

# THE FRIENDS OF MARBURY COUNTRY & ANDERTON NATURE PARKS

## CONSTITUTION

### 1 NAME

The name of the Group shall be The Friends of Marbury Country Park and Anderton Nature Park, also to be known as the Friends of Anderton & Marbury or FoAM. It is herein referred to as 'The Group'. The name of The Group may be amended by resolution at any AGM or EGM.

### 2 OBJECTS

The preservation, protection and improvement of Northwich Woodlands in the region of Anderton and Marbury for the public benefit as a recreational amenity for exercise and recreation and to educate the public regarding the natural, historical and cultural value of the area.

### 3. POWERS

The objects of The Group shall be met by:

- i) making the natural, historical and cultural value of the area known to a wider public;
- ii) undertaking various activities, such as organising walks, talks and events, particularly those which engage community interest;
- iii) organising projects;
- iv) assisting the Greenspace Officers in various practical ways;
- v) raising funds by direct action or application for external funding;
- vi) liaising with other significant local industry and organisations (notably The Mersey Forest, Canal and Rivers Trust and the Lion Salt Works Museum) as well as the Greenspace Officers;
- vii) maintaining contacts with other relevant Friends groups and national organisations;
- viii) keeping local management informed of the wishes and perceptions of The Group;
- ix) promoting the Woodlands and work of The Group and undertaking any other activities determined by the Committee, consistent with the objects.

### 4 CHARITY TRUSTEES

The management of The Group shall be by a Committee of Trustees, consisting of Officers and as many Additional Committee Members as the Committee deems necessary. The Officers shall include Chair, Treasurer and Secretary (whose role may be shared by a number of Committee members) and any others that the Committee deem necessary. The Officers and Additional Committee Members shall be elected annually at the AGM, with the restriction that no-one may normally remain in the same Officer role for more than three consecutive years. A representative of the Parks' management shall be an ex-officio member.

The Trustees shall:

- i) ensure that the Group does not relieve Cheshire West and Chester Council of any of its statutory duties;
- ii) be independent of Cheshire West and Chester Council and Marbury Country Park Limited;
- iii) retain full discretion over funds raised, ensuring they are used for the specific purposes they select;
- iv) take and continue to take their own legal and financial advice as necessary;
- v) not participate in discussions or vote on issues in which they have a conflict of interest;
- vi) not agree to conditions that undermine the confidentiality of their discussions;
- vii) have unfettered discretion and be free to make their own decisions on matters outside the scope of any funding arrangement.

### 5. COMMITTEE MEETINGS

The Committee shall meet at such times and places as they deem fit, but not less than four times a year. A quorum at Committee meetings shall be six members, which must include one of the Officers. In the absence of the Chair, those present may elect one of their number to chair the meeting. Minutes shall be taken of all the Committee proceedings and these minutes shall be open for inspection by any member of The Group who applies to the Secretary.

The Committee shall undertake the general management and direction of the affairs and funds of The Group and, in particular (but without prejudice to the generality of the foregoing) may:

- i) nominate any member to serve on another body and represent the interests of The Group thereon;
- ii) pay the whole or part of any reasonable expenses of any member of The Group in or about the execution of any of his/her functions and duties on behalf of The Group;
- iii) make, and from time to time vary, rules not inconsistent with this Constitution;
- iv) fill any casual vacancies from time to time in its membership;
- v) appoint representatives from other organisations;

No person other than authorised officers of The Group shall use the name or purport to act on behalf of or to represent The Group unless the Committee have first granted him/her specific authority to act on behalf of The Group.

## 6 MEMBERSHIP

Membership of the Group shall be open to all interested individuals and groups, and all applications for membership shall be in writing. The committee shall have the absolute discretion to accept or reject such applications, or to refuse to renew the subscription of a member.

The annual subscription rates shall be such sums as may be agreed at the Annual General Meeting. Subscriptions shall become due on the anniversary of joining The Group. Members of The Group whose subscriptions fall three months in arrears shall be automatically excluded from membership.

## 7 FINANCIAL

All funds and assets in the possession of The Group shall be held, paid and applied as the Committee may direct within the Objects of The Group. Pending such directions, all funds shall be held in a separate bank account in the name of The Group with such bankers as the Committee may from time to time direct.

All cheques drawn on such bankers shall be signed by any two Officers known to the bank. All documents requiring endorsement shall be sufficiently endorsed if signed by any one of them. Prior to The Group's annual accounts being presented to the Annual General Meeting, they will be verified by an independent person.

The Group's financial year shall run from 1st April each year until 31st March in the following year.

## 8. TRUSTEE BENEFIT

No Trustee shall benefit from the Charity (excluding reasonable expenses)

## 9 GENERAL MEETINGS

The Annual General Meeting of The Group, of which at least 30 days' notice shall be given to all members of The Group by the Secretary, shall be held during the months of April or May each year. The business of the AGM shall be to receive a report from the Committee of the activities of the past year, to receive the annual accounts, to agree subscription rates for the following year and to consider any proposal or resolution put to the meeting.

The Committee may at any time, and shall within 30 days after receiving a request in writing from any 10 members of The Group, summon an Extraordinary General Meeting, of which not less than 30 days' notice shall be given by the Secretary to each member, specifying the business to be transacted. At the AGM and any EGM each member, including the Chair, shall have one vote, and all resolutions shall be decided by a show of hands. In the case of an equality of votes the Chair shall have a casting vote. The quorum at an AGM or EGM shall be one tenth of the paid-up membership.

## 10 AMENDMENTS

This Constitution may be added to, repealed or amended by resolution at an AGM or EGM. Alternatives may be proposed by the Committee or by not less than 10 members of The Group, who shall notify the Secretary at least two weeks before the AGM. No amendments may be adopted unless two thirds of the members present at the meeting vote in its favour.

Notwithstanding the above, this Constitution may be amended by the Committee to enable it to be kept up to date e.g. for changes of terminology, without reference to an AGM or EGM for approval. Any such changes will only be implemented if they do not affect the intention of the existing Constitution and will be notified to Members at the next AGM.

## 11 NOTICES

Notices to members shall be deemed sufficiently served if sent by ordinary prepaid post to the address of the member of The Group registered on his/her subscription form or by electronic means for those members opting for this form of communication.

## 12 WINDING UP

If at any AGM or EGM a resolution for the dissolution of The Group shall be passed by a two-thirds majority of the members present, and if this is confirmed by a two-thirds majority of all members of The Group as a result of a postal vote, The Group shall be wound up. In this case the Committee shall realise the property of The Group and after discharging all liabilities shall donate the surplus towards such other charities as the Committee shall decide.

Last amended at the AGM of 21<sup>st</sup> May 2018

A handwritten signature in black ink, appearing to read 'A J Redley', with a stylized flourish at the end.

A J Redley  
Chair