

## **Constitution of the Friends of Train Wood and Marriott's Way**

### **1. Name**

The name of the group will be the 'Friends of Train Wood and Marriott's Way', hereafter known within this constitution as 'the group'. For publicity purposes the group shall also be known as 'Friends of Train Wood.'

### **2. Site**

Train Wood is off Barn Road, located close to the north of Norwich city centre. It was the site of Norwich City Station, the terminus of the Midland and Great Northern Joint Railway. The railway closed to all traffic in 1969 but the track bed was later reopened as a footpath and bridleway known as Marriott's Way. The route of the start of the path is surfaced and runs approximately along the western boundary. To the east, the site is bounded by the River Wensum. The site occupies a largely flat and level site, extending to approximately 4.87 hectares (12.05 acres). Marriott's Way starts in Train Wood and is a 26-mile footpath, bridleway and cycle route, which follows the routes of two disused railway lines and runs between Aylsham and Norwich.

### **3. Aims**

To bring local users and any other interested parties together to manage and improve Train Wood and associated trail so that it is in excellent condition and freely accessible to all ages and abilities, for the enjoyment and conservation of all its assets including: industrial and urban heritage including the railway; riverbank including angling and non-powered navigation; footpaths; cycle path and bridleway including the start of Marriott's Way and part of Sustrans National Cycle Route no 1; woodland and rich biodiversity.

To make this rare urban wood a living 'people's wood', kept in public ownership and management, so as to safeguard its long term future.

To work with expert groups and funding bodies to secure monies for the long term improvement and management of the trails and the wood.

To work to ensure that Marriott's Way is promoted, improved and used along its length but especially at its beginning in urban Norwich, with management led by local people and user groups.

### **4. Powers**

In furtherance of the aims but not otherwise the Management Committee may exercise the following powers:

- (a) Power to raise funds, to invite and receive contributions provided that in raising funds the Management Committee shall not undertake any substantial permanent trading activities and shall conform to any relevant requirements of the law.
- (b) Power to buy, take on a lease of property necessary for the achievement of the aims and maintain and equip it for use.
- (c) Power subject to any consents required by law to sell, lease or dispose of all or any part of the property of the group, except that the parcel of land known as Train Wood shall only be disposed of to a community interest group, charity or company limited by guarantee which covenants with the group to hold the land for public

benefit and not to dispose of the land at any future time other than to a community interest group, charity or company limited by guarantee and to require the body to whom the land is sold, transferred or leased to enter into, as a pre-condition of that sale transfer or lease, a similar covenant.

- (d) Power, subject to any consents required by law to borrow money and to charge all or any part of the property of the group subject to any chargee entering into a similar covenant as in (c) above.
- (e) Power to employ staff (who shall not be members of the Management Committee) as are necessary for the proper pursuit of the aims to make all reasonable and necessary provision for the payment of pensions and superannuation for staff and their dependants.
- (f) Power to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the aims or similar charitable purposes and to exchange information and advice with them.
- (g) Power to appoint and constitute such advisory committees as the Management Committee may think fit.
- (h) Power to do all such other lawful things as are necessary for the achievement of the group's aims.

## **5. Membership**

Membership of the group shall be open upon payment, and acceptance by the management committee, of the relevant subscription to all persons who either live in the nearby geographical area and/or support the aims of the group.

## **6. Subscription**

There shall be a recommended annual subscription of £5, payable by July 1<sup>st</sup> each year. Concessions can be made at the discretion of the management committee.

## **7. Management**

A General Committee shall manage the affairs of the group. The General Committee shall consist of not more than 12 and not less than 3 members over the age of 18 years. Initially this will be a steering committee for the 3 months from June until the first AGM to be held in August 2013.

At the first annual general meeting all Committee Members shall retire from office and shall be eligible for re-election. At every subsequent annual general meeting one third of the Committee Members shall retire by rotation, or if their number is not four or a multiple of four the number nearest to one third shall retire from office; but if there is only one Committee Member who is subject to retirement by rotation, s/he shall retire from office. The Committee Members to retire by rotation shall be those who have been longest in office since their last appointment or reappointment, but as between persons who became or were last reappointed members on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot.

## **8. Procedure of the Committee**

- a) The Committee shall meet not less than 3 times per year.
- b) The Committee shall appoint the following as Officers of the Committee, A Chairperson, Treasurer and Secretary and such other honorary officers as the Committee shall from time to time decide. Officers shall be appointed on an annual basis but shall be eligible for re-election.

- d) The quorum for meetings shall be not less than 3 voting members of the Committee.
- e) All members of the Committee, apart from ex-officio appointees, shall have the right to vote; in the event of a tied decision the Chairperson shall have a casting vote.
- f) The minutes of Committee meetings shall be kept by the Secretary and shall be presented at the next meeting of the Committee and thereafter be available for inspection by members upon request, in writing, to the Secretary.

## **9. Finance**

- a) The Committee shall appoint three signatories to the bank account and operate a system for payment by cheque whereby two of the three signatories must sign a cheque for payment of which one must be the Treasurer. Save for their membership of the Group, Signatories must not be related parties within the meaning of the Companies Act.
- b) Items of expenditure in excess of £100 shall need the approval of the Committee before payment can be made.
- c) The treasurer will be responsible for keeping a full record of income and expenditure in accordance with the procedure set out by the Committee, presenting the accounts and any supporting documents to the Committee when requested, presenting a statement of the accounts to each Committee meeting, presenting the accounts of each year for an independent inspection or audit in preparation for the Annual General Meeting.
- d) Monies raised by the group can only be used in furtherance of the aims of the group as detailed within Clause 3.
- e) Monies raised by the group will be placed within an account held in the name of 'The Friends of Train Wood' with a UK clearing bank or a Building Society.
- f) No member of the General Committee shall acquire any personal interest in any property belonging to the group, no member of the General Committee shall have any personal interest in any contract entered into by the group, no member of the General Committee shall receive any personal remuneration other than those out-of-pocket expenses as agreed by the group (for example travel expenses, telephone use, stationery, childcare etc).

## **10. Annual General Meeting**

- a) The Committee shall arrange for an Annual General Meeting to be held at the end of each financial year. The business of the AGM shall include the presentation of an Annual Report, minutes of the last Annual General Meeting, presentation of the Annual Accounts, election of Committee members and the appointment of an independent inspector / auditor of accounts. Alterations to the group's constitution may also be made if notice of such an alteration is given in writing at least 14 days prior to the date of the meeting to all members entitled to attend and vote. Any such change shall only be effective if a motion approving the changes is approved by 75% of currently paid up members.
- b) Notice of the date of the meeting shall be given at least 14 days prior to the date of the meeting, in writing, to all members entitled to attend and vote. Notices shall be displayed on the site and around the surrounding area.
- c) The persons entitled to attend and vote at the AGM shall be those listed within 'Clause 5 – Membership' whose subscription for the year in question has been paid by the due date.

**11. Dissolution**

The group may be dissolved at any time by a resolution passed by a majority of at least 75% of the members present and eligible to vote at an Extraordinary General Meeting. A minimum of 21 days' notice of such a meeting must be given in writing to all members entitled to attend and vote, following the procedure set out in Clause 10b. In the event of dissolution the Officers of the General Committee shall act on behalf of the group to distribute any surplus assets held by the group to other similar community interest group, company limited by guarantee or charitable organisations. Subject to any organisation accepting a transfer of the land comprising Train Wood entering into a covenant as set out in clause 4c under heading; Annual General Meeting.

This constitution was adopted by the undersigned, being the founding members of the group, at the meeting held on 18 June 2013 in the Bignold Room, Norman Centre, Norwich.

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**Signed ..... Alan Cabbage, Chair**

**Signed ..... Wyn Hurst, Secretary**

**Signed ..... Adrian Holmes, Treasurer**