

# **Constitution of the Steeple Woodland Project Group**

## **1. NAME**

The name of the Association shall be the Steeple Woodland Project Group.

## **2. AIMS**

The aims of the Group shall be:

- a) To assume responsibility for the environmental management of the Steeple Woodland Nature Reserve, a Local Nature Reserve, the boundary of which is shown on the attached plan, through a Management Agreement with Cornwall Council.
- b) To undertake such activities that support the objects of the project.

## **3. OBJECTS**

The objects of the project are:

- a) To manage the Steeple Woodland Nature Reserve in the Trelyon Downs/Steeple Woods area of St Ives/Carbis Bay to function as both a nature reserve and a public amenity.
- b) To develop and manage the nature reserve according to the current Management Plan with an emphasis on preserving and enhancing the 'naturalness' of the site.
- c) To support conservation of the remaining evidence of mining history in the above area.
- d) To support and encourage community engagement in the project.
- e) To secure the long-term future of the nature reserve.

## **4. MEMBERSHIP**

- a) Membership of the Group shall be open to any person interested in furthering the aims and objects of the Group and who is proposed and seconded, and accepted by simple majority vote by existing Group members, at a General Meeting.
- b) Every member shall have one vote. In the event of an equality of votes the Chairman of the meeting may exercise a second or casting vote.
- c) The Secretary shall keep an up-to-date list of Members.
- d) Volunteers working on site do not have to become members of the Group.

## **5. TERMINATION OF MEMBERSHIP**

- a) The Group shall have the right for good and sufficient reason to terminate the membership of any member provided that the member concerned shall have the right to be heard by the Group at a General Meeting before a final decision is made by majority vote.
- b) Membership shall be deemed to have lapsed if a member fails to attend any General Meeting or volunteer session within a twelve month period.

## **6. HONORARY OFFICERS**

At Annual General Meetings the Group shall elect from amongst its members a Chair, a Vice Chair, a Secretary, a Treasurer and such other Officers as it may from time to time determine. The Chair is to serve no more than 3 consecutive years and will not stand for election for a 4<sup>th</sup> year. All Officers are to stand down at each AGM but, other than a Chair who has served 3 consecutive years, are free to stand for re-election. Election will be by simple majority vote of members of the Group present at the meeting and votes by proxy.

## **7. ANNUAL GENERAL MEETING**

Within fourteen months of the date of the meeting adopting this constitution or the last Annual General Meeting the Group shall convene an Annual General Meeting for the purpose of receiving an annual report from the Chairman, a statement of accounts from the Treasurer, to elect the Honorary Officers and of voting, wherever necessary, on proposals to amend the Constitution. At least 21 days notice shall be given of the Annual General Meeting.

## **8. GROUP MEETINGS**

- a) The quorum for the Group shall be five members present at a meeting.
- b) In the event of an Honorary Officer not wishing or being unable to continue in that role then the vacancy shall be filled by election at a General Meeting of the Group.
- c) Minutes shall be kept by the Group of all proceedings and resolutions of the Group and any other sub-committees that are set up to advance the work of the Group.
- d) If any member has a pecuniary interest in any matter under discussion by the meeting then that member should withdraw from any further discussion and decision on that matter, after notifying the meeting of an interest.
- e) Members unable to attend a General Meeting or Annual General Meeting in person may nominate a member as a proxy to vote on one or more specific issues on their behalf. Members wishing to vote by proxy should notify the Secretary in advance of the meeting by post or email, naming the member who will vote on their behalf at the meeting and the specific issue/s on which they wish to vote.

## **9. FINANCE**

- a) All monies raised by or on behalf of the project shall be applied to further the objects of the project and for no other purpose.

- b) The Group shall hold a bank account, at such bank as it shall determine, for the deposit of funds held by the Group. All cheques drawn on the account must be signed by two honorary officers of the Group, one of whom will be the Treasurer except when unavailable. The Treasurer shall give regular reports as to the funds held.

**10. ALTERATIONS TO THE CONSTITUTION**

Any proposal to alter this Constitution must be sent to members of the Group not less than 14 days prior to the meeting in question and giving the wording of the proposed alteration.

An alteration will require the approval of a two-thirds majority of members present and voting at a General Meeting or Annual General Meeting.

**11. DISSOLUTION**

If the Group by a two thirds majority decides at a General Meeting at any time that on the ground of expense or otherwise it is necessary or advisable to dissolve the Group, it shall call a meeting of all members of the Group, giving not less than 21 days notice and stating the terms of the resolution to be proposed. If such a resolution shall be confirmed by a two thirds majority of those present and voting at such a meeting (including votes by proxy), the Group shall have power to dispose of any assets held by or in the name of the project. Any assets remaining after the satisfaction of any proper debts and liabilities shall be applied towards charitable purposes for the benefit of the inhabitants of the St Ives/Carbis Bay area, as the Group may decide.

**12. RECONSTITUTION**

Upon the Group deciding that it has satisfactorily achieved its aims as set out above, it may then resolve in accordance with the above procedure to transfer all assets to a new association of the Steeple Woodland Project. This should be constituted as appropriate for the project but incorporating such irrevocable clauses in its constitution so that no members of the project can benefit financially from the funds available to the project.

This Constitution was adopted by the Steeple Woodland Project Group at its meeting

held on:

Signed: ..... (Chairman)

..... (Secretary)

