Friends of Radley Lakes

Annual General Meeting 23 March 2011

Annex B - Proposed revisions to the Constitution

Introduction

The present constitution was drawn up for Save Radley Lakes, which was a campaigning organisation. Now that the campaign is over, and the focus of our efforts has moved to supporting the Earth Trust (formerly Northmoor Trust) in its management of Thrupp Lake, some changes to the constitution are needed.

The proposed changes are shown below, as tracked changes on the existing constitution (which was last amended in November 2009). The main changes can be summarised thus:

- Adoption of new name (Friends of Radley Lakes)
- Incorporation of new Aims (as agreed as the Extraordinary General Meeting on 14 May 2010) in the Constitution
- Introduction of a power to charge a joining fee and/or or annual subscription fee, subject to the agreement of the membership at a General Meeting. <u>There is however no intention at present to charge either of these fees – we would simply like to introduce this power in case it is needed in the future</u>.
- Clarification of the size of the Executive Committee, and some changes to roles on the Committee.
- Introduction of elections to the Executive Committee – members of the Committee will be elected for three years (renewable) by the members at a General Meeting.

Resolution

The following resolution will be proposed:

"that the proposed changes to the Constitution, as set out in the document circulated as Annex B with the notice of the Annual General Meeting, should be adopted".

Roger Thomas

Interim Chairman

7 March 2011

Friends of ~~Save~~ Radley Lakes

Constitution

(Adopted August 2005, last amended November 2009)

Name

1. This constitution relates to the Group whose inaugural meeting was held at the Hadland Road Community Centre, Abingdon on 20th May 2005 and chaired by David Guyoncourt of the Thrupp Conservancy Group.
2. The Group, formerly known as Save Radley Lakes, shall be called Friends of ~~*Save*~~ *Radley Lakes*, or such other name the Group may choose for itself in the future, and is herein referred to as *The Group*.

Definitions

The Group

Friends of ~~Save~~ Radley Lakes

The Radley Lakes Complex

The general area east of Abingdon in Oxfordshire lying to the north and west of the River Thames comprising the County Wildlife Sites 59J01/02 (Thames Cut) and 59I03 (Radley Gravel Pits) with the inclusion of the areas known as Bruney ("Lake L2") at NGR SU 515 971 and Nyatt ("Lake K") at NGR SU 517 968) and Stockey at NGR SU 530 974.

The Eastern Lakes Complex

That part of the Radley Lakes Complex lying to the east of the mainline Oxford to Didcot railway. This area includes the Phase-1 Radley Ash Disposal Site.

The Western Lakes Complex

That part of the Radley Lakes Complex lying to the west of the mainline Oxford to Didcot railway. This area includes the Phase-2 Radley Ash Disposal Site, Longmead Lake and Barton Fields.

The Lakes

"Thrupp Lake", the existing lake at NGR SU 519 975, and "Bullfield Lake", the existing lake at NGR SU 521 974, and any other waterbody within the Radley Lakes Complex currently in existence or created at any time in the future, and their immediate surroundings.

Interested Body

A business, organisation or group recognised by The Group as having a significant material interest in the Aims of The Group

The Press

Any media organisation (newspaper, TV, radio) which exists to publicise information, any publicity medium, or any other organisation responsible for providing information thereto.

Aims

3. The aims of the Group are:

~~a) To prevent the destruction of, or damage to, The Lakes by operations carried out by RWE Npower, and others.~~

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~~b) To campaign to ensure that no further disposal of PFA from Didcot Power Station takes place at Radley.~~

~~c) To protect The Radley Lakes Complex from development and land-uses that are inconsistent with the conservation of its wildlife and appropriate recreational use by the community.~~

~~d) To campaign to turn the Radley Lakes Complex, or as much of it as possible, into a Wildlife Site subject to proper stewardship and management, and as an amenity for the benefit of the community.~~

a) To represent the views of all those who care about Radley Lakes and their future.

b) To support and assist the Earth Trust (formerly Northmoor Trust) and its successors in its management of Thrupp Lake, and any part of Radley Lakes that the Trust or its successors may eventually become responsible for.

c) To support and assist any other charitable body that may become positively involved in conservation activities at the Radley Lakes.

d) To promote the restoration and good management of the Radley Lakes for wildlife conservation and public recreation, and to do this by dealing with it and its wildlife as part of the wider Abingdon/Radley area, as far as circumstances allow.

Membership

4. Initial membership of the Group comprises those present at the inaugural meeting on 20th May 2005 and recorded in the minutes thereof.
5. Additional members may join provided they share the Aims of The Group. New members will be required to complete an application form on which they should declare any interests in the Aims. Membership of the Group is otherwise unrestricted.
6. Membership of the Group shall not be limited to a maximum number
7. The Group shall not be affiliated to any Political Party or Parties.
8. ~~No single Interested Body may have more than two members or representatives serving as members of the Group at any one time.~~
9. ~~Membership of the Group shall be honorary.~~ The Group may charge such joining fees or annual subscription fees as it decides. Any decision to introduce or to alter any such fees requires the approval of a majority of the Members present at a General Meeting.

Consultants

10. The Group may engage professional consultants to act on its behalf. These may be *pro bono* or for fee. Consultants may or may not be Members of The Group.

Powers to Dismiss

11. The Group shall have the power to dismiss a member who
    a) ceases to hold the aims of the Group
    b) is unable or unwilling, for any reason, to support the aims of the Group.
    c) acts in such a way as to adversely affect the aims or reputation of the Group

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12. The decision as to whether a member should be dismissed shall be taken by the Executive at a formally convened meeting under clauses 36-38.

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13. A member who is dismissed shall be notified in writing and his/her name removed from all membership lists.

14. A dismissed member shall be barred from future membership for a period determined by resolution of the Executive, unless and until there is a formal resolution at a General Meeting of the Group to the contrary.

Cessation of Membership

15. A member may voluntarily resign at any time. Such resignation may be verbal or written. Upon receipt of notification of resignation, the name of the resigning member will be removed from all membership lists.

~~Officers~~ Management of the Group

16. The ~~members of the~~ Group shall be managed by an Executive Committee which will consist of not more than nine members.

17. The members of the Executive Committee will be elected by the membership at a General Meeting, and will hold office for a period of three years (renewable by election at a subsequent General Meeting). ~~appoint officers, and determine the period each shall hold office, as follows:~~

18. The members of the Executive Committee will appoint from among their number the following officers:

    Chairman whose duties shall be to conduct meetings, to summon meetings, to decide agendas, to act as the official representative of the Group, and to generally promote the activities of The Group.
    Vice Chairman whose duties are to assist the Chairman, and, in his absence, to carry out the duties as above.
    Secretary whose duties shall be to administer the day-to-day business of the Group, to record the minutes of meetings, to arrange meetings and to distribute agendas of forthcoming meetings to members. ~~The secretary is also responsible for official communication between the Executive and the General Membership.~~
    Treasurer whose duties shall be to administer the financial and legal affairs of the Group and to provide the Group with a regular Statement of Account. ~~The treasurer shall also be responsible for maintaining the membership list.~~
    Membership Secretary whose duties shall be to maintain the membership list and to be responsible for communication with the Membership

19. The duties of the four remaining members of the Executive Committee will be agreed from time to time by the Executive Committee, and will include the roles of Publicity Officer and Events Officer.

20. In the event of a vacancy arising on the Executive Committee, the remaining members of the Executive Committee may fill that vacancy by co-option of any Member, any such co-option to last until the next General Meeting at the latest.

~~Executive~~

~~17. The members of the group shall appoint an executive whose task is to coordinate and implement the actions necessary to achieve the Aims.~~

21. The Executive Committee is empowered to take decisions on behalf of the Group and is accountable to the Group for those decisions.

~~22. No agent, member or employee of an Interested Body may serve on the Executive.~~

22. A member of the Executive Committee may be removed from the Executive Committee by a formal resolution of the Group at a General Meeting.

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Subgroups

23. To further the conduct of the business of the Group, the Group may appoint SubGroups whose composition and terms of reference shall be entirely at the discretion of the Group.

24. The Executive may appoint Subgroups on behalf of the Group, with any such appointments to be ratified at the next General Meeting.

25. Subgroups shall be accountable only to the Group via the Executive and shall not communicate their findings directly to any other body without the consent of the Executive.

26. The Chairman and Vice-Chairman shall be *ex officio* members of all Subgroups.

27. Each Subgroup leader shall be a member of the Executive.

Conduct of Proceedings

General Meetings

~~28. The members of the Group may convene as and when the Secretary and/or Chairman deem that there is business to discuss.~~

28. At least one General Meeting shall be held during any calendar year. At least fourteen days notice in writing shall be given of a General Meeting.

29. General Meetings are open to all members of The Group.

30. The quorum for the transaction of business at a General Meeting shall be ~~four~~ nineteen members being personally present at a properly convened meeting of the Group.

31. If at any meeting where a quorum is present, but the Chairman is not present within five minutes of the time appointed for the start of the meeting, then the Vice Chairman shall take the chair. If the Vice Chairman is also absent, the members may choose one person present to be Acting Chairman for the duration of that meeting, or until such time that the absent Chairman, or Vice Chairman, arrives when he shall immediately take the chair.

32. If the Secretary is absent or has taken the role of Acting Chairman, then the person in the Chair shall appoint another member to record the minutes until such time as the Secretary becomes available.

33. Motions shall be decided by a simple majority of votes, one vote per member present, or as provided for by proxy. The Chairman however shall not vote except as under clause 34.

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34. In the event of an equality of votes, the Chairman shall have a casting vote.

35. The Group shall endeavour to arrive at policy decisions by open consensus. Where there is irreconcilable disagreement, minority views shall be recorded and, where possible, accommodated in alternative proposals.

Executive Committee Meetings

36. Formal meetings of the Executive Committee may be convened at the discretion of the Executive Committee members. The dates and venues of meetings shall be set by the Executive Committee in the course of its business. Additional meetings may be called at the discretion of the Chairman.

37. It is the responsibility of the Secretary to ensure that all Executive Committee members are informed of meeting dates and venues in reasonable time.

38. The conduct of Executive Committee meetings shall be as for General Meetings, save that (1) the requirement is to give reasonable notice (not fourteen days notice) in writing of an Executive Committee meeting, and (2) the quorum for the transaction of business shall be five members of the

Executive Committee being personally present at a properly convened meeting of the Executive Committee.

Conduct of Business

39. Within the Group, within any ~~each~~ Subgroup and within the Executive, business may be conducted by any feasible means, with electronic means (email) being generally preferred.

~~40. Information relating to the Group's planning and strategy shall be treated as confidential and not communicated outside the Executive and any involved Subgroup(s), except on a need-to-know basis.~~

40. Communication with the General Membership shall be via the Membership Secretary (see clause 18).

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41. Official communication with the Press shall take place only through or with the approval of the Executive Committee.

Conflict of Interests

42. The Group may not do anything that would make it an Interested Body as defined in this constitution.

Finance

43. The Group may raise funds by seeking donations from Interested Bodies or from the Public. Donations shall be accepted on the explicit understanding that the Group is not accountable to any donor as to the specific use of the funds or as to the undertaking of any aspect of its business, unless otherwise agreed in writing.

44. Funds shall be used solely for purposes in connection with promoting the Aims of the Group, except as provided for under clause 48, and subject to the following:

    a) Where applicable, funds should be used for those specific purposes for which they were raised.

    b) Subject to 44(a), funds may be made available to a Local Authority or an asset-locked charitable organisation for a specific purpose in direct support of the Aims, or to defray costs in pursuit of such a purpose.

    c) In accordance with clause 44(b), The Group may make grants to other bodies for the purchase of land or property. However, The Group may not acquire ownership of land or property in its own right (See clause 42.)

45. The finances of the Group shall be subject to annual audit.

Personal Information

46. Personal information gathered in the course of the campaign shall not be used for any purpose except that for which it was provided.

Dissolution

47. The Group shall not be dissolved except in the event of any of the following occurring:

    a) The total number of Members is less than a quorum.

    b) All the aims of the Group are achieved.

    c) A resolution altering the Constitution so as to allow dissolution is passed in accordance with clause 49.

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48. Any uncommitted funds remaining at dissolution shall be donated to one or more charities, or asset-locked organisations, with similar or comparable aims to those of The Group, as shall be decided by the Group at the time.

Alteration of The Constitution

49. The provisions contained within the Constitution may be revoked or altered by a majority of not less than two thirds of the members of the Group present at a General Meeting where there is a quorum, provided the following procedure is observed:

    a) Not less than 14 days notice in writing shall be given to the members of the Group of any meeting convened for the purpose of revoking or altering the provisions thereof.

    b) Such notice shall set out a formal resolution to be placed before the Group specifying in detail the alteration or alterations propose

Signature of Proposer.....*K Hughes*..... Signature of Seconder.....*M White*.....