

# MUSLIM KHOJA SHIA ITHNA-SHERI COMMUNITY OF PETERBOROUGH

## Constitution 2013 (Adopted 6<sup>th</sup> September 2013)

### 1. TITLE

1. The name of the Community shall be “The Muslim Khoja Shia Ithna-Asheri Community of Peterborough” (hereinafter referred to as “The Community”) (This community is part of the umbrella body of the Council of European Jamaats, which is a federated member of the World Federation.)

### 2. AIMS AND OBJECTS

The object, for which The Community is established, is to advance the Islamic Religion in accordance with the Shia Ithna-Asheri Jafferi faith, by all or any of the following means:

- a. Propagate and promote the religious, social, educational and humanitarian teachings of the Shia Ithna-Asheri Jafferi faith as per the rulings of the Marja, recognised by our community at large.
- b. To buy, rent, build and maintain centres, mosques and such other infrastructure as may be necessary from time to time for the furtherance of the Objects of The Community.
- c. To facilitate, maintain and develop the worship and practice of the Shia Ithna-Asheri Jafferi faith.
- d. To raise funds and invite and receive contributions from any person(s), organisation(s), or institution(s) whatsoever by way of subscription, donations or otherwise, provided that The Community shall not undertake any permanent trading activities in raising funds for its charitable objects.
- e. To relieve poverty within and outside The Community.
- f. To educate members of The Community in both secular and religious fields.
- g. To promote health and well being of The Community
- h. To work in co-operation with other Shia Ithna-Asheri Muslim Communities and other charitable organisations.
- i. To educate and further understand Khoja heritage, history, culture and its principles in order to pass such understanding down to successive generations.
- j. Promoting knowledge and mutual understanding between the Khoja Shia Ithna-Asheri Community and different racial and cultural groups.
- k. To handle and manage at its own discretion, but in accordance with English Law, such charitable trusts of Members, that has been handed over to The Community for their management.

- l. To perform marriage ceremonies and burial rites in accordance with the Shia Ithna-Ashei Jafferi faith
- m. To do all such other things as shall further the above mentioned objects.

### **3. MEMBERSHIP**

#### **a. ELIGIBILITY**

- i. Membership shall be open to all Khoja Shia Ithna-Asheri Jafferi persons
- ii. Existing Members or progeny pre-dating the adoption of this constitution dated 6<sup>th</sup> September 2013 shall have the same constitutional rights, privileges and responsibilities as a Member.
- iii. Either party to a marriage professing Shia Ithna-Ashei faith and their issues shall be eligible for membership if one party to such a marriage is a Khoja Shia Ithna-Asheri Jafferi person.

#### **b. APPLICATION PROCESS**

- i. Subject to Para 3(a) and the remainder of this paragraph 3, membership shall be open to all those who have attained the age of eighteen (18) years or over.
- ii. All applications for membership shall be in writing and will require the approval of seventy five (75%) of the full Management Committee. The Management Committee shall not be required to give reasons for accepting or rejecting applications.
- iii. The applicant shall submit a fully completed application form (such form to be determined by the Management Committee) and the approval process shall take no longer than three (3) months from the date of receipt of the application.
- iv. All applications shall be required to have two (2) referees who should be Members of The Community for at least three (3) consecutive years and have no subscription arrears. Those applicants, relocating from other Jamaats, must also provide a reference letter from the Jamaat.
- v. All applicants will undertake to pay the subscription fee and/or such other dues as may be prescribed from time to time and undertake to comply with the constitution and any rules and regulations of The Community.
- vi. Any applicant whose application for membership has been rejected may reapply after a period of six (6) months from the date of such rejection.
- vii. Any applicant whose membership has been terminated for whatever reason, may reapply after a minimum period of one (1) year or longer as stipulated by the Management Committee

**c. MEMBERS RIGHTS AND RESPONSIBILITIES**

All Members shall:

- i. Abide by the Community's constitution and any Rules and Regulations prevailing at the time.
- ii. Be able to vote on Members' matters and enjoy full representation at General Meetings.
- iii. Enjoy all other rights and privileges offered by The Community for its Members.
- iv. Be able to stand and take up any elected and/or nominated positions.
- v. Not represent The Community in any official capacity or functions without prior written approval from the Management Committee unless they hold an officially elected and/or nominated position.

Non-Members:

It is The Community's policy that all non-Members shall abide by the rules and regulations of The Community prevailing at the time, when on the premises of the Muslim Khoja Shia Ithna-Asheri Community of Peterborough

**d. MEMBERSHIP RESIGNATION AND TERMINATION**

- i. A Member may resign at any time by giving notice in writing to the Secretary General.
- ii. The resigning Member shall remain liable for any outstanding dues and subscriptions.
- iii. If a Member ceases to be a Muslim professing the Shia Ithna-Asheri Jafferi faith, the membership shall be terminated automatically.
- iv. Subscriptions paid by a resigning Member or a Member whose membership is otherwise suspended or terminated shall not be refundable.
- v. Pursuant to paragraph 3(e) (v), failing to pay the subscription within thirty (30) days from the date of an overdue notification, the membership shall be automatically terminated.

e. **SUBSCRIPTION**

- i. Any person admitted to be a Member shall forthwith pay the subscription pro rata for the current year. The subscription rates will be determined by the Members at a Biennial General Meeting.
- ii. Full time students under the age of twenty four (24) years will be eligible for membership at a reduced rate of fifty (50%) per centum.
- iii. Any Senior Citizen over the age of seventy (70) years will be eligible for membership at a reduced rate of fifty (50%) per centum.
- iv. The Management Committee, in absolute confidence, may at their sole discretion waive or reduce the subscription fee for an existing Member or an applicant on compassionate grounds. This waiver/reduction shall be reviewed on an annual basis at the beginning of the financial year..
- v. All Members shall be required to pay the amount of subscription due on 01 April of every year, this being the commencement of the financial year. A Member, who fails to pay the subscription by 1<sup>st</sup> June, will receive a written overdue notification from the Honorary Treasurer. Failure to pay the subscription within thirty (30) days from the date of the notification, shall automatically terminate the membership.

**4. OFFICERS**

- (i) **The President** of The Community shall be a Khoja and at least twenty eight (28) years of age and should have been a Member of The Community for at least five (5) consecutive years. The President shall be elected by the Members at the Biennial General Meeting and shall serve as the Administrative Head of The Community. The President shall serve no more than two (2) consecutive terms in office.
- (ii) **The Vice President** of The Community shall be a Khoja and at least twenty eight (28) years of age and should have been a Member of The Community for at least five (5) consecutive years. The Vice President shall be elected by the Members at the Biennial General Meeting and shall assist and deputise for the President as and when required by him to do so. If at any time the President, resigns or vacates his position due to disqualification, incapacity or death, then the duties of the President shall vest in the Vice President for the time being until the Biennial General Meeting next following.

- (iii) **The Honorary Treasurer** of The Community shall be not less than twenty five (25) years of age and should have been a Member of The Community for at least five (5) consecutive years. The Honorary Treasurer shall be elected by the Members at the Biennial General Meeting. The Honorary Treasurer shall be responsible for all Financial transactions, keeping records, depositing all monies with The Community's bankers, issuing receipts and maintaining proper books of accounts. He shall maintain up to date list of members, payment records and follow up arrears in accordance with Clause 3(e)(v). He is to ensure all Community properties are insured and records maintained. He is responsible for providing summary accounts to the Management Committee every quarter. He is also responsible for providing the Auditors full and ready accounts for annual auditing in good time in compliance with Clause 16(i)
  
- (iv) **The Assistant Treasurer** of The Community shall be not less than twenty (23) years of age and should have been a Member of The Community for at least five (5) consecutive years. The Assistant Treasurer will be nominated by the Honorary Treasurer from amongst the Members, and will serve till the Biennial General Meeting next following. If at any time the Honorary Treasurer resigns or vacates his position due to disqualification, incapacity or death, then the duties of the Honorary Treasurer shall vest in the Assistant Treasurer for the time being until the election of a new Treasurer.
  
- (v) **The Secretary General** of The Community shall be not less than twenty five (25) years of age and should have been a Member of The Community for at least five (5) consecutive years. The Secretary General shall be nominated by the President from amongst the members to serve till the Biennial General Meeting next following. The Secretary General shall be responsible for all records of The Community, dealing with correspondence and convening meetings under the direction of the President. He shall keep records of the minutes of all General and Committee meetings. He shall prepare the Biennial General Meeting report for presentation. Within four (4) weeks of any General Meeting distribute the minutes to all Members. Three (3) weeks prior to the Biennial General Meeting shall distribute the minutes of the previous Biennial General Meeting to all members. He shall be responsible for submitting the required Annual Returns to the Charities Commission, within the stipulated time frame. He may delegate any of his duties to the Assistant Secretary

(vi) **The Assistant Secretary** of The Community shall be nominated by the Secretary General from amongst the members except that the minimum age to be twenty three (23) years and should have been a Member of The Community for at least five (5) consecutive years; and will serve till the Biennial General Meeting next following. If at any time the Secretary General resigns or vacates his position due to disqualification, incapacity or death, then the duties of the Honorary Secretary shall vest in the Assistant Secretary for the time being until the Biennial General Meeting next following or the President nominates a new Secretary General.

(vii) **Office Bearers** of The Community shall consist of

- The President
- The Vice President
- The Honorary Treasurer
- The Secretary General

The Office Bearers (OB) shall be responsible for the day to day functioning and management of The Community. The OB shall have authority to spend up to £500, or a sum decided at the Annual General Meeting by a simple majority vote, but must be ratified by the Management Committee at the next meeting. The OB may meet on a weekly basis to conduct and review matters affecting the Community and shall submit a written brief to the Management Committee at every meeting.

(viii) Members may stand for any post/position in The Community; any member falling under any one or more of the following categories shall not be eligible for election, nomination or co-option to the Management Committee or as a Holding Trustee:

1. Being certified or otherwise adjudged of being of unsound mind or insane
2. Being convicted of an offence involving moral turpitude, deception, dishonesty or criminality.
3. Being adjudged bankrupt and not been discharged
4. Made composition with creditors and not been discharged
5. Has been removed by the Charity Commission or by the Courts in the United Kingdom from being an officer because of misconduct
6. Being disqualified from being a director of a body corporate
7. Failed to make payments under county court administration orders
8. Convicted for any Criminal Offence

## **5. MANAGEMENT**

- (a) The management of The Community shall be undertaken by the Management Committee which body shall have powers to authorize the expenditure in furtherance of its objects in accordance with Clause 2 hereof. The Management Committee shall have full power to make Standing Orders in order to facilitate the management of the affairs of The Community, the conduct of the committee meetings and General Meetings of The Community. The Management Committee shall have the power to vary the budget set at the Annual General Meeting up to a maximum of twenty (20%) per centum of the overall expenditure. For items in excess of this, General approval must be sought. The Management Committee shall be the sole authority for the interpretation of the constitution.
- (b) The Management Committee may terminate the membership of any officer or member of The Community who is found to be responsible for performing or causing to be performed directly or indirectly grave acts or omissions or are violent or threatens violence. Any Officer or Member who is reasonably suspected of such an offence shall be summoned by the Secretary General to appear before a meeting of the Management Committee, such meeting to be convened not earlier than fourteen (14) days after the issue of such summons as aforesaid. At the meeting the accused member shall be given every reasonable opportunity of defending himself personally or by someone on his behalf and having heard all the evidence available a simple majority verdict of the Management Committee shall decide the result. A member who refuses to act on the summons may be liable to termination of his membership.

## **6. COMPOSITION OF THE MANAGEMENT COMMITTEE**

The Committee of Management shall consist of the following persons:

- The President
- The Vice President
- Immediate Past President
- The Honorary Treasurer
- The Secretary General
- The Assistant Honorary Treasurer
- The Assistant Secretary
- Two (2) nominated Members as hereafter provided
- Seven (7) elected Members as hereafter provided
- A maximum of three (3) co-opted Members as hereafter provided

## **7. NOMINATION AND ELECTION OF THE MANAGEMENT COMMITTEE**

Nomination and Election of committee members shall take place at the Biennial General Meeting of The Community after the election of the new officers. The incoming President shall at the Biennial General Meeting or within fourteen (14) days thereafter may nominate from amongst the members of the community the two (2) persons who in his opinion would be best to serve The Community on the Management Committee. Immediately thereafter, the Members of The Community present at the Biennial General Meeting shall elect from amongst themselves seven (7) members of the Management Committee. Any member shall be free to propose another member for election. Such proposal made to be seconded by another member of The Community and voting thereon to take place by secret ballot.

## **8. TERM OF OFFICE FOR OFFICERS, NOMINATED AND ELECTED COMMITTEE MEMBERS**

The Office Bearers of The Community and the members of the Management Committee whether nominated, co-opted or elected shall hold office fourteen (14) days after the Biennial General Meeting at which they are nominated, co-opted or elected as the case may be, until fourteen (14) days after the following Biennial General Meeting of The Community. The officers of the outgoing Management Committee shall ensure a smooth hand over of all documentation, systems and information within fourteen (14) days of the new incoming Management Committee being elected.

## **9. RE-NOMINATION AND RE-ELECTION**

The retiring officers of The Community and the retiring nominated, co-opted or elected members of the Management Committee shall be eligible for re-nomination, co-option or re-election as the case may be, subject to Clause 4(i).

## **10. CHAIRMAN AND VICE CHAIRMAN**

At Meetings of the Management Committee of The Community the Chair shall be taken by the President and if he shall be unable to be present then the Chair shall be taken by the Vice President and if these two shall both be unable to be present then, in exceptional circumstances, the Chair shall be appointed by the Management Committee members present.



## **11. CASUAL VACANCIES**

(i) Every casual vacancy arising amongst the co-opted members of the Committee may be filled by co-option by the President provided that any person so co-opted shall hold office for the unexpired term of office of the member in whose place he has appointed.

(ii) Every casual vacancy arising amongst the elected members of the Management Committee may be filled by co-option by the Management Committee provided that a member so co-opted is for the unexpired term of office of the member in whose place he is appointed.

## **12. CO-OPTION**

The Management Committee may from time to time co-opt a member having special knowledge and/or experience for a period not exceeding the time then unexpired to the next Biennial General Meeting of The Community. The co-opted member will have no voting rights

## **13. MANAGEMENT COMMITTEE MEETINGS**

The Management Committee shall meet at least every two months to review the affairs of The Community and to plan activities. A special meeting may at any time be summoned by the President or by the Vice President upon written application or by any six (6) members of the Management Committee may request the President to hold a special meeting.

## **14. QUORUM AND VOTING OF MANAGEMENT COMMITTEE**

- (i) There shall be a quorum when eight (8) members of the Management Committee are present, of which at least three (3) must be office bearers, at a meeting and every matter shall be determined by the majority of the members present and voting on question
- (ii) In the case of equality of votes the Chairman of the meeting shall have a second or casting vote

- (iii) If at any time appointed for a Meeting of the Management Committee a sufficient number of members to form a quorum is not present the Meeting shall stand adjourned sine die and a special Meeting shall be summoned by the President or Vice President on a date to be decided by the President or the Vice President as the case may be subject to the quorum requirement

## **15. SUB-COMMITTEES**

The Management Committee may appoint Sub-Committees, which shall work from its Terms Of Reference, that it considers necessary and refer any matters to them so that it may decide, provided that all acts and proceedings by any such Sub-Committee shall be reported to the Management Committee as soon as practicable. All decisions of the Sub-Committees having financial implications of over two hundred and fifty (£250) or five percent (5%) of annual sub-committee budget, whichever is greater, must be ratified by a vote of the Management Committee.

## **16. GENERAL MEETINGS OF THE COMMUNITY**

There shall be an Annual General Meeting of members of The Community every year within six (6) months from 31<sup>st</sup> March at a date to be decided by the Management Committee. The President or in his absence, The Vice President of The Community shall act as Chairman of the Annual General Meeting. In their absence, the General shall elect a member from amongst themselves, who shall act as Chairman. Every second Annual General Meeting shall become the Biennial General Meeting for the purpose of election of Officers and Committee Members. The quorum for all General Meetings will be twenty (20%) per centum of paid up members. For an adjourned General Meeting the quorum will be fifteen (15%) per centum of members.

- (i) An Ordinary General Meeting of The Community will be held whenever the Management Committee desires to hold it, provided, that due notice is given to the members of The Community.
- (ii) An Extraordinary General Meeting of The Community will be held upon written application to the President by at least thirty (30%) per centum of Members of The Community or by at least one half of the members of the Management Committee for the purpose of transacting any special business.
- (iii) Where a motion to delete, vary or add to the provisions of this constitution is brought, the Quorum required will be sixty (60%) per centum of paid up members of the Community.

- (iv) In the case of all General Meetings due notice shall be deemed to be fourteen (14) clear days, except where the motion to delete, vary or add to the provisions of this constitution, shall be twenty (28) clear days.
- (v) Any member of The Community may put forward a motion for consideration at any General Meeting provided that such motion is proposed and seconded in writing and delivered to the Secretary General who shall then give at least seven (7) clear days notice of the motion to the members of The Community by display on the notice board and/or by electronic communication.

## **17. VOTING AT GENERAL MEETINGS**

(i) In case of all motions at General Meetings save those which seek to delete, vary or add to the provisions of this constitution shall be deemed to be passed if a simple majority of the total number of the members present and voting at the Meeting vote in favour thereof.

(ii) In case of any motion to delete, vary or add to the provisions of this constitution (which motions shall be admissible only at Biennial General Meetings and Extraordinary General Meetings of the Community) no such resolutions shall be deemed to have been passed unless:-

- (a) Notice to make a change has been given to the Secretary General of the Community in writing not less than twenty one (21) clear days before the date of the meeting.
- (b) The Secretary General of the Community has given notice in writing at least fourteen (14) clear days before the relevant Biennial General Meeting or Extraordinary General Meeting to all Members of The Community, specifying the terms as a resolution. And in no event shall such deletion, variation or addition be made under which any property of the Community, or the income therefrom shall become applicable to or for any object or purpose, which is not charitable in Law.
- (c) Approved by seventy five (75%) per centum of paid up members present.

## **18. ACCOUNTS**

The financial year of the Community shall end on the thirty first (31st) day of March in each year and the audited accounts shall be presented by the Honorary Treasurer to the Management Committee at its first Meeting after that date and shall be presented to the first Annual General Meeting of the Community held after that date in accordance with clause 16

## **19. AUDITORS**

At every Biennial General Meeting of the Community a firm of Statutory Registered Auditors (SRA) shall be appointed as Auditors to the Community and remuneration shall be fixed by resolution of the Management Committee.

## **20. TRUSTEES**

A Trustee shall be at least thirty (30) years of age and should have been a Member of The Community for at least five (5) consecutive years. A trustee shall not be an office bearer, an elected or nominated member of the Management Committee.

The property of the Community shall be vested in no fewer than three (3) and not more than four (4) Trustees, or Trust Corporation. The Trustees shall be elected at the Biennial General Meeting of the Community and shall hold office for four (4) years. Trustees may not hold office for more than two (2) consecutive terms (8yrs). The trustees shall be Holding Trustees. The Trustees will elect a chair of the Trustees amongst themselves and shall convene for meetings on a quarterly basis or when required. Trustee may attend the meetings of the Management Committee but shall have no right of voting at the Meeting.

## **21. ADDITIONAL POWERS AND DUTIES OF TRUSTEES**

Subject to their general duties as Trustees, the Trustees shall act on the advice of the Management Committee. In particular upon notice of a resolution by the Management Committee authorizing the same the Trustees shall be empowered to borrow money for the purposes of the Community upon such security, as the Management Committee shall specify. The Trustees shall have the services of the Honorary Treasurer and Secretary General and shall adjudge any disputes and complaints referred to them by the Management Committee; their decision shall be final. In the event of the resignation of more than half of the members of the Management Committee, the Trustees shall assume responsibility for all activities of the Community and shall call an Extraordinary General Meeting, within thirty (30) days from the date of resignation, to elect a new Management Committee which shall

serve until the end of the next Biennial General Meeting of the Community. Should two (2) or more Trustees resign or contravene Clause 4(iii), than the Management Committee shall convene an Extra Ordinary General Meeting within twenty (28) days of the date of resignation, to elect new replacement Trustee(s), who shall serve to the end of the remaining term.

## **22. INCOME**

The Management Committee may on behalf of the Trustees and on behalf of the Community collect and receive subscriptions or donations ( whether into vivo, Trust Will or Will ) or money investments or any other property of whatsoever nature for the furtherance of the objects of the Community as defined in Clause 2 hereof.

## **23. BANKING ACCOUNTS**

The Management Committee shall maintain such banking account or accounts as they may think fit, into such, of which as may be appropriate, shall be paid forthwith all sums of cash for the time being belonging to The Community. Cheques shall be signed by two (2) of the following four (4) members of the Committee of Management, namely The President, The Vice President, The Secretary General and The Honorary Treasurer.

## **24. INVESTMENTS**

All sums of cash at anytime standing to the credit of the said banking accounts and not required for immediate working purposes shall be invested by the Trustees and the Management Committee as the case may be on behalf of the Community. Subject to any special trust attached thereto, any such sum may be invested in securities for the time being authorized by law for the investment of Trust Funds or in such other investments as the Trustees and the Management Committee or on the advice of their financial advisors given at the time of investment select, which in all cases must be high risk averse

## **25. PROFESSIONAL ADVICE**

The Trustees and the Management Committee may consult such professional and legal advisors as it deems fit and shall have power to pay any fees incurred out of the funds of the Community.

## **26. CONFLICT RESOLUTION**

Any conflict arising between members, irrespective of position held in the community, should be resolved amicably by following a set procedure as follows:

1. The Secretary General to be informed of the conflict in writing, giving full details of date, time, names and circumstances.
2. The Secretary General will pass this on to the relevant sub-committee for resolution and thereafter to the Management Committee.

This clause is to be read in conjunction with Clause 5b

## **27. GENERAL PROVISIONS**

1. All resolutions passed at General Meetings will be recorded in a Resolutions Register by the Secretary General.
2. Resolutions are to be reviewed at five (5) yearly intervals.
3. Upon being approached on all matters relating to marriage, divorce, death, maintenance, guardianship, legitimacy and succession, the Management Committee shall consider and direct itself in accordance with the law as applicable in the United Kingdom and the Shia Ithna-Asheri Jafferi faith. The Management Committee may, at its discretion obtain advice on such law and Sharia.
4. Companion's List: - The Community shall operate a Companions List and provide benefits to those persons who want to join as Companions of the Community. The subscription for the Companions List shall be seventy five (75%) per centum of the Members subscription fee.
5. Members, who are also members of another Jamaat / MKSI Community, must declare and inform their respective Jamaat/MKSI Community, of their main base for voting purposes.

## **28. DISSOLUTION**

In the event of dissolution of the Community any assets remaining after the satisfaction of all its debts and liabilities shall not be paid to or distributed among the members of The Community but shall be given or transferred to such other charitable institution(s) having similar objects to the Community such as The Council of European Jamaats (Coej)

## **29. DEFINITION**

In all of the dealings of The Community the following words shall have the following meanings:-

- (a) “Imamvada” or “Mehfil” – a building dedicated as a place of religious congregation and used by the Shia Ithna-Asheri as such
- (b) “Shia Ithna-Asheri Jafferi” – Shia Muslims who believe in the Wilayat (power and authority) and immediate successor ship of Imam Ali (AS) after the demise of the Holy Prophet Muhammed (PBUH) and believe in the Twelve Infallible Imams (AS); including the reappearance of the Twelfth Imam (AS)
- (c) “Majlis” – religious congregation
- (d) “Masjid” or “Mosque” – a place of worship and prayer dedicated to such and used by the Muslims in accordance with the Shia Ithna-Asheri Jafferi faith
- (e) “Shariat” – the Holy Laws of Islam
- (f) “Marja” – the head of the Shia religious Community whose decision concerning the Islamic Law or the determination thereof shall be final
- (g) “Khoja” – is a Shia Ithna-Asheri whose ancestry originates mainly from Kutch, Kathiawar and Gujarat.
- (h) Any reference to the male gender “he” “him” etc includes an implicit reference to the female gender as well

# MUSLIM KHOJA SHIA ITHNA-ASHERI COMMUNITY OF PETERBOROUGH

## STANDING ORDERS

### 1. PROCEDURE AT GENERAL MEETINGS

1. Subject always as provided in the Constitution, at any General Meeting a Chairman's ruling shall be always final. In the event of a tie in voting the Chairman shall have the casting vote. All matters shall be decided by a secret ballot or by show of hands if so requested by Members present and entitled to vote.
2. English shall be the official language of The Community and all correspondence and debate shall be carried out in that language save that at any meeting a Member may be permitted to speak in any other language with the consent of the Chairman
3. The chair reserves the right to eject any member from the General meeting whose code of conduct is:
  1. Rude and offensive to any individual present
  2. Makes false or unfounded allegations
  3. Uses foul or aggressive language, violent or aggressive behavior or the threat of it against the Chair or any individual member
4. All motions for discussion shall be brought forward in accordance with the terms of the Constitution save that at any meeting the Chairman may at his discretion permit a Member to introduce a motion which no due notice has been given if the proposed motion relates to any of the following, that is to say:-
  - (a) The appointment of a Chairman of the Meeting at which the motion is put if no person eligible to be Chairman of the meeting shall be present.
  - (b) The adjournment of the meeting or of the debate
  - (c) That the question under discussion is put to the vote
  - (d) Any matter arising out of a report which is before the meeting which report is being made to the meeting by the Committee
  - (e) The giving of precedence to any particular business
  - (f) Fixing the date of any special meeting of The Community
  - (g) The appointment of any special Committee other than the Management Committee and of any Member or Members thereof
  - (h) An adjourned Meeting shall be one held after any General Meeting of The Community at which business was not completed but adjourned to a set date or a date to be fixed.



Every motion brought under this clause or any amendment to any motion whatsoever shall be moved and seconded and shall be reduced to writing if so required by the Chairman and handed to him or to the Secretary General and shall be read to the meeting before it is discussed or put to the vote and in any event, any motion or amendment whatsoever which is of an objectionable or of a frivolous nature shall be disregarded by the Chairman of the Meeting.

## **2. OPEN FORUM**

A meeting shall be called by the President for all members of the Community at quarterly intervals for the purpose of communicating decisions of the Management Committee, consulting with The Community members and obtaining valuable feedback on on-going projects and matters.

Notice of this Open Forum shall be given by the Secretary General to The Community at least seven clear days before the meeting.

The President, Secretary General and Treasurer shall present brief reports, which shall include correspondence, summary of Income/Expenditure, decisions of the Management Committee and any relevant Sub-Committee Programmes. There shall be no quorum necessary for this meeting and therefore no voting requirements. Any Member of the Community may put forward recommendations and queries to the Management Committee to be addressed at the Forum or at the next Management Committee meeting.

## **3. OFFICERS AND COMMITTEE MEMBERS**

Any Officer or Committee Member who absents himself for no valid reason from three consecutive meetings of the Management Committee including, adjourned meetings, shall automatically cease to fill his office or to be a Member of the Management Committee.

The Management Committee shall have the sole power of making varying or deleting Standing Orders, proposals on which shall be dealt with in the following fashion:-

- (a) Details of any proposals to add to vary or delete the Standing Orders of The Community shall be sent to each officer and Committee Member at least fourteen days before the meeting of the Management Committee at which it is intended to raise the matter.

- (b) All decisions to add to vary or delete any part of the Standing Orders shall be taken and be passed by seventy five (75%) per centum of the full Management Committee at a convened meeting and such decision shall forthwith become binding upon the whole Community.
- (c) Any change in the Standing Orders of The Community shall within fourteen days of its coming into effect be circulated by the Secretary General to all Members of The Community by Electronic means and by Notice on the Notice board.
- (d) No amendment shall be made to the Standing Order which will cause The Community to cease to be a Charity in Law.

#### **4. INDEMNITIES**

Save in the case of damage caused by negligence willful default Breach of duty or breach of trust no Officer or Member of the Committee of Management shall be personally liable for any damage to or claim against The Community or its property.

#### **5. MARRIAGE, DIVORCE, DEATH AND OTHER CEREMONIES**

The members of the Management Committee shall use their best endeavors to ensure that all marriages, divorces and other ceremonies be performed in accordance with the Shia Ithna-asheri law and in particular:-

- a) All marriages among the members of the Community and their families shall be recorded in the Community's Official Register and appropriate certificates be issued.
- b) All deaths among the members of the Community and their families shall be recorded in the Community's Official Register.
- c) All applications received by the Community from members of the Community for Divorcés shall be referred to the Management Committee's appropriate sub-committee which body shall investigate the matter and use its best endeavors to bring about reconciliation between the parties. If required, the services of the Resident Alim shall be sought.