

# **Constitution for The Friends of Carlisle Park (FoCP)**

## **JULY 2016**

**This is an independent conservation volunteer group and it is not intending to apply to become a registered charity.**

### **The Name of the Group**

1. The group and its members will be called and known as the Friends of Carlisle Park (from hereon the group will be referred to as the “Friends”)

### **The Definition of Carlisle Park**

2. For the purposes of this Constitution, “Carlisle Park” means the area designated as a Park in the London Borough of Richmond upon Thames, Bounded by Carlisle Road, Wensleydale Gardens and Wensleydale Road, Hampton TW12 and its adjacent environments.

### **The Aims of the Friends**

3. The aims of the Friends are:
  - a) To protect and enhance Carlisle Park and its flora and fauna as a community resource available for all;
  - b) To develop and propose ideas and suggestions to the London Borough of Richmond Council and any relevant organisation in accordance with paragraph 3 (a) above;
  - c) To seek the community’s suggestions in addition to the Friends own opinions on any works to improve or change Carlisle Park.

### **The Objectives of the Friends**

4. To fulfil the above aims the Friends may undertake:
  - a) Practical conservation works although day to day maintenance of Carlisle Park will remain with Richmond Council;
  - b) The organisation and execution of events and activities in furtherance of the aims or for the benefit of the Friends;
  - c) The raising of money to pursue the aims of the Friends;
  - d) Discussion with other similar Friends of Gardens and Community groups and exchange information and ideas with them as appropriate.

### **The Membership of the Friends**

5. A membership scheme will be open to anyone interested in Carlisle Park and the work

of the Friends who is willing to abide by this Constitution, support fully the aims of the Friends as set out in Clause 3 and live in Hampton. (Exceptions may be made for committee members representing user groups in the park)

The Friends will promote its membership opportunity openly.

6. Members will be formally accepted to join the Friends upon receipt of the then current subscription fee and when the proposed member has been accepted at the next available Management Committee meeting. The required membership information will then be added to the membership list, from here on such members will be referred to as "Members".
7. A copy of the current Constitution will be provided to all Members upon joining the Friends.
8. The Friends may levy an annual subscription fee to help pay necessary expenses of the Friends, which will be fixed at a Management Committee meeting, at such rate as is from time to time thought appropriate.
9. The annual subscription fee at the time of publishing this Constitution will be £0 per individual or a concessionary rate of £0 per individual (for individuals under 18 years old, with a registered disability and over the statutory retirement age).
10. There will be no reduction in the subscription fee for part year membership.
11. Each paid up Member is entitled to one vote from the time of being added to the membership list as described in paragraph 6 above.
12. Donations are welcome but do not entitle a Member to an additional vote.
13. All Members will conduct the Friends business, activities and individual interactions, by whatever medium, with courtesy and respect and without hectoring.
14. The Management Committee is empowered to refuse or terminate the membership of a Member, if there is good and evidenced reason to consider that the continued participation of the Member would be detrimental to the Friend's aims, activities or reputation. Such reasons might include, but need not be confined to, dishonest or illegal practices in handling of the Friend's business, bullying, harassment, campaigning against an agreed policy of the Friends, and conscious and persistent actions liable to put an individual or individuals at risk.
15. Any Member believing himself or herself to be the object or sufferer of another Member's misconduct should take the issue to a member of the Management Committee. This member of the Management Committee will in turn take this to a meeting of the Management Committee. If the Management Committee in a vote decides that the matter should be pursued, the Chair will nominate one or two Members to investigate the allegations further. The investigation will include seeking the perspective on the allegations of the person complained of. If on receiving the investigators' report, the Management Committee believes that termination of membership of the Member should proceed, a motion to that effect will be placed on the agenda for the next (and not the same) meeting, and the affected Member is invited to attend for that item to address the Management Committee directly if she or he wishes. After hearing the Member, the Management Committee will vote on the matter, and the Member will be notified in writing within 7 days or less of the result.
16. There is a right of appeal against a vote to terminate membership of a Member to an independent arbitrator, appointed by mutual agreement. If such mutual agreement is not

forthcoming then an elected representative for the ward in which Carlisle Park is located will hear the appeal.

### **The Management Committee**

17. The Members will elect a Management Committee of between six and twelve Members comprising the positions of Chair, Vice-Chair, Secretary and Treasurer (from hereon this committee is referred to as the "Management Committee").
18. The Management Committee shall conduct the business of the Group.
19. The members of the Management Committee will be elected at the AGM held annually in June/July for a period of 12 months at any one time, must be at least 18 years old and shall be answerable to the Members at all times.
20. The Management Committee may co-opt, by a simple majority vote of the Management Committee, up to three non-voting additional Members of the Group to join the Management Committee where the Management Committee does not have the skills to perform adequately the business of the Group.
21. The Management Committee will have the power to set up sub-groups and/or working parties as deemed necessary who shall be accountable to the Management Committee at all times.
22. The quorum for a valid Management Committee meeting will be 50% of the members of the Management Committee.
23. Decisions at all Management Committee meetings shall be by a simple majority vote using a show of hands. If there is a tied vote then the Chair shall have a second vote.
24. The Management Committee shall meet at least four times a year, at times organised and agreed by a consensus in the committee.
25. The Chair and Secretary may, where appropriate, call an emergency Management Committee Meeting at any time upon giving 24 hours prior notice.
26. The agenda for each Management Committee meeting will be circulated at least 3 days before the agreed meeting date and also placed on the Friends' noticeboard in the park unless an emergency meeting has been called under paragraph 25 above
27. The Management Committee will produce minutes of the agreements and actions taken at the Management Committee meetings and will be circulated via email to all Members of the Group no later than 7 days after the committee meeting.
28. The minutes of Management Committee meetings will be available (upon request) to associated or similar organisations. The Management Committee minutes will also be sent to the Council's Parks and Open Spaces Department and the Richmond Environment Network (or their successor organisations).

### **The Annual General Meeting (AGM)**

29. The Group will hold an Annual General Meeting no less frequently than every 12 months.
30. Members shall be notified by email and the AGM will be advertised in at least three public locations near to Carlisle Park giving at least twenty eight days advance notice of the meeting.

31. The business of the AGM shall include:
- a. Receipt of a written report from the Chair on the Group's activities over the previous 12 months;
  - b. Receipt of a written report from the Treasurer of the last financial year's accounts for the Group;
  - c. Election of a new Management Committee;
  - d. Consideration of any other matters as may be appropriate at the meeting.
32. Nominations for the posts of the Management Committee and the requesting of any proposals or business to be put before the AGM will be solicited from the Members in advance of the meeting.
33. A closing date to receive nominations and additional agenda items will be no later than ten days before the date of the AGM.
34. The Secretary will circulate to the Members the proposed agenda for the AGM and details of those Members who wish to stand for election to the Management Committee no later than seven days before the date of the AGM.
35. All nominees, proposers and seconders must be Members (in accordance with paragraph 6 above) at the time of nomination.
36. Members unable to attend the meeting may offer their apologies by email and appoint a proxy to vote for them. Any proxy appointed must be a Member of The Friends. Details of the proxy appointed must be registered by midnight on the day before the AGM.
37. Any business not on the agenda of the AGM may be accepted and discussed at the discretion of the Chair. However, no motions may be passed relating to or arising from these additional items.
38. The quorum for the AGM will be at least fifteen Members or 25% of the total number of Members at the time of the AGM whichever is the greater of which no more than four shall be members of the Management Committee.
39. Decisions at all AGMs shall be by a simple majority vote using a show of hands including elections to the Management Committee. If there is a tied vote then the Chairperson shall have a second vote.

### **Full Meetings of the Friends**

40. The Friends may hold additional meetings (called "Full Group Meetings") as required in order for the Management Committee to report to the Members on the Friend's business and/or for the Members to raise and discuss any topic relating to the Friend's activities. All Members will be invited to these meetings.
41. The announcement, conduct, management and decision making capacity for these meetings will be the same as for an AGM.
42. An Extraordinary General Meeting (EGM) may be requested by not less than fifteen Members or 25% of the total number of the Members whichever is the greater to discuss a specific topic or proposal.
43. The Management Committee will invite all Members to an EGM and provide twenty eight days advance notice of its date.

## **Finance**

44. The Friends will establish a bank account in the name of the Friends of Carlisle Park and all monies raised by the Friends will be collected and accounted for by the Treasurer.
45. Any expenditure must be incurred in order to meet the aims of the Friends as set out in paragraph 3 and with the consent and signatories of the Management Committee as outlined in paragraph 46 below.
46. Any expenditure under £25 in total at any one time will require the oral consent of any two of the positions of the Chair, Vice-Chair, Treasurer and Secretary. Any expenditure over £25 in total at any one time will require the written consent of any two of the positions of the Chair, Vice-Chair, Treasurer and Secretary.
47. A full record of such oral and written approvals will be maintained at all times and all such expenditure will be justified with valid and original receipts initialled by the authorising members of the Management Committee.
48. The accounts shall be maintained by the Treasurer. The accounts shall be approved at the AGM, as set out in paragraph 31, having been submitted to an independent inspection in advance of the AGM.

## **Other**

49. The Management Committee will develop policies to protect the Friends, 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 & health and safety policy. These will be ratified by a simple majority vote by a show of hands at a Management Committee meeting.
50. If the Friends carry out volunteer days or events then the Management Committee will establish adequate insurance cover through either its own policy, the Council's own insurance or via Richmond Environment Network to ensure that any work/event is insured for injuries to volunteers or third parties and for damage to any property. Furthermore, all relevant licences will be secured in advance of any volunteer days and/or events.
51. No Member can speak on behalf of the Group without the consent of the Chair.

## **Alteration of the Constitution**

52. This Constitution can only be altered by consent of a simple majority by a show of hands of all Members of the Friends at a meeting called expressly for that purpose.
53. The announcement, conduct, management and decision making requirements for such a meeting shall be the same as for an AGM as set out in paragraphs 32 to 39 above.

## **Dissolution of the Friends of Carlisle Park**

54. The Friends may be wound up at any time at an EGM called expressly for that purpose if such a request is agreed by 75% of the total number of Members upon a show of hands at that time.
55. If such a request to dissolve the Friends is approved at the EGM then any assets

remaining at the time shall be devoted solely to an activity or purchase at, for the benefit of Carlisle Park.

56. The Chair, Vice-Chair, Treasurer and Secretary of the Group at the time of the dissolution will facilitate and liaise with the London Borough of Richmond in order to ensure that any remaining assets shall be used in accordance with paragraph 54.

Constitution as amended by the AGM of July 2016