

SIKH GURDWARA SOUTH LONDON

(Registered charity No: 264931)

(Dec 2012)

CONSTITUTION

1. NAME

- 1.1. The body hereby constituted shall be called SIKH GURDWARA SOUTH LONDON, hereinafter referred to as “the Gurdwara”.

2. ADDRESS

- 2.1. The official address of the Gurdwara shall be 142 MERTON ROAD, SOUTHFIELDS, LONDON SW18 5SP.

3. OBJECTS

3.1. RELIGIOUS AND SPIRITUAL

- 3.1.1. To advance knowledge and understanding of Sikh religious and spiritual teachings to Sikhs living in the United Kingdom and maintenance of the doctrines that serve to promote and manifest Sikh faith. To achieve this objective the Gurdwara shall:
 - 3.1.2. Hold regular Diwans (congregational services)
 - 3.1.3. Commemorate Gurpurbs (religious and historical events)
 - 3.1.4. Conduct marriage, funeral, and other religious ceremonies;
- 3.2. All religious ceremonies held in the Gurdwara shall be in accordance with the Sikh Rehat Maryada as issued by the Shromani Gurdwara Parbandhak Committee Amritsar.
- 3.3. The stage of the Gurdwara shall not be used for any political purpose or electioneering.

3.4. SOCIAL CULTURAL AND EDUCATIONAL

- 3.4.1. Without prejudice to the generality of Clause 3.1 above, to establish a separate section to be known as the Southfields Sikh Community Centre with a view to:
 - 3.4.1.1. helping the needy, disadvantaged and the aged.
 - 3.4.1.2. providing facilities for Punjabi and religious teaching.
 - 3.4.1.3. encouraging social and recreational activities for and by the youth,
 - 3.4.1.4. maintaining a women's guild to run recreational and education classes
 - 3.4.1.5. the advancement of education among members of the Sikh community in the United Kingdom (including in connection therewith the provision and maintenance of a library)
 - 3.4.1.6. the provision of social welfare facilities for recreation or other leisure-time occupation with the object of improving the conditions for members of the Sikh community in the United Kingdom, provided always that such facilities are to be available to the members of the public at large.
 - 3.4.1.7. The pursuit as necessary from time to time of any other activities to achieve the above for the community, consistent with the main objective of the Gurdwara.

4. MEMBERSHIP

- 4.1. There shall be the following categories of membership of the Gurdwara
 - 4.1.1. **Ordinary Membership:** subject to the provisions of this constitution any person over 16 years of age, belonging to the Sikh faith shall be eligible to apply for membership by completion of an Application for Membership Form (Appendix A);
 - 4.1.2. **Life Membership:** is identical to Ordinary Membership but lasting the lifetime of a member who has paid life membership subscription;
 - 4.1.3. **Honorary Membership:** the Management Board may decide to invite a person, a Sikh or non Sikh, who has rendered meritorious services to the Sikh community or advanced the Sikh religion, to become an Honorary Life Member; a person may only be invited to become an Honorary Member on the unanimous decision - arrived at by secret ballot - of the Management Board; the Board shall decide at the time of the invitation whether to confer voting rights on that person.
 - 4.1.4. **Patron:** the existing patrons shall remain patrons of the Gurdwara.
- 4.2. Membership of the Gurdwara shall be subject to the approval of the Management Board whose decision in the matter shall be final. Membership may be terminated in accordance with the provisions set out hereunder
- 4.3. Membership will run from 1st January to 31st December of each calendar year. Any person admitted to the membership during the year will be required to renew his/her membership on 1st January of the following year.
- 4.4. Members shall assist the Office Bearers and Assistant Office Bearers in the running of the Gurdwara if and when called upon to do so.
- 4.5. In this constitution, unless the context otherwise requires, the term “Full Member” means a person who is an Ordinary Member or Life member and whose subscription has been paid in full.
- 4.6. The Management Board may from time to time take such steps as are reasonably necessary to ensure that the number of persons present on the Gurdwara premises at any one time does not exceed (a) the number that, in the view of the Board, can reasonably be accommodated and (b) the limit specified in the planning permission relating to the premises or any other limit imposed by law; the Board may also restrict the membership of the Gurdwara to a specific number if it decides that it is in the interests of the Gurdwara so to do and provided that such restriction is not contrary to the charitable status of the Gurdwara.

5. SUBSCRIPTIONS

- 5.1. The following subscriptions shall apply:
 - 5.1.1. Ordinary membership £5 per calendar year
 - 5.1.2. Life membership £100

6. GENERAL MEETINGS

- 6.1. The term “General Meeting” herein shall unless the context otherwise requires include the Annual General Meeting;

- 6.2. Save in the case of urgency, a notice of at least 14 days shall be given to convene a General Meeting of the Gurdwara; in the case of urgency the Management Board may abridge the period of notice of such meeting;
- 6.3. The notice convening the meeting shall set out the business to be conducted thereat.
- 6.4. Twenty-five Full Members shall form the quorum for a General Meeting but so that:
 - 6.4.1. if there is no quorum within thirty minutes of the time appointed for the commencement of the meeting, the meeting shall stand adjourned.
 - 6.4.2. The adjourned meeting shall be reconvened giving seven days' notice and shall proceed with the business on the agenda regardless of whether or not there is a sufficient quorum.
- 6.5. Unless otherwise provided herein any resolution presented to a General Meeting will be carried if approved by a bare majority of members present and voting at the meeting.
- 6.6. An Annual General Meeting shall be held in April each year (or so soon thereafter as can be arranged) for the purpose of holding elections to fill any vacancy that has arisen in respect of the Management Board or Trustees and for the presentation of an annual report by the Honorary Secretary and the audited accounts by the Honorary Treasurer; no other business shall be conducted at the Annual General Meeting.
- 6.7. Save as otherwise provided herein, the election of a member to be a member of the Management Board or a Trustee shall take place at the Annual General Meeting, and not less than 21 days' notice shall be given of that meeting and so that:
 - 6.7.1. In the event of a contested election the voting shall be by secret ballot
 - 6.7.2. The form for nomination of a member to be a member of the Management Board or a Trustee is set out in Appendix B;
 - 6.7.3. All nominations must be proposed and seconded by Full Members and have the written consent of the person being nominated;
 - 6.7.4. Nominations must be submitted to the Management Board not less than 10 days before the General Meeting at which the election is to take place to enable the Management Board to check the eligibility of the nominee; the names of all eligible nominees shall then be notified to the membership in such manner as the Management Board may direct;
 - 6.7.5. A nominee must be present at the Meeting at which the election is held.

7. **MANAGEMENT BOARD**

- 7.1. The Gurdwara shall be managed by a Management Board ("the Board") consisting of five members qualified as set out herein and elected by the members in General Meeting.
- 7.2. Subject to the transitional provisions set out in Schedule 1 hereto, a member elected to the Board will serve for a period of five years; a retiring member will not be eligible to stand for re-election for one year after he or she ceases to be a Board Member.

- 7.3. A member is qualified to be elected to, or remain, a member of, the Board if he or she:
- 7.3.1. Is a Sabat Soorat Kesadhari Sikh,
 - 7.3.2. Is and has been for at least five years a Full Member of the Gurdwara and
 - 7.3.3. Has reading and writing skills in both English and Gurmukhi.
- 7.4. A member is not qualified to be elected to, or remain, a member of, the Board if he or she:
- 7.4.1. is a Trustee of the Gurdwara;
 - 7.4.2. holds any office other than that of a holding trustee in any other Sikh religious institution or Gurdwara in the United Kingdom; the term “holding trustee” wherever used in this constitution means (unless the context otherwise requires) a trustee holding legal title to property and having no other managerial function; or
 - 7.4.3. ceases to be a Full Member of the Gurdwara.
- 7.5. Nothing in clause 7.4 prevents a person standing for election to the Board if his or her trusteeship of the Gurdwara or office of the other institution or Gurdwara is due to terminate (and does in fact terminate) on or before his taking up his position as a member of the Board.
- 7.6. No more than one member of a family may be a member of the Board at the same time; for this purpose a person’s family consists of his or her spouse, issue, parent, step parent, step child, brother or sister (whether of the of the whole or half-blood) and step brother or sister;
- 7.7. The Management Board shall meet as frequently as may be required and at least once every 3 months and the following provisions shall apply to meetings: ;
- 7.7.1. The quorum for meetings of the Management Board shall be three;
 - 7.7.2. Meetings shall be chaired by the Chairman or in his absence the member who has been appointed by the Chairman to deputise for him for that meeting; if no such member has been appointed, the longest serving member shall act as deputy;
 - 7.7.3. The principle of collective responsibility shall apply to all decisions of the Management Board.
 - 7.7.4. Unless otherwise provided herein or directed by the Chairman or acting chairman, voting shall be by show of hands; in the case of equality of votes the Chairman or acting Chairman shall have a casting vote.
- 7.8. A member of the Management Board shall forthwith retire if he or she:
- 7.8.1. Ceases to be a Full Member of the Gurdwara;
 - 7.8.2. Becomes bankrupt or makes any arrangement or composition with his or her creditors;
 - 7.8.3. Becomes of unsound mind;
 - 7.8.4. Is convicted of any criminal offence save that in the case of a minor offence not involving dishonesty or violence the remaining members of the Management Board may in the exercise of their discretion waive this provision;
 - 7.8.5. Has been absent without permission of the Management Board from more than two consecutive meetings of the Management Board; or

- 7.8.6. Is removed by the vote of two-thirds of the members voting at a General Meeting of the members on a motion for that purpose of which notice has been given in the notice convening the meeting;
- 7.9. If it transpires that an elected member was not qualified when elected or has ceased to be qualified that member shall forthwith retire but (a) no decision of the Management Board of which he or she was a member shall be invalidated by virtue of the absence of qualification (b) the Management Board shall retain its powers and duties pending the election of a new member or the filling of the vacancy as a casual vacancy notwithstanding that its numbers are reduced below five.
- 7.10. A casual vacancy (that is a vacancy arising by virtue of the death or early retirement of a member of the Management Board) shall be filled either by the appointment by the remaining members of the Board or by an election by the Full Members in General Meeting but so that:
- 7.10.1. If filled by appointment then, at the next General Meeting or at a General Meeting convened for the purpose, that appointment shall be put to the meeting for ratification;
- 7.10.2. if an appointment is not ratified, a General Meeting will be convened for the purpose of holding an election to fill the vacancy (and, so that doubts shall not arise, it is hereby provided that the member whose appointment was not ratified may stand for election);
- 7.10.3. In any event, the person appointed (if that appointment is ratified) or elected will serve until the conclusion of the five year term that would have been served by the member whose death or retirement has created the vacancy.

8. OFFICE BEARERS

- 8.1. The Management Board shall elect one of its number to each of the following offices namely Honorary Chairman, Honorary Secretary and Honorary Treasurer.
- 8.2. Election to an office shall be for a period of one year but an office bearer may be re-elected to that office
- 8.3. An office bearer will cease to hold office forthwith on ceasing to be a member of the Management Board.

9. ASSISTANT OFFICE BEARERS

- 9.1. The Management Board may appoint from the Full Members assistant office bearers to carry out the day to day work of management of the Gurdwara in particular:
- 9.1.1. Administrative Secretary
- 9.1.2. Finance Officer
- 9.1.3. Property Manager;
- 9.1.4. Bhandari
- 9.2. The responsibilities of each officer are set out in Schedule 2 hereto;
- 9.3. Unless the Assistant Office Bearer is appointed to hold office for a fixed period of time he or she shall hold office until he or she retires or is replaced by the Management Board but so that he or she will cease to hold office forthwith on ceasing to be a member of the Gurdwara.
- 9.4. The Management Board shall have power from time to time to vary the number and or description of the Assistant Office Bearers and or their respective responsibilities.

- 9.5. Subject to the approval and any direction of the Management Board, an Assistant Office Bearer may appoint a member or members to help him or her and the responsibility for training such member(s) shall be that of the Assistant Office Bearer in question.

10. TRUSTEES

- 10.1. There shall be five Trustees to jointly act as a body elected by the members in General Meeting.
- 10.2. A member elected a Trustee will serve for a period of five years; a retiring member shall not be eligible to stand for re-election for a period of one year after his or her retirement.
- 10.3. A member is qualified to be elected, or remain, a Trustee if he or she:
- 10.3.1. Is a Sabat Soorat Kesadhari Sikh,
- 10.3.2. Has attained the age of 25 years, is a UK citizen and is the proprietor (whether sole or joint) of at least one property with title registered in the United Kingdom,
- 10.3.3. Is and has been for at least 3 years a Full Member of the Gurdwara, and
- 10.3.4. Has reading and writing skills in both English and Gurmukhi.
- 10.4. A member is not qualified to be elected, or remain, a Trustee if he or she:
- 10.4.1. Ceases to be a full member of the Gurdwara;
- 10.4.2. Is a member of the Management Board of the Gurdwara; or
- 10.4.3. Holds any office other than that of a Holding Trustee in any other Sikh religious institution or Gurdwara in the United Kingdom.
- 10.5. A Trustee shall forthwith retire if he or she:
- 10.5.1. Ceases to be a full Member of the Gurdwara;
- 10.5.2. Becomes bankrupt or makes any arrangement or composition with his or her creditors;
- 10.5.3. Becomes of unsound mind; or
- 10.5.4. Is convicted of any criminal offence save that in the case of a minor offence not involving dishonesty or violence the Management Board may in the exercise of its discretion waive this provision.
- 10.6. Any vacancy occurring during the term of a trustee shall be filled by election at a General Meeting called for the purpose not later than ten weeks after the Board Meeting at which the vacancy is first recorded; the person elected to fill the vacancy will serve for the remainder of his term of service and retire in the order that applied to his predecessor; the Board may in its discretion direct that clause 10.2 shall not apply on the first retirement of a person elected to fill a vacancy occurring during the term of a trustee where in its judgment a substantial part of the term had already been served prior to the vacancy arising.
- 10.7. The Trustees shall meet as often as required; a quorum is four Trustees and decisions shall be by majority vote; the Trustees shall nominate one of their number as to act as Chairman.

10.8. The names and dates of retirement of the current trustees are set out in Schedule 1 hereto.

11. PREACHING

11.1. The Management Board shall employ Giani(s) who shall act as Consultant(s) on Sikhism, Gurbani Parchaar and Procedure on Sikh Religious Rites, Sikh Doctrines, Gurbani and Sikh Rehat Maryada.

12. PROPERTY

12.1. The legal title to all the property of the Gurdwara (real or personal) shall be vested in the Trustees;

12.2. The Trustees shall act as Holding Trustees and any decisions affecting the real property belonging to the Gurdwara shall be made by the Management Board or by the members of the Gurdwara in General Meeting and (subject to clause 12.3) it shall be the duty of the Trustees to give effect to such decisions so far as they may be lawful, and providing that the Trustees are at all times fully indemnified against any outgoings incurred in respect of the property and any costs or expenses to which they may be subjected by giving effect to such decisions;

12.3. The Trustees shall not be required to carry out any disposal of any land held by or on behalf of the Gurdwara unless:

12.3.1. the requirements of section 36 Charities Act 1993 (or any statutory modification or replacement thereof) have been met; and

12.3.2. any decision to sell or dispose by way of charge or otherwise of the Gurdwara or any part thereof or to part with possession or occupation of the Gurdwara or any part thereof has been confirmed by a resolution passed by the members in General Meeting.

13. LEGAL PROCEEDING

13.1. Legal Proceedings shall be brought or defended on behalf of the Gurdwara in the name of the Trustees or the Management Board or such other person(s) as the Management Board may be advised is appropriate but so that any person bringing or defending legal proceedings on behalf of the Gurdwara with the authority of the Management Board shall (unless the Court otherwise orders) be at all times fully indemnified against any costs or expenses arising therefrom;

13.2. Without prejudice to the foregoing no person shall be required to bring proceedings on behalf of the Gurdwara unless (a) the Management Board has been advised by a qualified legal adviser that the proceeding are not Charity Proceedings within the meaning of section 33 Charities Act 1993 or (b) the requirements of section 33 have been satisfied; references to section 33 include any statutory modification or replacement thereof.

14. FINANCE

14.1. Bank accounts for the safe custody and conduct of all monies of the Gurdwara shall be maintained with a reputable banking organisation as determined from time to time by the Management Board and so that the mandate to operate any bank account shall require two signatures and be limited to the Honorary Treasurer, the Chairman, the Honorary Secretary or their appointed deputies but so that:

- 14.1.1. Subject to clause 14.1.2 all cheques will be signed by the Honorary Treasurer (and one other of the authorised signatories);
- 14.1.2. In an emergency arising when the Honorary Treasurer is not available to sign cheques, a cheque or cheques may be signed by the Chairman or Honorary Secretary (and one other of the authorised signatory).
- 14.2. The limits on expenditure are as follows:
 - 14.2.1. The Chairman may authorise a payment for charitable purposes or an honorarium up to a maximum in either case of £250;
 - 14.2.2. A single member of the MB may in an emergency (and no more than once every 6/12 months) authorise the incurring of properly vouched for expenditure up to a maximum of £500 AND thereafter within 7 days of such authorisation give written notice thereof to other members of the Board."
 - 14.2.3. The Management Board may authorise the incurring of any other expenditure up to a maximum of £10,000; and
 - 14.2.4. any expenditure in excess of £10,000 shall be incurred only with the authority of a General Meeting
- 14.3. Books of account shall be maintained in respect of all receipts and payments of the Gurdwara and such accounts shall be audited the Auditor in November and May each year.
- 14.4. The Auditor will be a certified or chartered accountant appointed for this purpose by the Management Board;
- 14.5. All monies received by or belonging to the Gurdwara shall be applied solely towards the furtherance of the objects set out herein including the maintaining of the Gurdwara including (without prejudice to the generality of the foregoing):
 - 14.5.1. Insuring, repairing and maintaining the Gurdwara and the furniture and effects therein and all other immovable or tangible moveable property belonging to the Gurdwara;
 - 14.5.2. Paying rates, taxes, wages, salaries and other outgoings.

15. **DISCIPLINE**

- 15.1. Strict discipline shall be maintained during Board and General Meetings. Members only shall be allowed to attend General Meetings and full Members only shall be allowed to vote at such Meetings,
- 15.2. The Chairman shall have full discretionary powers to reprimand or caution any member who behaves in a manner unbecoming of a Sikh or liable to bring the Gurdwara into disrepute. If such conduct persists the offending member may be barred from the Gurdwara by the Board for a period of not less than one year.

16. **CESSATION OR TERMINATION OF MEMBERSHIP**

- 16.1. A member who fails to pay the annual subscription and falls into arrears for more than twelve months without reasonable cause shall be deemed to have relinquished his or her membership. Such a person wishing to reinstate membership shall follow the procedure for a new member's enrolment.

- 16.2. The Management Board shall have the power to terminate the membership of a member whose behaviour in the opinion of the Management Board is liable to bring the Gurdwara into disrepute or is detrimental to the interests of the Gurdwara, but so that:
- 16.2.1 Before suspending or terminating the membership of a member of the Gurdwara the Board shall give him or her notice in writing informing him or her of the matters complained of and of his right to make representations to the Board either in person or in writing within such period (not being less than 28 days) as may be specified in such notice.
- 16.2.2 The Board shall thereafter afford the member concerned the opportunity to make representations to the Board either in person or in writing within the period so specified; the Board after giving such consideration as they shall think fit to the representations, if any, made by the member concerned may decide whether or not to proceed with the suspension or termination of his membership as the Board shall think fit.
- 16.3. The Board may of its motion or on the application of the member concerned rescind any decision to suspend or terminate membership; any member whose membership is terminated as aforesaid may re-apply for membership not earlier than one year from the date of termination of his or her membership.
- 16.4. A member leaving the United Kingdom for a significant period may request the Management Board to suspend his or her membership and if his or her membership is suspended Rule 16.1 shall not apply during the period of suspension.

17. DISSOLUTION

- 17.1. If the Management Board shall decide that it has become impossible to run the affairs of the Gurdwara it may by resolution summon a General Meeting.
- 17.2. If the General meeting shall decide by a three-quarters majority vote of Members attending the meeting to terminate the affairs of the Gurdwara then the Management Board and Trustees shall take all necessary steps to wind up the affairs of the Gurdwara and when all liabilities have been discharged in full arrange to transfer any surplus to a charitable organisation with objects similar to those of the Gurdwara or, if this is not practicable, then to some other charitable object.

18. AMENDMENTS TO THE CONSTITUTION

- 18.1. Subject to clause 18.2, this constitution may be amended by a majority vote at a General Meeting; any suggestions for amendment from members must be submitted to the Hon. Secretary in writing so that these can be put before the Board prior to the General Meeting convened for the purpose of considering the amendment;
- 18.2. No amendment to the constitution shall be made which would cause the Gurdwara to cease to be a charity and no amendment shall be made to this provision.

SCHEDULE 1

Part 1

MANAGEMENT BOARD TRANSITIONAL PROVISIONS

- (1) The current members of the Management Board listed below were elected at a General Meeting held on the 3rd April 2011;
- (2) Those members will hold office for a period of 2 years and thereafter will retire in rotation over the following 5 years;
- (3) The members and the dates of retirement (which have been agreed between the members) are:

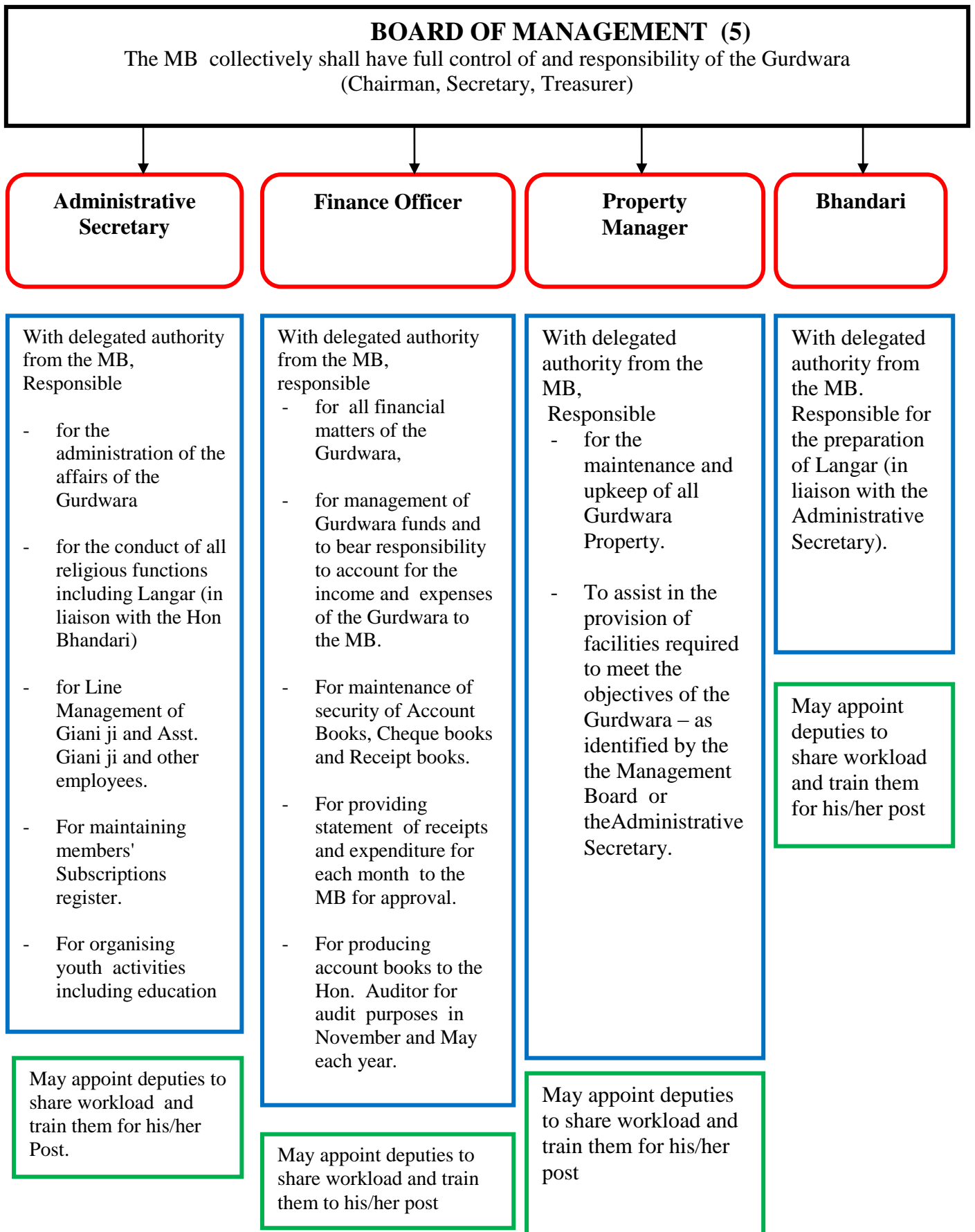
Sir Mota Singh QC	retiring
Ajit Singh Dhanjal	retiring
Surinder Singh Tulsi	retiring
Mahanbir Singh Kalsi	retiring
Bhupinder Singh Ghalleigh	retiring

Part 2

THE TRUSTEES

Mrs Tarlochan Kaur Rihal	retiring	2012
Mrs Davinder Kaur Butalia	retiring	2013
Dr Harmit Singh Kalsi	retiring	2014
Mr Amolak Pritpal Singh	retiring	2015
Vacancy	retiring	2016

SCHEDULE 2 Assistant Office bearers



APPENDIX A

Application for Membership

I hereby request to be enrolled as a member of the Sikh Gurdwara South London (SGSL) and declare that :

(a) I am over 16 years old and have no faith except SIKHISM

I agree to abide by the rules of the Gurdwara and enclose my subscription to apply for membership under the following category:

- ORDINARY ANNUAL (£5 FOR 1 Year)
- LIFE MEMBERSHIP (£100 FOR Life membership)

TITLE..... FORENAME.....

 SURNAME.....

ADDRESS:

 TOWN.....

 COUNTY.....

 POST CODE.....

 PHONE.....

 EMAIL.....

Signature.....

I understand the Management Board reserve the right to refuse this application without assigning a reason and that the decision will be final and binding.

APPENDIX B

Nomination Form for election to the Management Board

SIKH GURDWARA SOUTH LONDON

CANDIDATE:

FULL NAME

ADDRESS

POST CODE

TEL.

Email

PROPOSER:

FULL NAME

ADDRESS

POST CODE

TEL.

Email

SIGNATURE

SECONDER:

FULL NAME

ADDRESS

TEL.

Email

SIGNATURE

DECLARATION BY THE CANDIDATE:

I HEREBY DECLARE THAT I AM A SABAT SOORAT KESADHARI SIKH. HAVE BEEN A MEMBER OF THE GURDWARA FOR THE LAST 5 YEARS, AND HAVE READING AND WRITING SKILLS IN ENGLISH AND GURMUKHI. I HOLD NO OFFICE (OTHER THAN THAT OF A HOLDING TRUSTEE*) IN ANY SIKH RELIGIOUS INSTITUTION OR GURDWARA IN THE UNITED KINGDOM

SIGNATURE

FULL NAME

APPENDIX 'C'

NOMINATION FORM FOR THE POST OF TRUSTEE

CANDIDATE:

FULL NAME

ADDRESS

TEL.

PROPOSER:

FULL NAME

ADDRESS

TEL.

SIGNATURE

SECONDER:

FULL NAME

ADDRESS

TEL.

SIGNATURE

DECLARATION BY THE CANDIDATE:

I HEREBY DECLARE THAT I AM A SABAT SOORAT KESADHARI SIKH. I AM 25 YEARS OR ABOVE OF AGE AND I HOLD NO OFFICE (OTHER THAN THAT OF A HOLDING TRUSTEE*) IN ANY SIKH RELIGIOUS INSTITUTION OR GURDWARA IN THE UNITED KINGDOM. I AM A CITIZEN OF THE UNITED KINGDOM AND AM A UK PROPERTY HOLDER. I AM AND HAVE BEEN A MEMBER OF THE GURDWARA FOR THE LAST THREE YEARS. I HAVE READING AND WRITING SKILL IN BOTH ENGLISH AND GURMUKHI,

SIGNATURE

FULL NAME

*delete if not applicable

