



THE JERSEY CHILD CARE TRUST

CONSTITUTION

1. Definitions

1.1 Unless the context otherwise requires, in this Constitution, the following expressions shall have the following meanings;

“Association” The Jersey Child Care Trust, is an association proposed by the Education Committee (P.244/96). The proposition was adopted by the States on 18 February 1997 and duly incorporated by Act of the Royal Court, registered on 5 December 1997, pursuant to the provisions of the Law;

“Committee” The body of members appointed from time to time in accordance with the provisions of clause 6.

“Law” “Loi (1862) sur les teneures en fidéicomis et l’incorporation d’associations”.

“Minister” A Person appointed pursuant to Articles 19 or 23 of the States of Jersey Law 2005 (or equivalent Article in any amending legislation) and shall include Ministers when or where acting collectively or as a corporation aggregate (including, in the latter case, as the ‘Jersey Ministers’ pursuant to Part 4 of the Machinery of Government (Miscellaneous Amendments) (Jersey) Law 2018 (Once in force)).

“States” The States of Jersey

2. Name

2.1 The Association shall be called “The Jersey Child Care Trust” and shall be incorporated under the Law.

3. Purpose

3.1 To promote and facilitate and support the expansion of high quality and affordable childcare provision in the Island.

4. Objects

- 4.1 Promote evidence based best practice in childcare.
- 4.2 Improve the availability, accessibility and affordability of child care facilities and services for children, families and other carers.
- 4.3 Provide information, support and advice to families, professionals, employers and other interested parties.
- 4.4 Attract and distribute funding to stimulate initiatives in support of children with Special Educational Needs and Disabilities and in support of children where families are living with adversity or ill-health.

5. Means

- 5.1 To achieve the purpose set out in clause 3 and the objects set out in clause 4, the Association may (either alone or in conjunction with any other reputable organisation, entity or individual):
 - 5.1.1 Raise money, for use solely in the furtherance of the purpose and objects, by means of contributions, donations and legacies, grants, loans and other sources.
 - 5.1.2 Receive and accept, from any source, gifts and grants of money and/or any other kind of property whether unconditionally or subject to any terms, conditions or trusts.
 - 5.1.3 Purchase, take on, lease or exchange, hire or otherwise acquire any moveable and immoveable property.
 - 5.1.4 Construct, maintain and alter any buildings or premises as may be necessary to facilitate the work of the Association.
 - 5.1.5 Incorporate a company of any type permitted by the Companies (Jersey) Law 1991 or a company of equivalent or similar type as may be permitted by equivalent legislation in any jurisdiction outside of Jersey (including, for avoidance of doubt, a charitable incorporated organisation pursuant to the UK's Charities Act 2011).
 - 5.1.6 Make loans either interest free or at a rate of interest at or less than a commercial rate and/or to make grants and/or donations of money and/or of any kind of property to any individual, group of individuals,

partnership or body corporate practising or promoting any childcare facilities and/or services and to provide such persons or bodies with any kind of financial assistance whether by way of guarantee, indemnity, or otherwise and so that any such grant or provision of financial assistance may be made unconditionally or subject to such trusts or conditions as the Association may think fit to impose or accept.

- 5.1.7 Take such lawful steps by appeals, public meetings or other as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Association in the shape of donations, or otherwise.
- 5.1.8 Arrange, prepare, print, publish, issue and disseminate any pamphlet, book, document, film, recording or other work and to fix, make and receive fees, royalties and other charges therefore and or admission to and otherwise in respect of any exhibition, lecture, display, course of instruction or other activity connected with the objects of the Association.
- 5.1.9 Subscribe to, become a member of or co-operate with any organisation, institution, society or body involved or interested in matters which are within the objects of the Association.
- 5.1.10 Sell, manage, lease, hypothecate, dispose of, or otherwise deal with all or any part of the property of the Association.
- 5.1.11 At its absolute discretion, invest the moneys of the Association not immediately required for its purpose in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.
- 5.1.12 Employ, contract with or otherwise commission, instruct, or engage persons, whether as employees, officers, advisers or otherwise.
- 5.1.13 Pay out of the funds of the Association the costs, charges and expenses of and incidental to the formation, incorporation, maintenance and development of the Association.
- 5.1.14 Do any such other lawful things as will further the attainment of the above objects.
- 5.1.15 Apply all income to the Association, howsoever generated, solely towards the objects of the Association and no portion thereof, shall be transferred directly by way of dividends, bonus or profit to any Member of the Association and no Member of the Association shall be remunerated under an appointment to any office of the Association or, save as provided in Clause 9.9 below, receive any remuneration or other benefit in money or money's worth from the Association.

6. Committee of Members

- 6.1 For the purposes of this Clause 6, 'independent' shall exclude any person who:
- 6.1.1 is a member of the States (as constituted from time to time pursuant to Article 2 of the States of Jersey Law 2005 or any amendment thereof, including, for the avoidance of doubt, any Minister);
 - 6.1.2 Is the holder of an equivalent post or role in another jurisdiction; or
 - 6.1.3 Otherwise has a significant or material link between his/her personal or business affairs and the affairs of the Association, And 'independence' shall be construed accordingly.
- 6.2 The business and property of the Association shall be controlled and managed by an existing Committee of Members and each new Member shall be appointed at a meeting of the Committee held in accordance with the provisions of this Clause 6 as set out below
- 6.3 All members shall be independent and natural persons
- 6.4 The Committee shall, at all times, ensure that the number of Members does not fall below five, the Committee will seek immediately to appoint sufficient new Members
- 6.5 in the Committee shall appoint one of its members to each of the following offices:
- 6.5.1 Chair;
 - 6.5.2 Honorary Vice Chair
 - 6.5.3 Honorary Treasurer; and
 - 6.5.4 Honorary Secretary
- And such appointments shall be for such a period as the Committee and the appointed member shall between them determine, subject always to Clauses 6.9 and 6.10 below
- 6.6 A Member shall, at no time, hold more than one such office within the Committee.
- 6.7 The Committee shall use all reasonable endeavours to ensure that its Members together provide a balance of skills and expertise and such spread of competence as will optimise the performance and delivery of the Association's purpose and objects, and the Committee may, as it considers necessary and expedient, consult external parties (including, where appropriate, parties who are not independent) in a bid to identify potential candidates with identified areas of expertise.

- 6.8 The Committee may, as it sees fit, invite any person (including a person who is not independent) to attend its meetings and/or provide advice, guidance or evidence in an ex-officio and non-voting capacity
- 6.9 All members shall retire in rotation once every three years (with such rotation organised so as to provide maximum continuity across any three year period) and may offer themselves to the Committee for re-nomination and re-election.
- 6.10 If, through public election or appointment, a Member loses his/her independence, that member shall be deemed immediately to have retired from the Committee
- 6.11 Upon the retirement (without re-election) of a Member holding one of the offices set out in clause 6.5 above, the Committee shall appoint another Member to the vacant office
- 6.12 The Committee shall meet at such times and on such occasions as it may decide, provided that it shall meet at least three times in every calendar year.
- 6.13 Members may attend meetings remotely through the use of telephone or internet-based telecommunication applications (voice or video) PROVIDED ALWAYS that their remote attendance will be noted in the minutes and that Association business will be carried on and decisions made only whilst such remote attendance is continuing and confirmed. Any member attending a meeting remotely will endure that they cannot be overheard and that the privacy of the meeting of Members is not otherwise compromised through the means and circumstance of their remote attendance
- 6.14 A quorum at any meeting of the Committee shall consist of five Members, to include the Chair or Honorary Vice-Chair (or another Member acting in that official capacity by agreement of the Committee)
- 6.15 Save in the case envisaged in Clause 12.1 below, at least seven days' prior notice must be given to all Members both of the meeting and the matters to be discussed at that meeting.
- 6.16 Save as set out in Clause 14.1 below, all decisions of a properly constituted meeting of the Committee will be binding provided they are achieved through a simple majority of those Members attending. The Chair will have a second vote to be cast in the event of their being a tied vote.
- 6.17 The Honorary Secretary will be responsible for ensuring that accurate minutes of all meetings of the Committee are recorded and maintained. Such minutes will be considered and, subject to any amendment being agreed, approved at the meeting immediately following that which they record. Such minutes will be available to current Members for inspection at any reasonable time.

- 6.18 If any member of the Committee shall, without reasonable cause and without giving reasonable notice, fail to attend three consecutive meetings of the Committee, the Committee may at its sole discretion terminate his/her membership of the Committee.
- 6.19 Should any Member act in a manner deemed by any other Member to be contrary to this Constitution or to the purpose and objects of the Association, the Committee (sitting without the potentially offending Member present) will fully consider the allegation, invite the Member concerned to explain or defend their actions and may, as it sees fit, terminate that Member's membership.
- 6.20 In the event that the Committee terminates a Member's membership in accordance with Clauses 6.18 or 6.19, it shall seek immediately to appoint a replacement member to complete the term of the terminated Member and shall, if the terminated Member held an office under Clause 6.5, seek promptly to assign that office to an existing Member or the replacement Member.6.21 In the event of any dispute between a Member and the Association, including a dispute as regards the validity or propriety of the actions of the Member of the Committee under this Constitution or otherwise, the Association will use all reasonable endeavours to resolve the dispute by the most efficient and effective means available.

7. Conflicts of interests and conflicts of loyalties

- 7.1. A Member must declare the nature and extent of any interest, direct or indirect (and which has not been previously declared), which that Member has in a proposed transaction or arrangement with or by the Association.
- 7.2 A Member, upon disclosing such an interest, must offer to absent himself or herself from any Committee meeting (or part of such meeting) or abstain from participation in any discussions in respect of the conflicted matter and, unless the Committee decide otherwise, must not vote or be counted as part of the quorum in any decision of the Committee on the conflicted matter.

8. Patron

- 8.1. A Patron may be elected or removed from that office by the Members of the Association.
- 8.2. The position of the Patron shall be unremunerated, of an honorary nature and shall not carry with it the right to vote at any Committee meeting

9. Accounts and Finance

- 9.1 The Committee shall cause to be kept proper accounts of the finances of the Association in respect of:-
- 9.1.1. all sums of money received and expended by the Trust and the matters in respect of which such receipts and expenditure take place; and

- 9.1.2. all assets and liabilities of the Trust.
- 9.2 An account or accounts in the name of the Association shall be opened and maintained with a bank established with a branch in Jersey
- 9.3 All funds of the Association shall as soon as possible after receipt be paid into its bank accounts. Such accounts shall be under the control of the Committee, which shall from time to time provide for its method of operation, but so that the signature of at least two Members, one of whom shall be either the Honorary Treasurer or the Chair, shall at all times be required to operate the accounts.
- 9.4 The appropriation of benefits shall be approved by the Committee at its meetings or otherwise as it may from time to time decide.
- 9.5 The books of accounts shall always be open to inspection by current Members.
- 9.6 The Committee shall make adequate arrangements for the security and safe custody of all monies and books of accounts belonging to the Association.
- 9.7 The Committee shall cause the books to be audited at least once in each year by one or more qualified accountants and shall provide to the appointed auditor books of account in which shall be kept all proper accounts of all money received and paid respectively by or on behalf of the Association.
- 9.8 The financial year of the Association shall run from January 1st to December 31st.
- 9.9 All property or money received by or for the Association shall be applied for the objects of the Association and shall not be given or paid to any member or officer of the Association, except by way of payment (not exceeding normal commercial rates) for services separately rendered to the Association or for expenditure properly incurred on its behalf.
- 9.10 The Association may receive gifts and legacies of moveable and immoveable property and it may sell, let, exchange or hypothecate real property as shall be expedient in order to raise funds for its purpose and objects.
- 9.11 Decisions on the acquisition or disposal of immoveable property shall be taken by a vote at a meeting of the Committee.

10. Indemnity

- 10.1. Subject always, and without prejudice, to Article 8A of the Law, the Members shall be indemnified by the Association for any liabilities incurred by them in good faith as a result of acting as Members of the Association.

10.2. The Members may authorise from the general funds of the Association the purchase or maintenance by the Association, for the benefit of all current and former members, of any such insurance as is permitted by law in respect of any liability which would otherwise attach to current or former Members.

11. Duties

11.1 The Committee shall ensure compliance with all and any statutory and regulatory requirements falling to the Association, which such requirements may include (but not necessarily be restricted to) those under the Law, the Charities (Jersey) Law 2014, the Income Tax (Jersey) Law 1961, the Non-Profit Organizations (Jersey) Law 2008 and all and any subordinate legislation.

12. Alteration to the Constitution

12.1 This Constitution may be altered by a resolution passed by a majority of those present and voting at a Meeting of the Committee called for that purpose, PROVIDED THAT no such resolution shall be considered unless a notice in writing setting out the terms of the resolution shall have been sent to every Member not less than fourteen days before the date of the Meeting at which it is to be considered and PROVIDED ALWAYS that no alteration to this Constitution shall be effective until approved by the Royal Court of Jersey (or otherwise) in accordance with the Law.

13. Representation

13.1. The Chair shall represent the Trust before the Royal Court and before all tribunals.

14. Dissolution

14.1. The Association may only be dissolved with the agreement of at least two thirds of all the Members.

11.2 In the event of a decision being made to dissolve the Association, any remaining funds and assets shall be distributed in accordance with the decision of the Committee subject always to compliance with the processes and procedures required under Article 10 of the Law.