

Hampton Heath Friends

Constitution

The Name of the Friends Group

1. The Friends Group shall be called and known as the “Hampton Heath Friends”.

General

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

“AGM”	an Annual General Meeting of the Friends Group.
“Hampton Heath”	the public open space within the demise of David Lloyd, Hampton (Staines Road, TW2 5JD), in the [London Borough of Richmond, on land privately leased].
“Chair”	The person elected to chair meetings of the Committee
“Committee”	The duly elected and constituted committee set up to manage the Friends Group
“Committee Members”	Those Members of the Friends Group who have been elected to serve on the Committee
“Constitution”	This Constitution as set out in clauses 1 to 59.
“Council”	The Council of [London Borough of Richmond] or its appointed agents who manage the interests of the Site of Interest for Nature Conservation (SINC)
“Leaseholder(s)”	The current holder(s) of any sub-lease(s) from the Head-Leaseholder, or, if no sub-lease is in place, the head-lease: David Lloyd Leisure - as of January 2022
“Head-Leaseholder”	The current holder of the head-lease from the Freeholder: Aviva – as of January 2022
“Freeholder”	The current freeholder of the land: London Borough of Richmond – as of January 2022
“EGM”	An Extraordinary General Meeting of the Friends Group
“Friends Group”	Hampton Heath Friends
“Member”	Any person who has subscribed to the Friends Group, paid any applicable annual subscription and been accepted as a member.
“Secretary”	The person elected to take and distribute minutes of the Committee’s meetings, maintain a list of Members and carry out other administrative functions on behalf of the Committee and the Friends Group

“Special Resolution”	A resolution passed by seventy-five per cent of the Members present and voting or who have completed ballot papers at a duly constituted general meeting of the Friends Group
“Treasurer”	The person elected to the Committee to manage the Friends Group’s finances

Vision and purposes of the Friends Group

3. The vision and purposes of the Friends Group are:

3.1 To help protect, conserve and enhance Hampton Heath, its habitat and environs, for the enjoyment of local residents, visitors and wildlife.

3.2. Consistent with, and in furtherance of, the aims in paragraph 3.1 above:

- i) To develop and maintain (updating as necessary) this vision, ideas and suggestions to the Council and Leaseholder, and, where appropriate, to request action or authorisation by the Leaseholder, Council, or other relevant organisation to implement such ideas and suggestions;
- ii) To promote and assist in maintaining continued public access to, and enjoyment of Hampton Heath,
- iii) To promote projects, events and activities which further the Vision and purposes of the Friends Group for the benefit of the whole community, and to promote a sense of community spirit;
- iv) To promote the importance of retaining green spaces generally, and encouraging the local community to become involved in Hampton Heath projects and activities;
- v) To help preserve and enhance Hampton Heath as an important local green space for the enjoyment of nature, and as an attractive and accessible area for all;
- vi) To protect, conserve and enhance the habitats, flora and fauna of Hampton Heath in alignment with the Council’s Biodiversity Action Plan and current best practice;
- vii) To investigate the potential for Hampton Heath to promote or deliver “Green Infrastructure services” of wider benefit to the area, such as (but not limited to) habitat connectivity, Species Action Plans, surface water attenuation and filtration, carbon sequestration, a source of biological, or intellectual material for other sites.
- viii) To investigate the potential and opportunities for promoting mental and physical well-being through engagement and the conservation volunteering projects.
- ix) To provide a coherent, community “voice” for key issues or decision-making regarding Hampton Heath and its facilities or use;
- x) To work with the Leaseholder, Council, the Council’s contractors, suppliers and local law enforcement officers to ensure that services provided are of maximum benefit to users and to the local community; and
- xi) To seek comments, views and suggestions from the local community, including on the Friends Group’s own proposals, for any actions the Leaseholder, Council or any others may undertake or propose to undertake that affect Hampton Heath.

4. The Friends Group may undertake any activity which it considers will promote the vision and purposes of the Friends Group as set out in paragraph 3 above, subject to the Approval of the Leaseholder. It may in addition to such activity, carry out the following specific activities:

- i) Practical conservation works (NB: responsibility for management and day-to-day maintenance of Hampton Heath remains with the Leaseholder);
- ii) The organisation and execution of events and activities which the Friends Group may consider to be for the benefit of the Friends Group or other users of Hampton Heath ;
- iii) The raising of money to pursue the vision and purposes of the Friends Group;
- iv) Discussing, engaging and exchanging information and ideas with:
 - Other similar friends of Friends Groups, charities, developers and potential developers, other relevant groups with an interest in the Heath: such as schools, nurseries, community and other interested groups;
 - Police, crime prevention and response officers;
 - Local/National grant giving organisations;
 - The Leaseholder; and
 - The Council.

Membership of the Friends Group

5. Membership of the Friends Group shall be open to any person who is interested in Hampton Heath and in the work of the Friends Group, and who is willing to abide by this Constitution. The Friends Group will promote its membership opportunity openly.
6. Any person desiring to be a Member of the Friends Group shall complete an application in a form as prescribed by the Committee, which shall be submitted to the Secretary and/or Chair. Once accepted by the Secretary and/or Chair the applicant shall be a Member.
7. The Secretary/Chair 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 Friends Group and will be placed on the Friends Group's website.
8. Members may be required to pay an annual subscription, to provide funds for necessary expenses of the Friends Group.
9. There shall be no annual subscription fee at the time of adopting this Constitution. The Committee shall have discretion to introduce or waive all or any approved subscriptions from time to time.
10. The membership year shall run from 1st April in one year to 31st March in the following year. There will be no reduction in the subscription for part year membership.
11. Every Member shall be entitled to attend and vote at general meetings of the Friends Group, and at every such meeting shall be entitled to cast one vote on every resolution upon which a vote is taken.
12. Donations are welcome but shall not entitle a Member to any additional votes.

Conduct of Members

13. Every Member, including every Committee Member, shall be required, as a condition of membership, in relation to the Friends 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.

14. The Committee may exercise its discretion to 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 Friends Group's aims, activities, reputation or proceedings including those at meetings of the Friends Group. For the avoidance of doubt, additional grounds for refusal or termination include (but are not limited to) bullying or aggressive behaviour, and discrimination on the basis of gender identity, ability, ethnicity, religious belief, sexual orientation, or appearance.

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 the Chair of the Committee, or another 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 will nominate two Committee members to investigate the allegations.

16. If, on receiving the investigators' report, the Committee considers that termination of membership of a Member should proceed, a motion to that effect will 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 discuss and vote on the matter. The Member will be notified in writing within seven days of the Committee's decision. The decision of the Committee shall be final.

The Committee

17. The first Committee Members were elected unanimously by a vote of those persons present and voting at a public meeting at online on 11th January 2022 who expressed an interest in the formation of the Friends Group. Those so elected shall hold office until the close of the first AGM. The Chair, 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.

18. The Members shall elect a Committee, consisting of a Chair, a Secretary, a Treasurer and not less than three nor more than eight other Members of the Friends Group.

19. The Committee shall conduct the business of the Friends Group and may regulate the format of its own meetings from time to time as it considers fit. Members of the Committee are obliged to disclose any conflicts of interest and loyalty and remove themselves from any pertinent matters. Meetings may be convened either in person or on-line using a suitable platform which is generally available to attendees.

20. At the first AGM all Committee Members, other than the Chair, the Secretary and the

Treasurer, shall retire from office, and at the AGM in every subsequent year, one third of the Committee 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 Chair, the Secretary and the Treasurer) shall retire from office. The Committee Members to retire in every year shall be those who have been longest in office since their last election. In the event of there being more than one third who have been in office for the same period those to retire shall be determined by lot. A retiring Committee Member shall be eligible for re-election.

21. At the AGM at which a Committee Member retires by rotation, the Friends Group may fill the vacancy by electing another Member, or, in default, the retiring Committee Member, if offering him/herself 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 Committee Member, shall be eligible for election unless, at least fourteen days prior to the date appointed for the AGM, the Committee has received notice in writing, signed by the applicant and supported in writing by not less than three Members of their intention to propose such applicant for election.

22. By Special Resolution, the Members may, from time to time and at any time, remove any Committee Member 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 as a Committee Member to fill a casual vacancy.

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

24. The Committee may, as and when it considers appropriate, set up sub-groups and/or working parties, to operate on such terms as the Committee shall determine and these will always be accountable to the Committee.

25. The quorum for a meeting of the Committee shall be 60% or the nearest whole number rounded up. Committee members who are unable to attend a meeting in person may attend by providing a proxy to the Chair authorising the Chair to act on their behalf.

26. Decisions at all Committee meetings shall be by a simple majority vote. In the case of an equality of votes the Chair shall have a second or casting vote. A resolution in writing signed by all the Committee Members 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.

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

28. The Chair may and the Secretary, at the direction of the Chair, shall, at any time call an emergency meeting upon giving 24 hours prior notice to the other Committee Members and receiving their approval to convene the emergency meeting at short notice.

29. Except for emergency meetings the notice period for Committee Meetings shall be at least seven days. The agenda for each Committee meeting shall be circulated to Committee Members at least seven days before the agreed meeting date.

30. The Committee shall cause minutes to be made of the proceedings at its meetings and the decisions of the Committee shall be placed on the Friends Group's website once the minutes have been approved.

31. Any complaint about the work or conduct of the Committee by a Committee Member or other Member of the Friends Group shall be made in writing and sent to the Chair or

Secretary of the Committee. The Committee will consider the complaint at its next Committee meeting and use reasonable endeavours to address the points raised and to correct any problems highlighted. It will inform the complainant in writing of the action taken.

32. If the Member who has complained is still not satisfied, he or she should send a copy of the complaint and any correspondence received to the Committee, who will invite an independent person or organisation to investigate and report back to the Committee. The Committee will have an opportunity to readdress any factually incorrect matters, before the independent person/organisation reports back to the complainant.

Annual General Meetings

33. The Friends Group shall hold an AGM 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 Friends Group by the election of the first Committee Members.

34. All AGMs and other general meetings of the Friends Group will be open to the public to attend.

35. At least 14 days' notice of every AGM shall be given to all Members. The AGM will also be advertised to Members by email, and on social media.

36. The business of the AGM shall include (but not limited to):

- a. Receipt of a written report from the Chair on the Friends Group's activities over the previous twelve months;
- b. Receipt of reports from any sub-committees (if any);
- c. Receipt of a written report from the Treasurer, including an income and expenditure account for the last financial year and a balance sheet as at the last date of that period;
- d. Election of Committee Members; and
- e. Consideration of any other matters as the Chair may consider appropriate for discussion at the meeting.

37. Not later than seven days before the date of the AGM, the Secretary shall circulate to Members the agenda for the AGM, together with ballot papers for completion where there is to be an election of Committee Members.

38. Members unable to attend the meeting may offer apologies for absence and return their completed ballot papers to the Secretary at any time before the scheduled time for the AGM.

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

40. As Membership is by (free) subscription to the Newsletter, the quorum for the AGM shall be as for Committee Meetings (as paragraph 25) and may include online attendance if the meeting is held by on-line conferencing. Attendance and participation by the Members shall be actively encouraged.

41. At every AGM a resolution put to the vote of the meeting shall be decided on a show of hands (or digital equivalent) and completed ballot papers received from Members not

present, unless a poll is demanded by the Chair or by at least three Members present at the meeting. Unless a poll is so demanded, a declaration by the Chair that a resolution has, on a show of hands and completed ballot papers, 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 Chair shall have a second or casting vote.

42. Copies of the minutes of all AGMs will be available to all Members on request and placed on the Friends Group's website.

Extraordinary General Meetings.

41. The Friends Group may hold EGMs from time to time in order that the Committee may report to the Members on the Friends Group's business and so that Members may raise and discuss any topic relating to the Friends Group's activities. At least fourteen days' notice of such meetings shall be given to all Members.

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

43. An EGM may be requested by not less than six Members or 10% of the total number of Members, whichever shall be the greater, to discuss a specific topic or proposal.

44. Copies of the minutes of all EGMs will be available to all Members on request and placed on the Friends Group's website.

Finance

45. The Committee shall either:

- a. establish one or more bank accounts for and in the name of the Friends Group, or
- b. arrange for banking facilities to be managed on the Friends Group's behalf by an appropriate appointed non-profit/Charity.

At time of establishment, The Committee has appointed the Registered Charity "Habitats & Heritage" to manage banking facilities on behalf of the Friends Group.

46. Authorised signatories to the bank accounts shall be the Treasurer and two other Committee Members. Any two of these signatories shall be required to authorise each withdrawal from the Friends Group's bank accounts.

47. No expenditure shall be incurred save in the course of meeting the declared aims of the Friends Group.

48. Only members of the Committee may make financial commitments on behalf of the Friends Group. Any commitment to incur expenditure exceeding £100, or which comprises 20% or more of the current funds if funds are less than £100, shall require the prior written consent of any two of the Chair, the Treasurer and the Secretary.

49. A record of such written approvals shall be maintained by the Treasurer.

50. All expenditure must be supported with valid and original contracts, invoices or receipts

and be initialled by the authorising Committee Members.

51. Income and expenditure accounts shall be maintained by the Treasurer and, together with a balance sheet for each year, shall be presented to the AGM for that year. Copies will be available to any member on request and placed on the website of the Friends Group.

52. If the Friends Group decides to become a registered charity and its income exceeds the statutory limits from time to time, then an independent examiner will be appointed at the time it decides to change its status. The independent examiner's report on the Friends Group's accounts will then be presented to the AGM for approval by the Members.

Policies and Insurance

53. The Committee may develop policies to protect the Friends Group, its Members and other users of Hampton Heath as is deemed necessary. This may include a child and vulnerable adult policy, risk assessments and a health and safety policy. These will be ratified by a simple majority vote by a show of hands at a Committee Meeting.

54. Where the Friends Group carries out volunteer workdays or runs events the Committee shall, in advance of such days or events obtain all relevant licences and permissions.

55. As the Friends Group has no legal status as a Community Interest Company, Partnership, or Registered Charity, participation in events and volunteer actions is as individuals, and is at participants' own risk.

56. Risk Assessments for activities are carried out in advance and regularly reviewed and updated. Safety Briefings are given before each session as required, depending upon activities and the experience of participants.

57. Participants below the age of 18 must be accompanied by a responsible adult.

58. Participants with any special needs, disabilities or sensory impairments are encouraged to participate, but to alert the session leader. All participants should undertake tasks appropriate to their own abilities and experience.

59. All participants are encouraged to work in groups with others, and to alert others to any unusual risks or hazards they discover immediately.

60. Participants are also encouraged to look out for hazards or risks which may be caused by the actions of other participants – and ask others to stop working if their actions or their working environment present a risk to themselves or others.

61. All participants must, at all times, be aware that they are working in a public environment and ensure that their actions do not put members of the public at additional risk.

62. The Committee shall develop Risk Assessments and Health and Safety working methods for all common tasks, and anticipated risks, and these shall be kept under regular review.

Publicity

62. No member may speak on behalf of, or claim to represent, the Friends Group save with the prior consent of the Chair or Vice-Chair.

Alteration of the Constitution

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

Dissolution of the Friends Group

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

65. Upon dissolution, any assets then remaining shall be devoted solely to an activity or a purchase for the benefit of Hampton Heath.

66. The Chair, Treasurer and Secretary of the Friends Group at the time of the dissolution shall facilitate the dissolution and liaise with the Council to ensure that any remaining assets are used in accordance with paragraph 58 above.

This Constitution (revised draft) shall take effect from 20th July 2024, subject to Committee Approval and has been signed, as evidence of acceptance, by the elected Committee Members:

Chair



Secretary



Revisions from original (11.01.2022) draft:

- **Vision and Purposes of the Friends Group** – Minor amendments to wording
- **Annual General Meetings** – Notice reduced to 14 days; ballot papers return times minimised; quorum numbers reduced to reflect meeting attendances.
- **Extraordinary General Meetings** – Quorum reduced to better reflect levels of member engagement
- **Finance** – revised to reflect current Banking arrangements with Habitats and Heritage
- **Policies and Insurance** – Revised to reflect Volunteer actions and H&S Issues.