

Constitution
for the
Friends of Cambridge Gardens (FoCG)

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 will be called and known as the 'Friends of Cambridge Gardens' (from hereon the group will be referred to as the "Group")

The Definition of Cambridge Gardens

2. For the purposes of this Constitution, Cambridge Gardens means the area designated as Cambridge Gardens (in Clevedon Road, East Twickenham, Middlesex) and its adjacent towpath and riverside aspect.

The Aims of the Group

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

The Objectives of the Group

4. To fulfil the above aims the Group may undertake:
 - a) Practical conservation works although day to day maintenance of Cambridge Gardens 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 Group;
 - c) The raising of money to pursue the aims of the Group;
 - d) Discussion with other similar Friends of Gardens and Community groups and exchange information and ideas with them as appropriate.

The Membership of the Group

5. A membership scheme will be open to anyone interested in Cambridge

Gardens and the work of the Group who is willing to abide by this Constitution. The Group will promote its membership opportunity openly.

6. Members will be formally accepted to join the Group 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 Group.
8. The Group will levy an annual subscription fee to help pay necessary expenses of the Group 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 £5 per individual or a concessionary rate of £2 per individual (for individuals under 18 years old, with a registered disability and over the statutory retirement age).
10. The Group's Membership year runs from 1st October to 30th September of each year and subscriptions are due on the 1st October. New Members who join between 1st April and 30th September in any calendar year will pay the full current subscription rate set out in paragraph 9 (as updated from time to time), but will not be required to pay again till 1st October in the following calendar year .
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 Group's 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 Group's aims, activities or reputation. Such reasons might include, but need not be confined to, dishonest or illegal practices in handling of the Group's business, bullying, harassment 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 the Chair of the Management Committee, who will try to resolve any complaint or dispute in the first instance in an informal and open manner with the individuals involved, as is appropriate to the nature of the Group. If it seems necessary to resolve a complaint or dispute by terminating the membership of a Member (as provided in paragraph 14 above), the Management Committee will consider the matter and seek the perspective of the person whose membership is at risk. It will not take a vote until that perspective has been obtained. After the vote, the member will be notified in writing within seven days or less of the result. If the affected member is unhappy with the result, s/he can appeal within another seven days to the Chair of the Management Committee, who will arrange for an independent arbitrator to be appointed by mutual agreement. If such mutual agreement is not forthcoming then an

elected representative for the ward in which Cambridge Gardens is located will hear the appeal.

The Management Committee

16. The Members will elect a Management Committee of between six and twelve Members including the positions of Chairperson, Secretary and Treasurer (from here on this committee is referred to as the "Management Committee").
17. The Management Committee shall conduct the business of the Group.
18. The members of the Management Committee will be elected 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.
19. 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.
20. 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.
21. The quorum for a valid Management Committee meeting will be five members of the Management Committee.
22. 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 Chairperson shall have a second vote.
23. The Management Committee shall meet at least four times a year. The Management Committee will agree and publish the dates for the Management Committee meetings for the forthcoming year in January of each year.
24. The Chair and Secretary may where appropriate call an emergency Management Committee Meeting at any time upon giving 24 hours prior notice.
25. The agenda for each Management Committee meeting will be circulated at least 7 days before the agreed meeting date.
26. The Management Committee will produce minutes of the agreements and actions taken at the Management Committee meetings and will be available to all Members of the Group no later than 7 days before the next meeting date.
27. 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)

28. The Group will hold an Annual General Meeting no less frequently than

every 12 months.

29. Members shall be notified by either by email or post, and the AGM will be advertised in three public locations nearby Cambridge Gardens giving at least twenty eight days advance notice of the meeting.
30. The business of the AGM shall include:
 - a) Receipt of a written report from the Chairperson 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.
31. 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.
32. A closing date to receive nominations and additional agenda items will be no later than ten days before the date of the AGM.
33. The Secretary will circulate to the Members the proposed agenda for the AGM along with ballot papers for those Members who wish to stand for election to the Management Committee no later than seven days before the date of the AGM.
34. All nominees, proposers and seconders must be Members (in accordance with paragraph 6 above) at the time of nomination.
35. Members unable to attend the meeting may offer their apologies for their absence and return their completed ballot forms in accordance with paragraphs 32, 33 and 34. These ballot forms will be counted along with all other ballot forms.
36. Any business not on the agenda of the AGM may be accepted and discussed at the discretion of the Chairperson. However, no motions may be passed relating to or arising from these additional items.
37. The quorum for the AGM will be at least fifteen Members or 25% of the total number of Members at that the time of the AGM whichever is the greater of which no more than four shall be members of the Management Committee.
38. Decisions at all AGM's shall be by a simple majority vote using a show of hands other than elections to the Management Committee which is by ballot. If there is a tied vote then the Chairperson shall have a second vote.

Full Group Meetings

39. The Group may hold additional meetings (called "Full Group Meetings") as required in order for the Management Committee to report to the Members on the Group's business and/or for the Members to raise and discuss any topic relating to the Group's activities. All Members will be invited to these meetings.
40. The announcement, conduct, management and decision making capacity for these meetings will be the same as for an AGM.

41. 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.
42. If an EGM is requested in accordance with clause 42 the Management Committee will invite all Members to an EGM and provide twenty eight days advance notice of its date.

Finance

43. The Group will establish a bank account in the name of the Group and all monies raised by the Group will be collected and accounted for by the Treasurer.
44. Any expenditure incurred must be in order to meet the aims of the Group as set out in paragraph 3 and with the consent and signatories of the Management Committee as outlined in paragraph 46 below.
45. Any expenditure under £25 in total at any one time will require the oral consent of any two of the positions of the Chairperson, 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 Chairperson, Treasurer and Secretary.
46. 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.
47. 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

48. The Management 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 & health and safety policy. These will be ratified by a simple majority vote by a show of hands at a Management Committee meeting.
49. If the Group carries 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.
50. No Member can speak on behalf of the Group without the consent of the Chairperson or his/her delegate. If such a situation arose then the Chair is required to report on the situation at the next Management Committee meeting.

Alteration of the Constitution

51. This Constitution can only be altered by consent of a simple majority by a show of hands of all Members of the Group at a meeting called expressly for that purpose.

52. 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 Group

53. The Group 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.

54. If such a request to dissolve the Group 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 Cambridge Gardens.

55. The Chair, Treasurer and Secretary of the Group at the time of the dissolution will facilitate and liaise with the Council in order to ensure that any remaining assets shall be used in accordance with paragraph 54.

Dated 11th June 2010