion of the Committee have special knowledge or experience to offer to the Association may be admitted at the discretion of the Committee as Associated Members. An Associated Member shall be entitled to attend at meetings of the Association but shall not be entitled to vote at any such meeting.

3.1.4

The Committee may with the approval of the General Meeting award an Honorary Membership to such persons who have given distinguished service to the Association or have particular affiliation to the Association.

3.1.5

A membership subscription, as determined from time to time by the Committee and approved at the annual general meeting, will be payable annually by each member, excepting Honorary Members. Any failure to pay such subscription by the end of the Association's financial year will revoke the membership and deny the right of the member to vote at the AGM or to be nominated for membership of the Committee of the Association.

3.1.6

The Association reserves the right to withdraw membership, at the ultimate discretion of the Committee, from any member whose actions or conduct causes the Association to be brought into disrepute or who demonstrates that they do not share the objects of the Association.

4 FINANCE

4.1

The Association shall be non-profit making. All monies raised by or on behalf of the Association shall be applied to further the objectives of the Association and for no other purpose, provided that nothing herein contained shall prevent the payment of legitimate out-of-pocket expenses to members of the Association engaged upon the approved business of the Association.

4.2

The Honorary Treasurer shall keep proper accounts of the finances of the Association.

4.3

The financial year of the Association shall run from 1st April to 31st March

4.4 An auditor or auditors who shall be appointed at the Annual General Meeting shall audit the accounts at least once a year.

4.5

An audited statement of accounts for the last financial year shall be submitted by the Committee to the Annual General Meeting.

4.6

A bank account shall be opened in the name of the Association with Alliance Leicester Commercial Bank or with such other bank, as the Committee shall from time to time decide. The committee shall authorize in writing the Honorary Treasurer and 2 other members to sign cheques on behalf of the Association. All cheques must be signed by not less than 2 of the 3 authorised signatories.

5.

TRUST PROPERTY

The Association may appoint and may terminate the appointment of not less than 3 people to act as Trustees for the purpose of holding any Monies or property belonging to the Association. The title to all or any such real and/or personal property, which may be required by or for the purposes of the Association, shall be vested in the Trustees who shall hold such property in trust for the Association. The Trustees shall act under the instructions of the Committee who shall, subject to the approval and consent of the Association as determined by a General Meeting, have power to fill vacancies among the Trustees.

6.

ANNUAL GENERAL MEETING

The first Annual General Meeting of the Association shall be held not later than the 31st April 2021 and in each subsequent year not later than 30th April. An Annual General Meeting of the Association shall be held at such place and time (not being more than 15 months after the holding of the preceding Annual General Meeting), as the Committee shall determine.

At such Annual General Meeting the business shall include the following:

- The election of members to serve on the Committee;
- The appointment of an auditor or auditors;
- The consideration of an Annual Report of the work done by or under the auspices of the Committee;
- The consideration of the audited accounts;
- The transaction of such other matters as may from time to time be considered necessary.

7 ALTERATIONS TO THE CONSTITUTION

7.1

Any alterations to this Constitution shall receive the assent of not less than two thirds of the members of the Association present and voting at the Annual General Meeting or a meeting specially called for the purpose provided that notice of any such alteration shall have been received by the Honorary Secretary in writing not less than 7 clear days before the meeting at which the alteration is to be brought forward.

7.2

At least 7 clear days' notice in writing of the meeting, setting forth the terms of the alteration to be proposed, shall be published by the Honorary Secretary in a manner, which is accessible to each member of the Association, provided further that no alteration shall be made which would cause the Association to cease to be a charity at law

Adopted by the Management Committee of Africa Masterpiece Children Community
Development Association on

Date _____

Signed.