

WYCHWOOD COMMUNITY GROUP CONSTITUTION

DEFINITIONS

Group – The association the subject of this Constitution as named under clause 1 hereunder.

Member– Any individual as defined in Clause 2 hereunder.

Chair – the elected Member who shall chair meetings of the Group and such additional duties as are noted hereunder.

Vice Chairman – the elected Member who will, in the absence of the Chair, chair all meetings and ensure that the Group operates within its constitutional boundaries.

Secretary – the elected Member who shall be responsible for convening all meetings, maintaining a minute book recording the business conducted at all meetings of the Group and such additional duties as are noted hereunder.

Treasurer – the elected Member who shall keep proper accounts of all financial transactions of the Group and report on them at each Annual General Meeting as so required by clause 14.

Committee Member – shall be any Member elected to the Committee in addition to the Chair, Secretary and Vice Chairman.

General Meeting – any meeting of the Group not convened as a Committee Meeting, Special General Meeting or Annual General Meeting

Committee Meeting – any meeting of the Committee of the Group as defined in clause 15 hereunder.

Special General Meeting – any meeting of the Group as convened and detailed under clauses 25 to 26 hereunder.

Annual General Meeting – the meeting of the Group as defined under clauses 20 to 21 hereunder.

Committee - Those Members elected at any Annual General Meeting to lead the Group for a maximum period of 12 months.

Golf Course - the 18 hole golf course formerly known as Gorstyhill Golf Club, located in the Area as highlighted in yellow on the map at Appendix 1 and currently owned by Haddon Property Developments Limited.

Country Park – the area highlighted in pink on the map at Appendix 1 and currently owned by Haddon Property Developments Limited.

NAME

1. The Group shall be called: **Wychwood Community Group**

THE AREA

2. The Group will represent the areas highlighted in colour, yellow and pink on the map which is signed and dated at Appendix 1 to this Constitution and referred to herein as 'the Area'.

THE OBJECTIVES

3. To preserve the Country Park and Golf Course as a recreational space and community asset preferably, but not necessarily limited to the following endeavours:

- 3.1 to represent the interests of the community on planning matters relevant to the Country Park and Golf Course;
- 3.2 organising and holding fundraising events and activities to raise the necessary funds to realise the Group's objectives;
- 3.3 investigating and pursuing potential opportunities which could further the Group's objectives, including, but not limited to;
 - (i) commercial/business propositions; and/or
 - (ii) local authority and/or government funding and/or assistance; and/or
 - (iii) engaging with the press/media to publicise the Group's objectives;
- 3.4 procuring specialist advice and assistance as appropriate;
- 3.5 to prevent any further residential development on the Area covered by the Section 106 Agreement dated 8 October 2003 between (1) Cheshire County Council (2) Crewe and Nantwich Borough Council and (3) Countryside Properties PLC.
- 3.6 to represent and communicate with all the residents of the Area; and
- 3.7 long term engagement and liaison with current and potential future landowners/leaseholders regarding future use and preservation of the Country Park and Golf Course.

MEMBERSHIP

4. Membership shall be open to anyone who supports the objectives of the Group as stated in clause 3, to include but not limited to, residents of the Wychwood area.

5. Anyone who has registered for updates shall be deemed to be Members of the Group unless they 'opt-out' by emailing UNSUBSCRIBE to cw2@wychwoodvillage.co.uk. Anyone who wishes to become a member of the Group can do so by emailing REGISTER to cw2@wychwoodvillage.co.uk or completing the form on the www.wychwoodvillage.co.uk website.

6. Members of the Group will have the right to speak and vote at General Meetings, Special General Meetings and Annual General Meetings.

7. Members will be invited to sign an attendance sheet at Special and Annual General Meetings.

EQUAL OPPORTUNITIES, VALUING DIVERSITY, CONDUCT

8. The Group will aim to reflect the diversity of the Area which it serves. In the conduct of its affairs the Group will prohibit discrimination or harassment on the basis of race, sex, age, sexuality, disability, religion and political affiliation.

9. All Members of the Group shall be expected to conduct themselves in a law abiding and respectful manner.

10. Any Member acting in breach of clauses 8 and 9 may be removed from the Group as permitted under sub-clause 10.2 hereunder for a period of at least one month.

10.1 The removal of any Member may only be carried out by a two thirds majority present and voting at the next Committee Meeting following the breach.

10.2 Subject to clause 15.3 the Committee may temporarily fill any vacancy arising by a simple majority vote from its Members until the next Annual General Meeting provided that more than one Member wishes to be nominated for that vacancy.

11. Any Member not acting to further the objectives of the Group as set out at clause 3 shall be permanently excluded from the Group by a two thirds majority of the Committee.

FINANCE

12. Subject to clause 37, monies raised by or on behalf of the Group shall only be used towards achieving the objectives of the Group as stated in clause 3.

13. The Group shall have a bank or building society account:

13.1 a minimum of two Committee Members' signatures shall be required for any withdrawals or cheques required by the Group; and

13.2 at least three authorised signatories shall be approved for withdrawals from the Group's account. None of the three authorised signatories shall be from the same family or household.

14. At every General Meeting the Treasurer will present an overall summary of the Group's financial position. Special General Meetings shall be excluded from this requirement unless the focus of that Special General Meeting is financial matters relating to the Group.

CONDUCT OF BUSINESS

Appointments

15.

15.1 All Members who are eligible for election and agree to nomination can stand for election to the Committee. Committee members will be elected by majority vote and serve for twelve months. Elections will be held at the Annual General Meeting.

15.2 The Committee will lead and administer the business and activities of the Group including the encouragement of any Member who expresses interest therein and the appointment of sub-groups of Members as deemed necessary and beneficial to the achievement of the objectives of the Group.

15.3 No more than two Committee Members shall be from the same family or household.

Minutes

16.

16.1 Minutes shall be taken at all Committee meetings and shall be available to Members once agreed at the following meeting as a true and correct record of the proceedings to which they relate.

16.2 Subject to clause 16.1 minutes of Committee meetings shall be available to any Member of the Group upon reasonable request to the Secretary within 28 days.

Meetings

17. Contributions

17.1 The Committee shall meet as often as necessary but at least every month.

17.2 The Committee will call such General and Special General Meetings as required. There will be at least one General Meeting per annum at which Members may raise any points that they wish to.

18. Notice

18.1 Notice for all General Meetings will include time, date and place of meeting and an Agenda and should be displayed in a number of prominent public places.

18.2 Notice of cancellation of meetings requires a prior minimum period of 48 hours' notice and should be displayed in those places chosen under clause 18.1 above.

19. Voting

19.1 All decisions shall be taken by a simple majority of Members who are eligible to vote.

19.2 No individual has the power of a casting vote.

ANNUAL GENERAL MEETING

20. Not less than 14 days' notice of the Annual General Meeting shall be given.

21. The format of the Annual General Meeting will be as follows: -

21.1 The Committee shall present an annual report of the Group which will outline the activities undertaken by the Group over the preceding 12 months period.

21.2 The Committee shall submit and present accounts for the Group for the previous year.

22. All Committee Members can serve for 12 months but if they wish to stand down they must notify the Secretary and an election will take place at the next Annual General Meeting.

23. Any Member who wishes to stand for election to the Committee can nominate themselves for the vacancies, subject to clause 15.3. An election process, officiated by an independent third party will take place by secret ballot of all Members in attendance. Those Members who are elected will serve on the Committee for a maximum of 12 months.

24. All Committee members can stand for re-election after serving a 12 month term.

SPECIAL GENERAL MEETINGS

25. The Secretary shall call a Special General Meeting at the request of the majority of the Committee, or on receipt of a written petition giving reasons for the request and signed by a group of Members not less in number than the number of Members who then currently make up the Committee.

26. The Secretary shall give not less than three days' notice of the date of a Special General Meeting which must take place within 28 days of any request.

QUORUM

27. The quorum for Committee Meetings shall be three Committee Members.

28. The quorum for all Special General Meetings shall be not less than the number of Members who then currently make up the Committee.

REPRESENTATION

29. Any Member delegated to represent the Group in consultation with any other body shall act on the instruction of the Committee and shall report back at the next available meeting of the Committee.

SUB-GROUPS

30. The Committee shall have the power to delegate any of its functions to sub-groups consisting of two or more persons appointed by it who are eligible Members and who must act within the framework laid down in this Constitution.

31. All proceedings of sub-groups must be reported at each meeting of the Committee until such time that the sub-group is disbanded.

CHANGES TO THE CONSTITUTION

32. All Members shall be provided with a copy of the Constitution once adopted by application to the Secretary and within 28 days of the request.

33. Any alteration to the Constitution shall take place at a Special General Meeting and will require the approval of the majority of those Members present.

34. Any resolution for alteration to the Constitution must be received by the Secretary and notice of the proposed resolution given to all Members in advance of the Special General Meeting in accordance with the notice periods for Special General Meetings set out in clause 25.

35. The Chair shall sign and date any revised Constitution which shall then be made available to any Member upon request to the Secretary in accordance with clause 32.

SUSPENSION OR DISSOLUTION OF THE GROUP

36. If the immediate threat to the preservation of the Country Park and Golf Course as a recreational space and community asset dissipates then:

36.1 the objectives of the Group as set out in clause 3 may be reviewed and amended at a Special General Meeting as per clauses 33 to 35; or

36.2 a Special General Meeting may be convened in accordance with clauses 25 and 26 and subject to the approval of the majority of those Members present the Group may be suspended for an agreed period.

37. If the Committee, by a simple majority vote, decides at any time to dissolve the Group, it shall give at least 28 days' notice of a Special General Meeting. If such a decision is confirmed by a majority of those Members present at the Special General Meeting the Committee shall have the power to dispose of any assets held by the Group. Any assets remaining after the satisfaction of any proper debts or liabilities shall be used for such purposes as receives a majority vote from Members at a Special General Meeting.

COMMUNICATION

38. The Committee shall communicate with Members by the following methods:

38.1 in person at General, Special or Annual General Meetings; and/or

38.2 in writing, providing that any written communication is stated to be officially from the Committee; and/or

38.3 by email from the email address CW2@wychwoodvillage.co.uk.

ADOPT THE CONSTITUTION

This Constitution was adopted by the Group and ratified by the persons named hereunder on the date stated below:-

Chair:.....

(Please print name)

Secretary:.....

(Please print name)

Signed:.....

Signed:.....

Dated:.....

Dated:.....

Appendix: Map of 'the Area' – Clause 2

Map of 'the Area' – Clause 2

