

CONSTITUTION and AGREEMENT OF ASSOCIATION: FRIENDS OF TOOTING COMMON

Preamble

At a public meeting of 1 October 2012 it was resolved that a Constitution and Agreement of Association as set forth in Articles 1-16 below be agreed between any and all subscribing members of the Friends of Tooting Common, to be an unincorporated association as of the above date, and with the possible future intention of becoming a Charitable Trust. An Executive Committee was elected to attend to the legal and financial arrangements appropriate to that decision, and to attend to the business of the Association, until the first AGM to be held in October 2013, or any EGM called before then. Annual Subscriptions were initially set at £6 for ordinary members and £10 for families.

This Constitution and Agreement is dated 1 October 2012 and is made between the Members of the Friends of Tooting Common. Some amendments to this Constitution were made at the AGM on 23 November 2014.

The Members have formed the Association known as the Friends of Tooting Common which they desire to be regulated according to the following terms and conditions.

These are the terms of the Agreement:

Definitions

These definitions apply unless context requires a different interpretation:

'AGM'	means Annual General Meeting of the Association;
'Annual Subscription'	means the Annual Subscription for membership of the Association as approved by Members at the AGM from time to time;
'Agreement'	means this Constitution and Agreement of Association;
'Association'	means the Friends of Tooting Common
'Association Year'	means the period of the year beginning 1 st [July];
'Commons'	means Tooting Bec Common and Tooting Graveney Common
'Co-opted Members'	means ordinary Members duly appointed to the Executive Committee by the Officers and Elected Members of the Executive Committee;
'EGM'	means Extraordinary General meeting of the Association;
'Elected Members'	means ordinary Members duly elected to the Executive Committee at the AGM;
'The Executive Committee'	means the Officers of the Association, a maximum of seven (7) additional Elected Members, and a maximum of three (3) Co-opted Members;
'General Meeting'	means respectively the AGM, and any EGM;
'Officer of the Association'	means respectively the Chair, the Membership Secretary, the Minutes Secretary and the Treasurer;
'Members'	means those persons from whom an Annual Subscription has been timely received by the Association and whose names and addresses are entered on a register of Members, as updated from time to time; and

'The Rules' means the terms and conditions of this Agreement.

1. Name

The name of this Association is 'The Friends of Tooting Common'.

2. The Objectives of the Association

(a) to promote the public use and enjoyment of Tooting Bec Common, Tooting Graveney Common (henceforth 'the Commons') and adjacent public spaces,

(b) to promote community participation in events held on the Commons and on adjacent open spaces,

(c) to promote community participation in projects designed to sustain and improve the Commons and adjacent open spaces,

(d) to protect and encourage the biodiversity of the Commons,

(e) to initiate and encourage the public discussion of matters concerning the Commons.

(f) in pursuing these purposes the Association will communicate and co-operate with the Wandsworth Borough Council and with other community groups with coincident interests.

Each Member contracts with each other Member to join together to promote and represent the above interests of the Association. This Agreement is not intended to form a partnership.

3. Membership

(a) Membership is open to individuals and families supporting the objectives of the Association and who are parties to this Agreement or accede to it by payment of an Annual Subscription. Individual Membership rights shall consist of the right to attend General Meetings, the rights exercisable by individuals at, and in connection with the calling of, and setting the agendas of, General Meetings, and any rights that result from the decisions of those meetings, or as otherwise set forth in this Agreement. Family Membership entitles a maximum of two persons to exercise these rights.

(b) Subscriptions:

Annual Membership Subscriptions shall be such as the Members determine at the AGM. Current subscription prices shall be as set out in the preamble to this Agreement, as updated whenever the Members approve changes.

All payments of Annual Subscriptions are due on the anniversary of the Individual or Family joining the Association. Non-payment of subscriptions by the due date results in the loss of membership rights, which may be revived by payment.

(c) Resignation, Suspension or Expulsion:

1. Membership of the Association may be resigned by the Member or Members informing the Membership Secretary in writing of his, her, or their intention to do so. No part of his Annual Subscription shall be refundable by reason of resignation.

2. The Executive Committee shall have the power to suspend (for a period not exceeding twelve months) OR expel any Member who infringes any of these rules or whose conduct, (in the Executive Committee's opinion) is harmful to the good name of the Association, or renders him or her unfit for membership.

3. No Member shall be suspended or expelled without first being given the full opportunity to

defend himself or herself before the Executive Committee. Suspension or expulsion shall not be permitted without a vote of at least three quarters of the Executive Committee. No suspended Member shall be elected as an Officer of the Association or be entitled to vote at any meeting. No part of a suspended or expelled Member's Annual Subscription shall be refundable.

4. The suspended or expelled Member shall have the right to appeal within 21 days to an EGM which must be held within 42 days of the appeal being lodged.

4. General Meetings

(a) Annual General Meetings

1. The AGM shall be held in October each year. The Minutes Secretary shall give Members at least twenty-one (21) days Notice of the AGM, including the date, time, place and any special purpose which the meeting will discuss. A quorum for an AGM shall consist of a minimum of ten (10) per cent of the total Members, and the presence of at least one half of the Executive Committee, within half an hour after the time specified for the start of the meeting.

('Notice' here and elsewhere in this document shall be to any Member by last postal address or email known to the Membership Secretary; or by any Member by email or postal address to the Membership Secretary.)

2. The AGM shall be held for the following purposes:

- (i) the Chair shall present an account of the activities of the Association since the last AGM;
- (ii) the Treasurer shall present the annual accounts which shall have been subject to independent examination for approval by the Members;
- (ii) the Members shall elect Officers and Elected Members of the Executive Committee;
- (iv) the Annual Subscription shall be fixed; and
- (v) any other business of the Association shall be raised.

Any matters related to the objectives and the operation of the Association may be raised by a Member, provided such Member has given the Minutes Secretary (14) days' Notice of such matter.

(b) Amendment of Rules or Dissolution of Association

The Rules may be amended ('Amendment') or the Association dissolved ('Dissolution') by the Members at the AGM, provided that Notice of any such proposal is given by a minimum of six (6) Members and/or Officers to the Minutes Secretary at least fourteen (14) days before the AGM. Any proposal for Amendment or Dissolution must be given in the Notice to convene the meeting or else in a subsequent Notice at least seven (7) days before the meeting. An Amendment or the Dissolution shall come into force if supported by two-thirds of the Members present at the AGM, provided in the case of an Amendment that it does not have any adverse effect on the legal status of the Association; and provided in the case of a Dissolution that the discharge of liabilities and distribution of assets are successfully attended to at such meeting.

(c) Extraordinary General Meeting

The Minutes Secretary shall call an EGM within twenty eight (28) days of receipt of the signed request of one-quarter of the total Members of the Association, or of receipt of a direction by the Executive Committee. The Minutes Secretary shall give Members at least twenty one (21) day's Notice of the meeting, and indicate in that Notice the purpose or purposes for which it is called. An EGM shall have the same powers as an AGM, including powers of Amendment and Dissolution exercised under Section 4 (b)

(d) Voting at meetings

1. Only fully paid up Members may vote at an AGM or EGM.
2. The Chair shall have the casting vote at AGMs or EGMs.
3. Any vote to carry an Amendment or Dissolution shall be made by at least two thirds of the Members attending the meeting who are entitled to vote.
4. Except as in Article 4(d)3 above a vote shall be carried by a simple majority of those Members attending and entitled to vote.
5. The public (defined as those who are not members of the Association) are entitled to attend AGMs and EGMs and ask questions from the floor, but are not entitled to vote.

5. Elections to the Executive Committee

- (a) The election of the Officers and Elected Members of the Executive Committee shall take place at AGMs of the Association, or at EGMs called for that purpose. Any newly-elected Executive Committee Officers or Elected Members shall take office upon the termination of that meeting.
- (b) Candidates for such election shall be Members of the Association who are nominated by two other Members of the Association. The Minutes Secretary shall call for nominations of candidates at least twenty one (21) days prior to the AGM. Nominations may be made thereafter either by subsequent Notice to the Minutes Secretary, or at the AGM. Election shall be by a simple majority of Members at the AGM.

6. Executive Committee

- (a) The Association shall have an Executive Committee comprising:
1. The Officers of the Association: a Chair, a Membership Secretary, a Minutes Secretary and a Treasurer;
 2. A maximum of six (6) additional Elected Members.
 3. A maximum of five (5) Co-opted Members appointed by a majority of the Officers and Elected Members of the Executive Committee.
 4. The maximum size of the Executive Committee shall be fifteen (15).
- (b) Terms of office and election:
1. The Officers and Elected Members of the Association shall be elected at the AGM for a one year term and may be re-elected.
 2. Co-opted Members shall serve for a one-year term, which may be renewed for the following year by the Executive Committee.
 3. Vacancies on the Executive Committee, including both Officers of the Association and Elected Members, may be filled by a majority Vote of a meeting of the Executive Committee until the next General Meeting.
 4. Any Executive Committee member may be removed without cause by a 50% vote of the other members of the Executive Committee at an Executive Committee meeting.
 5. The Executive Committee may elect from among its members a Deputy-Chair or a Co-Chair whose duties will be determined with the agreement of the Chair.

7. Management of the Association

- (a) Subject to a vote of the membership at an AGM or an EGM, the management and control of the Association shall be vested in the Executive Committee which shall meet as required to organise the Association.

(b) The Chair's functions shall include setting the procedure for meetings of the Executive Committee.

(c) The Membership Secretary's functions shall include sending notices to Members, signing up new Members, and liaising with the Treasurer on financial matters.

(d) The Minutes Secretary's functions shall include sending Notices to Members and recording the proceedings of AGMs, EGMs and meetings of the Executive Committee.

(e) The Treasurer's functions shall include keeping records and accounts of the subscriptions and expenditure of the Association.

(f) Meetings shall be called by the Chair. The quorum for Executive Committee meetings shall be at least six members of the Executive Committee. All members of the Executive Committee shall have equal voting rights in Executive Committee business. The Chair shall have both a deliberative and a casting vote. Where permitted by the Chair, members of the Executive Committee unable to attend the meeting may vote by a proxy appointed in writing and attending the meeting.

(g) Meetings of the Executive Committee shall be open to the public, except for items held in committee, and Members of the Association shall be notified of the time and place and agendas of meetings at least seven (7) days before the meeting.

8. Powers of the Executive Committee

The Executive Committee's powers shall include, but not be limited to:

(a) Filling any vacancy on the Executive Committee from existing Members until the next AGM;

(b) Appointing such sub-committees as they believe necessary as in Article 9 below;

(c) Retaining and holding as property of the Association all sums of money coming into the Association and to bank the funds of the Association. All cheques drawn by the Association shall be signed by the Chair and the Treasurer, or by such other officers of the Association as may be authorised by the Executive Committee, ensuring that all cheques are signed by two Officers;

(d) Investing sums of money in any prudent manner which the Executive Committee thinks will benefit the Association; and

(e) Permitting, unless a contrary direction is given, all officers to recoup out of pocket expenses authorised by the Executive Committee.

9. Sub-Committees

The Executive Committee shall be empowered to create sub-committees and appoint chairs of sub-committees in furtherance of the Association's objectives. Any sub-committee so appointed shall be accountable to the Executive Committee whose members shall, subject to a vote of the whole membership of the Association where required, be responsible for making final decisions. Such sub-committees shall submit an annual report to the Executive Committee for presentation at the AGM. Chairs of the subcommittees may be appointed to the Executive Committee as Co-opted Members.

10. Annual Subscriptions

The Executive Committee on the advice of the Treasurer shall consider and advise the Members on the appropriate Annual Subscription and the methods and timing of its collection. Discounted subscriptions may be provided for. The Members shall determine Annual Subscription rates at the AGM.

11. Dissolution of the Association

Should the Association be formally dissolved or cease to function through de minimis numbers of Members, as far as possible all proper debts and liabilities shall be paid by the Treasurer. Any remaining assets shall be donated to a charitable organisation agreed upon by any residual members of the Executive Committee, in which such members have no challengeable interest.

12. Liability

Any member of the Executive Committee shall not be liable to the Members for any actions carried out in the course of his or her duties, provided that in exercising his or her powers or performing any duties, such member has acted honestly, in good faith and without fraud in accordance with what such member believed to be the best interests of the Association, and provided such member had no reasonable cause to believe that their conduct was unlawful. Subject to the limitations above, the Association shall indemnify any member of the Executive Committee against any expenses reasonably incurred in connection with those activities agreed and duly approved by the Executive Committee, or the Members in the AGM, in the course of their duties as a member of the Executive Committee.

13. Entire understanding

This Agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between them. Each party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other term not forming part of this Agreement.

14. Miscellaneous matters

If any term in this Agreement is at any time held by any jurisdiction to be void, invalid or enforceable, it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as independent and severable from each other paragraph and therefore separately enforceable.

15. Dispute resolution

In the event of a dispute arising out of or in connection with this Agreement, the parties undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

16. Jurisdiction

This Agreement shall be interpreted according to the laws of England and the parties agree to submit to the exclusive jurisdiction of the English courts.