

Constitution for the Friends of North Sheen Recreation Ground

This is an independent conservation volunteer group (i.e. it is not intending to apply to become a registered charity).

The Name of the Group

1. The Group and its Members shall be called and known as the Friends of North Sheen Rec.

General

2. For the purposes of this Constitution the following expressions shall bear the following meanings:

“North Sheen Rec.”	the area designated as the North Sheen Recreation Ground situated in North Sheen in the London Borough of Richmond.
“the Group”	the Friends of North Sheen Rec.
“Friends”	those persons who are from time to time elected as Members of the Group.
“Member”	a Friend.
“Committee”	the duly elected and constituted committee set up to manage the Group.
“the Council”	Richmond Council.
Special Resolution”	a resolution passed by seventy-five per cent of the Members present and voting at a duly constituted meeting of the Group.
“The Constitution”	This Constitution.
“AGM”	an Annual General Meeting of the Group.
“EGM”	an Extraordinary General Meeting of the Group.

Aims and objectives of the Group

3 The aims of the Group are:

3.1 To protect and enhance North Sheen Rec. and its flora and fauna as a community resource available for all to enjoy.

3.2 Consistent with, and in furtherance of the aims in paragraph 3.1 above, to develop and propose ideas and suggestions to and for the approval and, where appropriate, action or authorisation by the Council and any other relevant organisation,

3.3 To seek comments, views and suggestions from the local community in relation to North Sheen Rec. including the Group's own proposals for any actions it may undertake or propose to undertake in relation to North Sheen Rec..

4. With a view to fulfilling the above aims the Group may undertake:

4.1 Practical conservation works (although day to day maintenance of North Sheen Rec. will remain with the Council).

4.2 The organisation and execution of events and activities which the Group may consider to be for the benefit of the Group or other users of North Sheen Rec.

4.3 The raising of money to pursue the aims of the Group.

4.4 Discussions with other similar Friends of Gardens and Community groups and the exchange of information and ideas with them, as the Group may consider appropriate.

Membership of the Group

5. Membership of the Group shall be open to any person who is interested in North Sheen Rec. and in the work of the Group, and who is willing to abide by this Constitution. The Group will promote its membership opportunity openly.

6. Any person desiring to be a Member of the Group shall complete an application in a form prescribed by the Committee, which shall be submitted to the Committee, together with an annual subscription at the rate from time to time fixed by the Committee. Applications for membership shall be considered at the next following Committee meeting, after which notification of election to membership, or, as the case may be, rejection of the application shall be given to the applicant, who shall thereupon, if elected, become a Member.

7. The Secretary of the Group shall maintain a register and index of Members. The register shall be open to inspection by any Member upon application to the Committee. A copy of the current Constitution will be available to all Members upon joining the Group.

8. Members shall pay an annual subscription to provide funds for necessary expenses of the Group. The amount shall be fixed from time to time by the Committee at such rate as it may consider appropriate.

9. The annual subscription at the time of publishing this Constitution shall be £5 for an individual, with a concessionary rate of £3 for individuals who are under 18 or over 65 years of age, or who have a registered disability.

10. The membership year shall run from 1 January to 31 December in each year. There will be no reduction in the subscription for part year membership.

11. Every paid up Member shall be entitled to attend and vote at meetings of the Group, and at every such meeting shall be entitled to cast one vote on every resolution before the meeting upon which a vote is taken.

12. Donations are welcome but shall not entitle a Member to any additional votes.

13. Every Member shall be required, as a condition of membership, in relation to the Group, its business, activities and affairs, whether at meetings or in any form of communication, to behave with courtesy and respect towards the Committee and

other Members, and without hectoring,

14. The Committee may refuse or terminate membership if in its opinion there is good and evidenced reason to consider that the participation of an applicant, or the continued participation of a Member, would be detrimental to the Group's aims, activities, reputation or proceedings (including those at meetings of the Group).. Such reasons might include, but shall not be confined to, dishonest or illegal activities, disruptive behaviour, bullying, harassment, campaigning against an agreed policy of the Group, and conscious and persistent actions liable to put an individual or individuals at risk.

15. Any Member who believes that he or she is or has been the object or victim (whether directly or indirectly) of another Member's misconduct (including, without limitation, any such as is described in paragraph 14 above) should report the issue to a member of the Committee, who shall refer it to a meeting of the Committee. If the Committee decides that the matter should be pursued, it shall nominate two Members to investigate the allegations. If on receiving the investigators' report, the Committee considers that termination of membership of the Member should proceed, a motion to that effect shall be placed on the agenda for the next (but not the same) meeting of the Committee, and the Member in question may, at the discretion of the Committee, be invited to attend for that item to address the Committee directly, if he or she so wishes. After hearing the Member (if he or she so attends), the Committee will vote on the matter, and the Member will be notified in writing within seven days of the result. The decision of the Committee shall be final.

The Committee

16. The Members shall elect a Management Committee, consisting of a Chairman, a Secretary, a Treasurer and not less than three nor more than six other Members.

17. The Committee shall conduct the business of the Group, and may regulate its own meetings from time to time as it considers fit.

18. The first members of the Committee shall be elected by a simple majority vote of those persons present and voting at a public meeting of those who have expressed a wish to become Members upon formation of the Group. Those so elected shall hold office until the close of the first AGM. The Chairman, the Secretary and the Treasurer shall each hold office until the close of the third AGM, but shall thereafter be eligible for re-election for one or more further fixed terms.

19. At the first AGM all members of the Committee, other than the Chairman, the Secretary and the Treasurer, shall retire from office, and at the AGM in every subsequent year, one third of the members for the time being, or, if their number is not three or a multiple of three, then the number nearest one third (excluding the Chairman, the Secretary and the Treasurer) shall retire from office. The members to retire in every year shall be those who have been longest in office since their last election. A retiring member shall be eligible for re-election.

20. The Group, at the AGM at which a member of the Committee retires by rotation may fill the vacancy by electing another Member, and in default the retiring member, if offering himself for re-election, shall be deemed to have been re-elected, unless it is resolved not to fill the vacancy. No Member, other than a retiring member of the Committee shall be eligible for election unless at least fourteen days prior to the date appointed for the AGM the Committee shall have received notice in writing, signed by an applicant and supported in writing by not less than three other Members of their

intention to propose such applicant for election.

21. By Special Resolution, the Members may, from time to time and at any time, remove any member of the Committee from office, and may, by Special Resolution, appoint another Member in place of the member so removed from office. The Members may also, by Special Resolution, appoint any Member to be a member of the Committee to fill a casual vacancy.

22. The Committee may, whenever it considers that it does not have the skills to perform adequately the business of the Group or some aspect of it, co-opt up to three additional Members to join the Committee. Co-opted Members shall not have votes at meetings of the Committee.

23. The Committee may, as and when it considers appropriate, set up sub-groups and/or working parties, who shall be accountable to the Committee at all times.

24. The quorum for a meeting of the Committee shall be five.

25. Decisions at all Committee meetings shall be by a simple majority vote. In the case of an equality of votes the Chairman shall have a second or casting vote. A resolution in writing signed by all the members of the Committee for the time being shall be as valid and effectual as if it had been passed at a meeting of the Committee duly convened and held.

26. The Committee shall meet at least four times a year.

27. The Chairman may and the Secretary, at the direction of the Chairman, shall, at any time call an emergency Committee meeting upon giving 24 hours prior notice to members of the Committee.

28. The agenda for each Committee meeting shall be circulated at least seven days before the agreed meeting date.

29. The Committee shall cause minutes to be made of the proceedings at its meetings and for these to be available to all Members.

30. The minutes of Committee meetings will be available (upon request, but at the sole discretion of the Committee) to associated or similar organisations. The minutes will also be sent to the Council's Parks and Open Spaces Department and the Richmond Environment Network (or their successor organisations).

Annual General Meetings

31. The Group shall hold an Annual General Meeting in each year and not more than fifteen months shall elapse between the date of one AGM and the date of the next. The first AGM shall be held not less than twelve nor more than eighteen months after establishment of the Group by the election of the first Committee members.

32. Twenty-eight days' notice of every AGM shall be given to all Members. The AGM shall also be advertised at North Sheen Rec. and in three public locations nearby.

33. The business of the AGM shall include:

33.1. Receipt of a written report from the Chairman on the Group's activities over the previous twelve months.

33.2. Receipt of reports from any sub-committees.

33.3. Receipt of a written report from the Treasurer, including an income and expenditure account for the last financial year of the Group and a balance sheet as at the last date of that period.

33.4. Election of members of the Committee.

33.5. Consideration of any other matters as the Chairman may consider appropriate for discussion at the meeting.

35. Not later than seven days before the date of the AGM, the Secretary shall circulate to the Members the agenda for the AGM, together with ballot papers for completion in relation to those Members who wish to stand for election to the Committee.

36. Members unable to attend the meeting may offer apologies for absence and return their completed ballot papers to the Secretary at least 48 hours before the scheduled time for the AGM, and in default any votes so given may not be counted. Subject thereto these ballot papers will be counted along with all other ballot papers.

37. Any business not on the agenda of the AGM may only be accepted and discussed at the discretion of the Chairman, and no resolutions may be passed relating to or arising from any such additional items.

38. The quorum for the AGM shall be twelve Members present in person at the time of commencement of the business of the meeting. At every AGM a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is demanded by the Chairman or by at least three Members present at the meeting. Unless a poll is so demanded, a declaration by the Chairman that a resolution has on a show of hands been carried, or lost, shall be conclusive evidence of the fact, without proof of the number of votes recorded in favour of or against such resolution. In the case of an equality of votes the Chairman shall have a second or casting vote.

Extraordinary General Meetings.

39. The Group may hold additional meetings (Extraordinary General Meetings) from time to time in order that the Committee may report to the Members on the Group's business and so that Members may raise and discuss any topic relating to the Group's activities. At least fourteen days' notice of such meetings shall be given to all Members.

40. The conduct, management and decision making capacity of an EGM shall be the same as for an AGM.

41. An EGM may also be requested by not less than twelve Members or one quarter of the total number of the Members, whichever shall be the greater, to discuss a specific topic or proposal.

Finance

42. The Committee shall establish one or more bank accounts for and in the name of the Group.

43. No expenditure shall be incurred save in the course of meeting the declared aims of the Group, and on the authority of the Committee.

44. Any expenditure not exceeding £25 in total at any one time and for any one purpose shall require the oral consent of any two of the Chairman, the Treasurer and the Secretary. Any expenditure exceeding £25 shall require the written consent of any two of the Chairman, the Treasurer and the Secretary.

45. A record of such oral and written approvals shall be maintained by the

Committee. All such expenditure shall be supported with valid and original receipts initialled by the authorising members of the Committee.

46. Income and expenditure accounts shall be maintained by the Treasurer and, together with a balance sheet for each year, shall be submitted to an independent inspection before presentation to the AGM for that year.

Miscellaneous

47. The Committee will develop policies to protect the Group, its Members and other service users as is deemed necessary. This may include a child and vulnerable adult policy as well as a risk assessment and health and safety policy. These will be ratified by a simple majority vote by a show of hands at a Committee meeting.

48 If the Group carries out volunteer days or events the Committee shall, in advance of such days or events obtain all relevant licences and establish insurance cover through its own policy, or through the Council's insurance or Richmond Environment Network in order to ensure that any work or event is legal and insured for injuries to volunteers or third parties and for damage to any property.

49 No Member may speak on behalf of, or claim to represent, the Group save with the prior consent of the Chairman.

Alteration of the Constitution

50. This Constitution may only be altered by a Special Resolution of the Members at an EGM called expressly for that purpose.

Dissolution of the Group

51. The Group may be wound up and dissolved at any time at by a Special Resolution passed at an EGM called expressly for that purpose.

52 Upon dissolution any assets then remaining shall be devoted solely to an activity or purchase for the benefit of North Sheen Rec.

53. The Chairman, Treasurer and Secretary of the Group at the time of the dissolution shall facilitate the same and liaise with the Council in order to ensure that any remaining assets shall be used in accordance with paragraph 52 above.

Notices

54. A notice may be given by the Group or the Committee to any Member either personally, or by sending it through the post or by email to the registered address within the United Kingdom given by the Member. When a notice is sent by post it shall be done by properly addressing, prepaying and posting an envelope containing the notice, and to have been effected at the expiration of twenty-four hours after posting, and if sent by email be deemed to have been effected twenty-four hours after transmission, provided no error in transmission shall have occurred.

