

# ASSOCIATION RULES OF DIOCESAN AND CATHEDRALS DIGITAL COMMUNITY

An unincorporated association

Version 7

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## 1. Definitions

1.1 In these rules, words and phrases have the meaning set out below:

<b>Association</b>	means the Diocesan and Cathedrals Digital Community known also as DC2.
<b>Chairperson</b>	means the chairperson appointed by the Members in accordance with rule 12.2.
<b>General Meeting</b>	means the meetings of Members of the Association as described in rule 15.
<b>Management Group</b>	means a group of at least four members (including a Chairperson, Treasurer and Secretary) who have volunteered to lead on the organisation of the Association.
<b>Member</b>	means a Diocese or Cathedral of the Church of England
<b>Observer</b>	means a Diocese or Cathedral not yet a Member but which nominates a Representative to observe proceedings
<b>Objects</b>	means the objects of the Association as described in rule 4.1.
<b>Ordinary Resolution</b>	means a resolution that is passed by more than 50% of the Members voting (excluding abstentions), voting in favour of it.
<b>Project Manager</b>	means a person appointed by the Members in accordance with rule 12.4
<b>Special Resolution</b>	means a resolution that is passed by 75% or more of the Members voting (excluding abstentions), voting in favour of it.

<b>Representative</b>	means a Person nominated by the Member or Observer to act on its behalf
<b>Treasurer</b>	means the treasurer appointed by the Members in accordance with rule 12.3.

## 2. Preliminary

- 2.1 The name of the association is the Diocesan and Cathedrals Digital Community, also known as DC2.
- 2.2 The Association is unincorporated.

## 3. Alteration of rules

- 3.1 These rules may be changed, added to, or replaced by Special Resolution.

## 4. Not-for-profit status and Indemnity

- 4.1 The objects of the Association are:
  - the creation and development of a web platform that can be used by the Church of England dioceses and cathedrals;
  - the creation and running of a digital community for the dioceses and cathedrals of the Church of England; and
  - any ancillary related matters.
- 4.2 The Association may do all things that help it to achieve these Objects, in accordance with these rules.
- 4.3 The Association may only do things and use the income and assets of the Association (including those held on trust for the Association or its objects) for the Objects.
- 4.4 The Association must not distribute any income or assets, directly or indirectly, to its Members or their Representatives.
- 4.5 Rule 4.4 does not stop the Association from doing the following things, provided they are done in good faith (fairly and honestly):
  - paying a Member or their Representative for goods or services they have provided or expenses they have properly incurred at fair and reasonable rates, or
  - making a payment or providing a benefit to a Member or their Representative in carrying out the Association's Object(s).
- 4.6 To the extent possible under law, Members, Representatives, Observers, those on the Management Group, Project Manager and any other person appointed by the Association to carry out the Objects of the Association are entitled to be indemnified out of the assets held for the Association for any debts or liabilities incurred personally when acting on behalf of the Association, so long as the Member was:
  - i. authorised by the Association to take that action, and
  - ii. acting in good faith (fairly and honestly) and in the best interests of the Association.
- 4.7 This indemnity only applies to the extent that the person is not otherwise entitled to be indemnified and is not actually indemnified by another person (including an insurer under an insurance policy).

## 5. Funds and assets

- 5.1 The Association shall agree by Ordinary Resolution how funds are spent and held. Once agreed the Association may delegate any action to the Project Manager (if one is in post) or such other person as agreed.

## **6. Financial year**

- 6.1 The financial year of the Association is from 1 January to 31 December, unless the Association passes an Ordinary Resolution to change the financial year.

## **7. Record-keeping**

- 7.1 The Association must make and keep and retain written financial records that correctly record and explain the Association's transactions and financial position. The records shall be kept by the Treasurer, unless agreed by Ordinary Resolution otherwise.

## **8. Contracts**

- 8.1 As an unincorporated association, the Association cannot enter into contracts in its own name but only in the name or collective names of individual(s) appointed by the Association from time to time.
- 8.2 In order to execute the decision of the Association, where the Association has voted in favour of a motion which requires a contract, statement of work, or other documentation to be entered into, agreed to, and/or signed, the Members give the Chairperson or another member of the Management Group authority to sign and agree to said contracts, statements of work, and/or documentation for them and on their behalf. A possible indication of such a circumstance would be when payment for services or goods is to be paid out of the Association's funds.
- 8.3 In some circumstances, where for instance services are provided to a Member directly, but potentially by a shared provider, contracts may need to be entered into directly with the provider by each Member individually. This might include contracts for hosting, support, and security services. A possible indication of such a circumstance would be when payment for services or goods is not to be paid out of the Association's funds, but instead paid directly to the provider by a Member.
- 8.4 Individual Members have the right to ask the supplier/provider to create specific items of development that were rejected by the DC2 association as a whole, or to ask for a bespoke design. They can ask for such an item of development or design to be created and applied to their specific website. Where this happens, the process will be governed by a contract or service-level agreement that is specific to that Member's individual interactions with the supplier/provider. Any member that asks for a solo development should be aware that it may be made available to all DC2 Members, and other customers of the supplier/provider, in future, without any further payment by DC2 or any other entity as a whole or by individual Members or customers.
- 8.5 All coding and intellectual property associated with development belongs to the supplier/provider and can be released to other customers without reference to the Association unless it has been ring fenced as a proprietary protected DC2 development, such as integration with A Church Near You and the Worthers CMS.

## **9. Membership**

- 9.1 Any Church of England diocese or cathedral who supports the Objects and agrees to be bound by these rules can apply to join the Association as a Member. The current Members decide the process for receiving and approving or rejecting Membership applications.
- 9.2 Each Member must nominate a person to act as its Representative from time to time.
- 9.3 A Church of England diocese or Church of England cathedral may join the association by completing and submitting the Joining Document and in doing so agreeing to abide by and uphold the Rules of the Association.

- 9.4 The Members can propose to set or change joining fees and annual contribution for Members. Joining fee and the annual contribution fee proposals must be approved by a majority of Members.
- 9.5 Members must pay any annual contribution or joining fee within one month of being asked. If a Member does not pay in time the Member is automatically suspended.
- 9.6 When Membership is suspended, a Member:
- (a) cannot attend or vote at General Meetings, or vote on Association business in any other capacity;
  - (b) is not entitled to receive any updates from the Association;
  - (c) shall be blocked, within three months of suspension, from access to and usage of services, processes, technologies, databases and other intellectual property provided for use by and for Association Members save where the Members by Special Resolution agree any special arrangements with the suspended Member;
  - (d) shall be blocked from using, contributing or collaborating on any documents or project management tools save where the Members by Special Resolution agree any special arrangements with the suspended Member;
  - (e) will migrate its content, media, and data away from the Association's platform and provider within three months of suspension save where the Members agree any special arrangements with the suspended Member.
- 9.7 Any Member may be removed by a Special Resolution.
- 9.8 If a Member resigns or is removed, the Association is not required to refund any joining or contribution fees already paid.
- 9.9 Any Member may resign at any time by giving notice to the Management Group. A member of the Management Group should circulate the notice of resignation to the remaining Members as soon as possible.
- 9.10 If a Member resigns during the first two years of commencing its Membership, the Member must pay not just the joining fee, but also the first and second year's annual contribution fee.
- 9.11 If a Member resigns after the first two years of commencing its Membership they must pay that calendar year's annual contribution fee.
- 9.12 A Diocese or Cathedral which is not yet a Member but is considering becoming a Member may be invited by the Management Group to become an Observer. As such the Observer may nominate a Representative to attend meetings of the Association, be included in the email group, and access online groups and project management tools. However, an Observer may not vote or raise objection.

## **10. Register of Members**

- 10.1 The Association must maintain a register of Members and their nominated Representative. This register will be held by the Management Group.
- 10.2 The Members, the name of each Representative and their contact details (at least being an email address) must be entered in the register of Members when Membership is approved.

## **11. Members' access to documents and information**

- 11.1 Save where a Member is suspended pursuant to rule 9.6 or is no longer a Member all Members shall have the right to access all documents previously circulated Association-wide and still in active use and/or readily in existence regarding the Association deemed as allowable by law.

## **12. Officers, committees and delegation**

- 12.1 The Association is governed by the Members.
- 12.2 The Association will be managed by a Management Group comprising of at least four people including a Chairperson, Treasurer and Secretary. These roles can be shared if necessary.
- 12.4 The Association may appoint a Project Manager. This role is optional, having a Project Manager in post is not a requirement for the normal, continued, uninterrupted, operation of the Association.
- 12.5 The Members may appoint or remove members of the Management Group or a Project Manager by Special Resolution.
- 12.6 The Members may by Special Resolution create, appoint and remove any further officers from time to time and decide their responsibilities and roles.
- 12.7 The Members may by Ordinary Resolution delegate any of their powers or functions to a committee but the terms of any such committee must be agreed in writing.
- 12.8 The Members may impose conditions when delegating, including that the relevant powers are to be exercised exclusively by the committee to whom they delegate and that no expenditure may be incurred on behalf of the Association except in accordance with a budget previously agreed with Members.
- 12.9 The Members may revoke or alter a delegation.

## **13. Roles of the Management Group**

- 13.1 The Management Group is responsible for the smooth running of the Association and must comprise of at least four people including a Chairperson, Treasurer and Secretary. These roles can be shared if necessary.
- 13.2 The role of the Chairperson includes (but is not limited to):
  - Chairing the Annual Meetings of the Association
  - Planning and Chairing Management Group meetings
- 13.3 The role of the Treasurer includes (but is not limited to):
  - Managing the annual payments from Members.
  - Managing payments to any suppliers
  - Providing an update on the Association financial situation at each General Meeting.
- 13.4 The role of the Secretary includes (but not limited to):
  - Producing the agenda for General Meetings and circulating to Members.
  - Producing minutes following General Meetings and circulating to Members.
- 13.5 Those involved in the Management Group are also responsible for
  - Liaising with suppliers as to the status of developments and keeping any timeline on track.
  - Pre-filtering and collating new work requests.
  - Liaising with potential new Members to answer questions and explain the process of joining.
  - Facilitating any peer-to-peer training sessions that the Members wish to organise.
  - Managing the work of any Project Manager which has been appointed by the Members.
  - Escalating any complaints.
  - Being the Administrators for the DC2 Facebook page.

- Being the data controllers for the organisation and ensuring all Members have access to all documents relating to the Organisation as set out in 11.1.

#### **14. Voting and General Meetings of Members**

- 14.1 The Association will endeavour to hold a General Meeting at least twice a year.
- 14.2 The Management Group, Project Manager, or 50% of the Members may call a General Meeting by giving not less than 21 days' notice, or by shorter notice if agreed by 90% of the Members entitled to attend and vote.
- 14.3 Email notice of a General Meeting must be given to the nominated Representative of each Member, as well as the Management Group and Project Manager (if one is in post) and must specify the date, time and place of the meeting and the general nature of the meeting to be transacted. If the meeting is to take place online, then access credentials must be circulated, at least 12 hours prior to the meeting commencing, to all Members representatives, and those required, requested, or invited to attend (such as providers, suppliers, consultants, advisors, guests, and Observers)
- 14.4 At least 50% of the Members that are entitled to vote at the meeting must have a Representative present at a General Meeting (either in person or through technology that allows for clear and simultaneous (interactive) communication of all meeting participants, for the meeting to be held (this is the quorum for General Meetings).
- 14.5 The Chairperson, another member of the Management Group, or the Project Manager (if one is in post) will chair General Meetings. If required, the Members at the meeting can choose another to be the chairperson for that meeting.
- 14.6 Each Member has one vote. Where a member of the Management Group is a representative for a Member they shall have one vote each per Member they represent.
- 14.7 Votes may be held electronically or by a show of hands, or another method that the Chairperson decides is fair and reasonable in the circumstances unless any Member objects. If a vote of the Members is tied, the motion will be deemed to have failed.
- 14.8 An Ordinary Resolution is passed when more than 50% of the Members voting (excluding abstentions), vote in favour of it.
- 14.9 A Special Resolution is passed when more than 75% of the Members voting (excluding abstentions), vote in favour of it.
- 14.10 Voting on day-to-day decisions may also be carried out by way of a notice (electronic or otherwise) from the Management Group or Project Manager to the Members which shall be passed within 5 working days unless objected to by any single Member in which case the matter may be decided upon by an Ordinary Resolution.

#### **15. Winding up**

- 15.1 The Association can be wound up by its Members if the Members pass a Special Resolution to wind up the Association at a General Meeting.
- 15.2 If the Association is wound up, after it has paid all debts and other liabilities any remaining assets must be distributed as agreed by Special Resolution.