

Constitution of Milton Keynes Murugan Temple Trust - A Charitable Incorporated Organisation

Article 1: Name

The name of the Charitable Incorporated Organisation (CIO) shall be Milton Keynes Murugan Temple Trust, hereafter referred to as the Trust.

Article 2: Location of Temple and registered Office

- 2.1 The Registered Office of the Trust shall be 15 Ashfield, Stantonbury, Milton Keynes MK14 6AU
- 2.2 The Registered Office shall only be changed by resolution of the Board of Trustees of the Trust and shall be notified to the Charity Commissioners within a month of such a change.
- 2.3 The Temple shall be located temporarily at Loughton Memorial Hall, Bradwell Road, Loughton, Milton Keynes MK5 8AJ, United Kingdom. The trustees shall have the right to move the Temple to different locations as the situation demands and for a good reason.

Article 3: Objects

- 3.1 The advancement of the Divine Hindu religion.
- 3.2 Such other purposes as are exclusively charitable according to the laws of England and Wales as the trustees in their absolute discretion may from time to time determine.

Article 4: Powers

The Trust has power to do anything which is calculated to further its objects or is conducive or incidental to doing so. In particular, the Trust's powers include power to:

- 4.1 borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed. (Sections 124 and 125 of the Charities Act 2011 apply if the Trust wishes to mortgage land).
- 4.2 buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;

- 4.3 sell, lease or otherwise dispose of all or any part of the property belonging to the Trust. In exercising this power, the Trust must comply as appropriate with sections 117 and 119-123 of the Charities Act 2011;
- 4.4 employ and remunerate such staff as are necessary for carrying out the work of the Trust. The Trust may employ or remunerate a trustee only to the extent that it is permitted to do so by clause 6 (Benefits and payments to trustees and connected persons) and provided it complies with the conditions of those clauses;
- 4.5 deposit or invest funds, employ a professional fund-manager, and arrange for the investments or other property of the Trust to be held in the name of a nominee, in the same manner and subject to the same conditions as the trustees of a Trust are permitted to do by the Trustee Act 2000;

Article 5: Application of income and property

- 5.1 The income and property of the Trust must be applied solely towards the promotion of the objects.
 - (a) A trustee is entitled to be reimbursed from the property of the Trust or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Trust.
 - (b) A trustee may benefit from trustee indemnity insurance cover purchased at the Trust's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.
- 5.2 None of the income or property of the Trust may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Trust. This does not prevent a member who is not also a trustee receiving:
 - (a) a benefit from the Trust as a beneficiary of the Trust;
 - (b) reasonable and proper remuneration for any goods or services supplied to the Trust.
- 5.3 Nothing in this clause shall prevent a trustee or connected person receiving any benefit or payment which is authorised by Clause 6.

Article 6: Benefits and payments to trustees and connected persons

6.1 General provisions

No trustee or connected person may:

- (a) buy or receive any goods or services from the Trust on terms preferential to those applicable to members of the public;
- (b) sell goods, services, or any interest in land to the Trust;

(c) be employed by, or receive any remuneration from, the Trust;

(d) receive any other financial benefit from the Trust;

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

6.2 Scope and powers permitting trustees’ or connected persons’ benefits

(a) A trustee or connected person may receive a benefit from the Trust as a beneficiary of the Trust 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 Trust 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 Trust with goods that are not supplied in connection with services provided to the Trust by the trustee or connected person.

(d) A trustee or connected person may receive interest on money lent to the Trust at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).

(e) A trustee or connected person may receive rent for premises let by the trustee or connected person to the Trust. 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 Trust on the same terms as members of the public.

6.3 Payment for supply of goods only – controls

The Trust 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 a written agreement between the Trust and the trustee or connected person supplying the goods (“the supplier”).

(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 Trust 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 Trust.

(e) The supplier does not vote 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.

Article 7: Conflicts of interest and conflicts of loyalty

A trustee must:

- 7.1 declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Trust or in any transaction or arrangement entered into by the Trust which has not previously been declared; and
- 7.2 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 Trust 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 vote or be counted as part of the quorum in any decision of the trustees on the matter.

Article 8: Liability of the members to contribute to the assets of the Trust if it is wound up

- 8.1 If the Trust is wound up, each member of the Trust is liable to contribute to the assets of the Trust such amount (but not more than £10) as may be required for payment of the debts and liabilities of the Trust contracted before that person or organisation ceases to be a member, for payment of the costs, charges and expenses of winding up, and for adjustment of the rights of the contributing members among themselves.
- 8.2 In sub-clause (1) of this clause “member” includes any person or organisation that was a member of the Trust within 12 months before the commencement of the winding up.
- 8.3 But subject to that, the members of the Trust have no liability to contribute to its assets if it is wound up, and accordingly have no personal responsibility for the settlement of its debts and liabilities beyond the amount that they are liable to contribute.

Article 9: Membership

9.1 Any person can become a member of the Trust provided that:

- a) He or she has attained the age of 18 years,
- b) He or she has firm faith in Hinduism,
- c) He or she has paid the annual subscription as laid down from time to time by Trust.

9.1.1 Junior membership shall be opened to those under the age of 18 years who are interested in furthering the work of the Trust. Junior members shall not be entitled to vote.

9.2 Every member shall have one vote.

9.3 The Trust may by unanimous vote and for good reason terminate the membership of any individual provided that the individual concerned is given the right to be heard by the Trust, accompanied by a friend, before a final decision is made.

9.4 Membership of the Trust is not transferable to anyone else.

9.5 The Trust shall keep a register of names and addresses of members which must be made available to any member upon request.

9.6 **Membership Category:**

9.6.1 **Annual Member:** An Annual Member shall enjoy membership privileges for one calendar year after payment of the appropriate annual subscription. Any member who is more than one (1) year in arrears in payment of subscription shall forfeit his or her membership.

9.6.2 **Five-Year Member:** A Five-year Member shall enjoy membership privileges for five years from the month of receipt of the appropriate five-year membership subscription.

9.6.3 **Life Member:** Upon payment of an appropriate donation, a Life Member shall enjoy membership privileges during his or her lifetime.

9.6.4 **Honorary Member:** The Board shall have the right to award 'Honorary Member' title to an individual with distinction who has contributed to Hindu religious affairs and/or contributed financially to the Trust Fund.

9.7 **Upgrade:** An existing member other than a Life Member may upgrade his or her membership during the duration of their current membership by a payment of the difference in fees. The difference in fees must be paid in not more than three instalments.

9.8 **Resignation:** Any member desiring to resign from membership shall submit his or her resignation, in writing, by e-mail, fax or other legal means, to the Board of Trustees. On approval by the Board the Secretary shall remove the member's name from the membership register.

Article 10: Members' decisions

10.1 General provisions

Except for those decisions that must be taken in a particular way as indicated in sub-clause 10.3 of this clause, decisions of the members of the Trust may be taken by vote at a general meeting as provided in sub-clause 10.2 of this clause.

10.2 Taking ordinary decisions by vote

Subject to sub-clause 10.3 of this clause, any decision of the members of the Trust may be taken by means of a resolution at a general meeting. Such a resolution may be passed by a simple majority of votes cast at the meeting (including votes cast by proxy votes).

10.3 Decisions that must be taken in a particular way

(a) Any decision to remove a trustee must be taken in accordance with clause 15(2)

(b) Any decision to amend this constitution must be taken in accordance with clause [28] of this constitution (Amendment of Constitution).

(c) Any decision to wind up or dissolve the Trust must be taken in accordance with clause [29] of this constitution (Voluntary winding up or dissolution). Any decision to amalgamate or transfer the undertaking of the Trust to one or more other Trusts must be taken in accordance with the provisions of the Charities Act 2011.

Article 11: General meetings of members

11.1 Types of general meeting

There must be an Annual General Meeting (AGM) of the members of the Trust. The first AGM must be held within 18 months of the registration of the Trust, and subsequent AGMs must be held at intervals of not more than 15 months. The AGM must receive the annual statement of accounts (duly audited or examined where applicable) and the trustees' annual report, and must elect trustees as required under clause [13].

Other general meetings of the members of the Trust may be held at any time.

All general meetings must be held in accordance with the following provisions.

11.2 Calling general meetings

(a) The trustees:

(i) must call the Annual General Meeting of the members of the Trust in accordance with sub-clause (1) of this clause, and identify it as such in the notice of the meeting; and

(ii) may call any other general meeting of the members at any time.

(b) The trustees must, within 21 days, call a general meeting of the members of the Trust if:

(i) they receive a request to do so from at least 10% of the members of the Trust; and

(ii) the request states the general nature of the business to be dealt with at the meeting, and is authenticated by the member(s) making the request.

- (c) If, at the time of any such request, there has not been any general meeting of the members of the Trust for more than 12 months, then sub-clause (b)(i) of this clause shall have effect as if 5% were substituted for 10%.
- (d) Any such request may include particulars of a resolution that may properly be proposed, and is intended to be proposed, at the meeting.
- (e) A resolution may only properly be proposed if it is lawful, and is not defamatory, frivolous or vexatious.
- (f) Any general meeting called by the trustees at the request of the members of the Trust must be held within 28 days from the date on which it is called.
- (g) If the trustees fail to comply with this obligation to call a general meeting at the request of its members, then the members who requested the meeting may themselves call a general meeting.
- (h) A general meeting called in this way must be held not more than 3 months after the date when the members first requested the meeting.
- (i) The Trust must reimburse any reasonable expenses incurred by the members calling a general meeting by reason of the failure of the trustees to duly call the meeting, but the Trust shall be entitled to be indemnified by the trustees who were responsible for such failure.

11.3 Notice of general meetings

- (a) The trustees, or, as the case may be, the relevant members of the Trust, must give at least 14 clear days' notice of any general meeting to all of the members.
- (b) If it is agreed by not less than 90% of all members of the Trust, any resolution may be proposed and passed at the meeting even though the requirements of sub-clause (3) (a) of this clause have not been met. This sub-clause does not apply where a specified period of notice is strictly required by another clause in this constitution, by the Charities Act 2011 or by the General Regulations.
- (c) The notice of any general meeting must:
 - (i) state the time and date of the meeting;
 - (ii) give the address at which the meeting is to take place;
 - (iii) give particulars of any resolution which is to be moved at the meeting, and of the general nature of any other business to be dealt with at the meeting; and
 - (iv) if a proposal to alter the constitution of the Trust is to be considered at the meeting, include the text of the proposed alteration;
 - (v) include, with the notice for the AGM, the annual statement of accounts and trustees' annual report, and details of persons standing for election or re-election as trustee,
- (d) Proof that an electronic form of notice was properly addressed and sent, shall be conclusive evidence that the notice was given. Notice shall be deemed to be given 48 hours after it was sent.
- (e) The proceedings of a meeting shall not be invalidated because a member who was entitled to receive notice of the meeting did not receive it because of accidental omission by the Trust.

11.4 Chairing of general meetings

The person nominated as chair by the trustees under clause 19 (2) (Chairing of meetings), shall, if present at the general meeting and willing to act, preside as chair of the meeting. Subject to that, the members of the Trust who are present at a general meeting shall elect a chair to preside at the meeting.

11.5 Quorum at general meetings

(a) No business may be transacted at any general meeting of the members of the Trust unless a quorum is present when the meeting starts.

(b) Subject to the following provisions, the quorum for general meetings shall be the greater of 20% or 10 members.

(c) If the meeting has been called by or at the request of the members and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the meeting is closed.

(d) If the meeting has been called in any other way and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the chair must adjourn the meeting. The date, time and place at which the meeting will resume must be notified to the Trust's members at least seven clear days before the date on which it will resume.

(e) If a quorum is not present within 15 minutes of the start time of the adjourned meeting, the member or members present at the meeting constitute a quorum.

(f) If at any time during the meeting a quorum ceases to be present, the meeting may discuss issues and make recommendations to the trustees but may not make any decisions. If decisions are required which must be made by a meeting of the members, the meeting must be adjourned.

11.6 Voting at general meetings

(a) Any decision other than one falling within clause 10.3 (Decisions that must be taken in a particular way) shall be taken by a simple majority of votes cast at the meeting (including proxy votes). Every member has one vote.

(b) A resolution put to the vote of a meeting shall be decided on a show of hands.

(c) In the event of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall have a second, or casting vote.

(d) Any objection to the qualification of any voter must be raised at the meeting at which the vote is cast and the decision of the chair of the meeting shall be final.

11.7 Adjournment of meetings

The chair may with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting to another time and/or place. No business may be transacted at an adjourned meeting except business which could properly have been transacted at the original meeting.

11.8 Nominations for the election of trustees must be made by members of the Trust in writing and must be in the hands of the Secretary of the Board at least fourteen (14) days before the Annual General Meeting. If nominations exceed vacancies, election shall be held by ballot.

- 11.9 The Board may call a special general meeting of the Trust at any time. If at least ten members request such a meeting in writing stating the business to be transacted, the Secretary after consultation with the Chairperson shall call such a meeting. At least 14 days' notice must be given. The notice must state the business to be discussed.

Article 12: Trustees

12.1 Functions and duties of trustees

The trustees shall manage the affairs of the Trust and may for that purpose exercise all the powers of the Trust. It is the duty of each trustee:

(a) to exercise his or her powers and to perform his or her functions as a trustee of the Trust in the way he or she decides in good faith would be most likely to further the purposes of the Trust; and

(b) to exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to:

- (i) any special knowledge or experience that he or she has or holds himself or herself out as having; and
- (ii) if he or she acts as a trustee of the Trust in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.

12.2 Eligibility for trusteeship

(a) Every trustee must be a natural person.

(b) No one may be appointed as a trustee:

- if he or she is under the age of 16 years; or
- if he or she would automatically cease to hold office under the provisions of clause 15(1)(f)

(c) No one is entitled to act as a trustee whether on appointment or on any re-appointment until he or she has expressly acknowledged, in whatever way the trustees decide, his or her acceptance of the office of trustee.

12.3 Number of trustees

There shall be a Board of Trustees, referred to as 'the Board' which shall consist of eleven (11) founding members plus seven (7) elected from members of good standing at the Annual General Meeting. The founding members shall be the first priority Trustees.

12.4 First Priority Trustees

1. Dr Mylvaganam Veeravahu
2. Dr (Mrs) Ratneswary Veeravahu
3. Mr Ponniah Teavakumaran
4. Mrs Shelvarani Teavakumaran
5. Mr Krishnar Kamalanathan
6. Mrs Sivamani Kamalanathan

7. Mr Sinniah Satkunanathan
8. Mrs Pushpalatha Satkunanathan
9. Mrs Gowrimalar Sathiyaseelan
10. Mr Selliah Kobalakrishnasame
11. Mrs Rajinimalar Kobalakrishnasame

Article 13: Appointment of Trustees

13.1 Elected Trustees

The elected members of the Board shall serve as Trustees for a period of three years from the conclusion of the Annual General Meeting. At the end of their term they are eligible to stand for re-election.

- 13.2 The Board of Trustees shall have the right to appoint up to three (3) additional Trustees to effectively manage the Trust as and when necessary in the future.

- 13.3 The trustees may at any time decide to appoint a new trustee, whether in place of a trustee who has retired or been removed in accordance with clause [15] (Retirement and removal of trustees), or as an additional trustee, provided that the limit specified in clause 12.3 on the number of trustees would not as a result be exceeded.

- 13.4 The membership of appointed and honorary members can be revoked by the Board for a valid reason in a meeting with quorum and such a resolution shall require for its passage two-thirds (2/3) majority of members present.

- 13.5 The Board may co-opt up to two (2) members to the Board who possess exceptional qualifications and ability beneficial to the running of the Trust. However, these co-opted members shall have neither voting rights nor make any motions during their term of office.

- 13.6 A member can be only elected on to the Board if he or she:

(a) Has paid the full annual, five-year or life membership subscription at least two years prior to the date of election or appointment and

(b) Has the interest of advancing Hinduism, the Tamil Language, Tamil culture and prosperity of the Tamil Community in Milton Keynes.

Article 14: Information for new trustees:

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 Trust's latest trustees' annual report and statement of accounts.

Article 15: Retirement and removal of trustees

15.1 A trustee ceases to hold office if he or she:

(a) retires by notifying the Trust in writing (but only if enough trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings);

(b) is absent without the permission of the trustees from all their meetings held within a period of six months and the trustees resolve that his or her office be vacated;

(c) dies;

(d) in the written opinion, given to the Trust, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a trustee and may remain so for more than three months;

(e) is removed by the members of the Trust in accordance with sub-clause 15.2 or

(f) is disqualified from acting as a trustee by virtue of sections 178 -180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).

15.2 A trustee shall be removed from office if a resolution to remove that trustee is proposed at a general meeting of the members called for that purpose and properly convened in accordance with clause 11, and the resolution is passed by a two-thirds majority of votes cast at the meeting.

15.3 A resolution to remove a trustee in accordance with clause 15.2 shall not take effect unless the individual concerned has been given at least 21 clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been given a reasonable opportunity of making oral and/or written representations to the members of the Trust.

Article 16: Reappointment of trustees

Any person who retires as a trustee by rotation or by giving notice to the Trust is eligible for reappointment. A trustee who has served for three consecutive terms may not be reappointed for a fourth consecutive term but may be reappointed after an interval of at least three years.

Article 17: Taking decisions by trustees

Any decision may be taken either:

- at a meeting of the trustees; or
- by resolution in writing or electronic form agreed by a majority of all of the trustees, which may comprise either a single document or several documents containing the text of the resolution in like form to which the majority of all of the trustees has signified their agreement. Such a resolution shall be effective provided that a

- copy of the proposed resolution has been sent, at or as near as reasonably practicable to the same time, to all of the trustees; and
- the majority of all of the trustees has signified agreement to the resolution in a document or documents which has or have been authenticated by their signature, by a statement of their identity accompanying the document or documents, or in such other manner as the trustees have previously resolved, and delivered to the Trust at its principal office or such other place as the trustees may resolve within 28 days of the circulation date.

Article 18: Delegation by trustees

- 18.1 The trustees may delegate any of their powers or functions to a committee or committees, and, if they do, they must determine the terms and conditions on which the delegation is made. The trustees may at any time alter those terms and conditions, or revoke the delegation.
- 18.2 This power is in addition to the power of delegation in the General Regulations and any other power of delegation available to the trustees, but is subject to the following requirements –
- (a) a committee may consist of two or more persons, but at least one member of each committee must be a trustee;
 - (b) the acts and proceedings of any committee must be brought to the attention of the trustees as a whole as soon as is reasonably practicable; and
 - (c) the trustees shall from time to time review the arrangements which they have made for the delegation of their powers.

Article 19: Meetings and proceedings of trustees

19.1 The Executive Committee

- (a) The Office-bearers of the Executive Committee shall consist of a Chairperson, Vice-Chairperson, Secretary, Treasurer, Joint-Secretary and Assistant Treasurer.
- (b) The Executive Committee shall execute the decisions made by the Board of Trustees and manage the affairs of the Trust.
- (c) Any casual vacancies in the Executive Committee may be filled by a member of the Board of Trustees by an election process.

19.2 Calling meetings

The Board shall hold at least three ordinary meetings each year. A special meeting may be called at any time by the Chairperson, Secretary or by any two members of the Board upon not less than three (3) days' notice being given to the other members of the Board of the matters to be discussed.

19.3 Chairing of meetings

If both Chairperson and Vice Chairperson are absent at meetings, the members of the Board shall elect a *pro-tem* Chairperson from the members present.

19.4 Procedure at meetings

(a) There shall be a quorum when at least one third or seven (whichever is less) of the members of the Board are present.

(b) The Board and the Executive Committee shall keep minutes, in a book kept for that specific purpose, or electronically, for any Board meetings or any committee meetings.

(c) The Board may from time to time make and alter rules for the conduct of their business, the summoning and conduct of their meetings and the custody of documents. No rules may be made which is inconsistent with this Constitution.

(d) A trustee shall not be counted in the quorum present when any decision is made about a matter upon which he or she is not entitled to vote.

(e) Questions arising at a meeting shall be decided by a majority of those eligible to vote.

(f) In the case of an equality of votes, the chair shall have a second or casting vote.

19.5 Participation in meetings by electronic means

(a) A meeting may be held by suitable electronic means agreed by the trustees in which each participant may communicate with all the other participants.

(b) 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.

(c) Meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes.

19.6 Duties of Office-bearers

All Officers of the Trust shall be Honorary Officers and no remuneration shall be paid to any person elected to the respective offices.

(a) Qualifications of the Office-bearers of the Executive Committee:

- He or she must be a Hindu by faith.

- He or she must be an ordinary or life member of the Trust and must have been as such for not less than two years at the time of the nomination/filing papers as Candidates for election.
- He or she must not be a member of the Executive Committee or Trustees of any other Institution which has the same object as of the Trust.

(b) Chairperson: He or she shall have the general supervision of the affairs of the Trust and shall preside over all the meetings of the Executive Committee and the Board of Trustees. He or she along with the Secretary can call a meeting of the Committee at any time as deemed necessary and must ensure that minutes of all meetings of the Committee are recorded correctly and duly documented for review by members. The Chairperson together with the Secretary and the Treasurer shall also execute all Deeds, Mortgages, Bonds and Contracts in the name of the Trust. He or she shall be impartial and allow every member to express and discuss their views at every meeting.

(c) Vice-Chairperson: He or she shall assist the Chairperson in his or her duties and during their absence shall act for them. He or she shall represent the Trust wherever and whenever required at civic receptions, meetings and conferences.

(d) Secretary:

- Shall attend all gatherings.
- Shall attend all the meetings of the Executive Committee and the Board of Trustees and maintain the minute books.
- Shall attend to the day-to-day administration of the Trust and shall deal with all the correspondence in the name of the Trust.
- Shall issue invitations on behalf the Trust and shall convene all the meetings of the Executive Committee and the Board of Trustees.
- Shall give effect to the Resolutions passed in all meetings.
- Shall have liaison with the Sub-Committees and call for progress reports from other Office-bearers/Members.
- Shall have general supervision over the employees of the Trust and close liaison with the Chief Priest and other artisans.
- Shall prepare and submit the General Report for the presentation at the General Meeting at the end of the year.

(e) Joint-Secretary: The Joint-Secretary of the Committee shall assist the Secretary in the performance of his or her duties and shall act for him or her during their absence.

(f) Treasurer: The Treasurer shall have custody and keep account of all money, funds and property of the Trust.

- The Treasurer shall collect the dues, keep account of all the receipts and expenses, and deposit all funds received in the name of the Trust in such financial institution(s) account(s) as may be designated by the Executive Committee. The bank account(s) shall be joint in the names of the Treasurer, the Secretary and a Life-time founding Trustee of the Executive Committee.
- The Treasurer or a designee shall deposit all the money at the bank received in the accounts of the Trust no later than one (1) month of its receipt.
- The Treasurer shall prepare a financial statement for all the receipts and expenses and present it to the Executive Committee during meetings. The Treasurer shall prepare and submit the audited annual financial statements to the Executive Committee and to the members at the Annual General Meeting.
- The Treasurer shall get the accounts of the Trust audited by the auditor appointed by the Executive Committee of the Trust every three month by maintaining two Cash Books – a Main and a Petty Cash Book.
- The Treasurer shall on demand hand over the accounts of the Trust to the Chairperson/ Secretary of the Trust for the inspection.

(g) Assistant Treasurer: Shall assist the Treasurer in the performance of his or her duties and shall act for him or her during their absence.

Article 20: Saving Provisions

20.1 Subject to sub-clause 20.2 of this clause, all decisions of the trustees, or of a committee of trustees, shall be valid notwithstanding the participation in any vote 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 vote on the matter, whether by reason of a conflict of interest or otherwise;

if, without the vote 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.

- 20.2 Sub-clause 20.1 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 20.1, the resolution would have been void, or if the trustee has not complied with clause 7 (Conflicts of interest).

Article 21: Execution of documents

- 21.1 The Trust shall execute documents by signature.
- 21.2 A document is validly executed by signature if it is signed by at least two of the Office-bearers mentioned in article 19.6(b)

Article 22: Use of electronic communications

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

- (a) 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;
- (b) any requirements to provide information to the Commission in a particular form or manner.

Article 23: Keeping of registers

The Trust 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.

Article 24: Minutes

The trustees must keep minutes of all:

- (1) appointments of officers made by the trustees;
- (2) proceedings at general meetings of the Trust;
- (3) meetings of the trustees and committees of trustees including:
 - the names of the trustees present at the meeting;
 - the decisions made at the meetings; and
 - where appropriate the reasons for the decisions;
- (4) decisions made by the trustees otherwise than in meetings.

Article 25: Accounting records, accounts, annual reports and returns, register maintenance

- 25.1 The trustees must comply with the requirements of the Charities Act 2011 with regard to the keeping of accounting records, to the preparation and scrutiny of statements of accounts, and to the preparation of annual reports and returns. The statements of accounts, reports and returns must be sent to the Charity Commission, regardless of the income of the Trust, within 10 months of the financial year end.
- 25.2 The trustees must comply with their obligation to inform the Commission within 28 days of any change in the particulars of the Trust entered on the Central Register of Charities.
- 25.3 The Trust must open and maintain a bank account in a local bank or building society in the name of “Milton Keynes Murugan Temple Trust” with three Board members (the Treasurer, the Secretary and a Life-time founding Trustee of the Executive Committee) as the signatories. Any two signatures are required at any one time for withdrawing funds from the account.

Article 26: Rules

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

Article 27: Disputes

If a dispute arises between members of the Trust 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 before resorting to litigation.

Article 28: Amendment of constitution

As provided by clauses 224-227 of the Charities Act 2011:

28.1 This constitution can only be amended:

- (a) by resolution agreed in writing by all members of the Trust; or
- (b) by a resolution passed by a 75% majority of votes cast at a general meeting of the members of the Trust.

28.2 Any alteration of clause 3 (Objects), clause [29] (Voluntary winding up or dissolution), this clause, or of any provision where the alteration would provide authorisation for any benefit to be obtained by trustees or members of the Trust or persons connected with them, requires the prior written consent of the Charity Commission.

28.3 No amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid.

28.4 A copy of any resolution altering the Constitution, together with a copy of the Trust's Constitution as amended, must be sent to the Commission within 15 days from the date on which the resolution is passed. The amendment does not take effect until it has been recorded in the Register of Charities.

Article 29: Voluntary winding up or dissolution

29.1 As provided by the Dissolution Regulations, the Trust may be dissolved by resolution of its members. Any decision by the members to wind up or dissolve the Trust can only be made:

(a) at a general meeting of the members of the Trust called in accordance with clause 11 (Meetings of Members), of which not less than 14 days' notice has been given to those eligible to attend and vote:

(i) by a resolution passed by a 75% majority of those voting, or

(ii) by a resolution passed by a decision taken without a vote and without any expression of dissent in response to the question put to the general meeting; or

(b) by a resolution agreed in writing by all members of the Trust.

29.2 Subject to the payment of all the Trust's debts:

(a) Any resolution for the winding up of the Trust, or for the dissolution of the Trust without winding up, may contain a provision directing how any remaining assets of the Trust shall be applied.

(b) If the resolution does not contain such a provision, the trustees must decide how any remaining assets of the Trust shall be applied.

(c) In either case the remaining assets must be applied for charitable purposes the same as or similar to those of the Trust.

29.3 The Trust must observe the requirements of the Dissolution Regulations in applying to the Commission for the Trust to be removed from the Register of Charities, and in particular:

- (a) the trustees must send with their application to the Commission:
- (i) a copy of the resolution passed by the members of the Trust;
- (ii) a declaration by the trustees that any debts and other liabilities of the Trust have been settled or otherwise provided for in full; and
- (iii) a statement by the trustees setting out the way in which any property of the Trust has been or is to be applied prior to its dissolution in accordance with this constitution;
- (b) the trustees must ensure that a copy of the application is sent within seven days to every member and employee of the Trust, and to any trustee of the Trust who was not privy to the application.

29.4 If the Trust is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

Article 30: Interpretation

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 sub-clause (a) above;
- (c) a person carrying on business in partnership with the trustee or with any person falling within sub-clause (a) or (b) above;
- (d) an institution which is controlled –
 - (i) by the trustee or any connected person falling within sub-clause (a), (b), or (c) above; or
 - (ii) by two or more persons falling within sub-clause (d)(i), when taken together
- (e) a body corporate in which –
 - (i) the trustee or any connected person falling within sub-clauses (a) to (c) has a substantial interest; or
 - (ii) two or more persons falling within sub-clause (e)(i) who, when taken together, have a substantial interest.

Section 118 of the Charities Act 2011 applies 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 10, Chapter 4] of the General Regulations.

“Trustee” means a trustee of the Trust.

A **“poll”** means a counted vote or ballot, usually (but not necessarily) in writing.

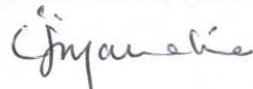
Article 31: Adoption of this Constitution

This Constitution (as revised and adopted on *17 June 2018*), supersedes the one adopted on *20 September 2010* and is hereby signed by the Chairperson, Secretary and another trustee on behalf of the Board of Trustees.

1. Name: Mrs Chandraleka Jeyaratnam

Address: 7 Wentworth Way, Bletchley, Milton Keynes MK3 7RW

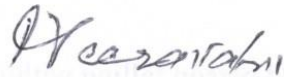
Signature:



2. Name: Dr Mylvaganam Veeravahu

Address: 15 Ashfiled, Stantonbury, Milton Keynes MK14 6AU

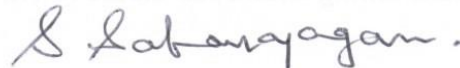
Signature:



3. Name: Mr Sabapathy Sabanayagam

Address: 92 Eelbrook Avenue, Bradwell Common, Milton Keynes MK13 8RB

Signature:



APPENDIX:

The following provisions do not form part of the Constitution but are provided to explain some aspects of clauses 11 (General meetings of members) and 22 (Use of electronic

communications). Notes on these clauses are included with the explanatory notes accompanying the clauses.

General meetings of members

Proxy voting

(a) Any member of the Trust may appoint another person as a proxy to exercise all or any of that member's rights to attend, speak and vote at a general meeting of the Trust. Proxies must be appointed by a notice in writing (a "proxy notice") which:

(i) states the name and address of the member appointing the proxy;

(ii) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;

(iii) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Trust may determine; and

(iv) is delivered to the Trust in accordance with the Constitution and any instructions contained in the notice of the general meeting to which they relate.

(b) The Trust may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

(c) Proxy notices may (but do not have to) specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

(d) Unless a proxy notice indicates otherwise, it must be treated as:

(i) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

(ii) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

(e) A member who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Trust by or on behalf of that member.

(f) An appointment under a proxy notice may be revoked by delivering to the Trust a notice in writing given by or on behalf of the member by whom or on whose behalf the proxy notice was given.

(g) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

(h) If a proxy notice is not signed or authenticated by the member appointing the proxy, it must be accompanied by written evidence that the person who signed or authenticated it on that member's behalf had authority to do so.

Use of electronic communications

To the Trust

Any member or trustee of the Trust may communicate electronically with the Trust to an address specified by the Trust for the purpose, so long as the communication is authenticated in a manner which is satisfactory to the Trust.

By the Trust

(a) Any member or trustee of the Trust, by providing the Trust with his or her email address or similar, is taken to have agreed to receive communications from the Trust in electronic form at that address, unless the member has indicated to the Trust his or her unwillingness to receive such communications in that form.

(b) The trustees may, subject to compliance with any legal requirements, by means of publication on its website –

(i) provide the members with the notice referred to in clause 11(3) (Notice of general meetings);

(ii) give trustees notice of their meetings in accordance with clause 19(1) (Calling meetings);
[and

(iii) submit any proposal to the members or trustees for decision by written resolution in accordance with the Trust's powers under clause 10 (Members' decisions), 10(3) (Decisions taken by resolution in writing).

(c) The trustees must:

(i) take reasonable steps to ensure that members and trustees are promptly notified of the publication of any such notice or proposal;

(ii) send any such notice or proposal in hard copy form to any member or trustee who has not consented to receive communications in electronic form.