

# **Chorleywood Community Orchard Constitution**

Constitution adopted at a meeting of members held on 18<sup>th</sup> May 2010

## **1. Name**

1.1 The Name of the Group is Chorleywood Community Orchard (“CCO”).

## **2. Aims & Objectives**

The Objects of Chorleywood Community Orchard are to advance any purpose which is recognised as being exclusively charitable under English law, and in particular to:-

- 2.a advance community development by furthering or benefiting the residents of Chorleywood and the neighbourhood, together with visitors to the Chorleywood House Estate, by associating together the said residents and the local authorities, voluntary and other organisations in a common effort to advance education and to provide an amenity in the interests of social welfare for recreation and leisure with the objective of improving the conditions of life for the residents and visitors and
- 2.b advance the education of the public and local school children in the subject of horticulture and local horticultural history and
- 2.c advance health by the promotion of the benefits of eating fruit for the benefit of the inhabitants of Chorleywood and the neighbourhood, together with visitors to the Chorleywood House Estate, by the provision of opportunities for sampling a variety of fruits and fruit juices.

To further its objects CCO will endeavour:

- 2.1 To create, develop and maintain a Community Orchard in the grounds of Chorleywood House, for the benefit of the visiting public in general and for local people in particular through education, conservation, recreation and pleasure and for the protection of local wildlife.
- 2.2 To encourage community involvement in the development and management of the Community Orchard.
- 2.3 To create and maintain a Community Orchard that reflects local distinctiveness, thereby enhancing the natural environment for the public benefit.
- 2.4 To grow and conserve a mix of local and interesting varieties of top fruit, in particular to conserve for the benefit of future generations of the public those varieties not widely planted or whose future may be at risk.
- 2.5 To optimise the potential for wildlife.

- 2.6 To create and execute a management plan for the Orchard and annual work programmes, in consultation with wildlife consultants/orchard experts and in collaboration with the Friends of Chorleywood House Estate, where appropriate.
- 2.7 To endeavour to maintain sure, safe and easy access to the Community Orchard at all reasonable times.
- 2.8 To offer a place for recreation and quiet contemplation, where horticulture and wildlife management can be passed on/learnt and practised.
- 2.9 To grow a harvest of fruit that can be shared - as decided by the Executive Committee - leaving some for wildlife.
- 2.10 To raise awareness of the activities and ethos of the Community Orchard.
- 2.11 To offer a host of activities from practical management and education and the promotion of the health benefits of eating fruit to celebration and appreciation of the harvest.
- 2.12 To encourage the creation of more community orchards and green spaces in the locality and to liaise with other community orchard groups.
- 2.13 To engage in such measures as from time to time seem appropriate to achieve these objects.
- 2.14 In furtherance of these aims, the Group intends that the Community Orchard should be accessible to whosoever expresses an interest in its aims and that no unreasonable restrictions be placed upon such access.

### **3. Powers**

- 3.1 CCO may undertake activities required to achieve its aims, including holding meetings, fundraising, setting up and managing bank accounts, producing leaflets and newsletters, holding events, consulting and raising membership subscriptions.
- 3.2 The Executive Committee shall decide further powers as necessary.
- 3.3 A Company Limited by Guarantee or a Community Interest Company may be formed in order that the Group may own land and property through lease or freehold in furtherance of its objectives.

### **4. Membership**

- 4.1 Membership of the Group is open to all local residents and others who are also supportive of the aims of the Group.
- 4.2 The Executive Committee shall have the right for good and sufficient reason to terminate the membership of any individual who, by actions, words or otherwise, undermines, or seeks to undermine, the objects of the Group.

- 4.3 Any person shall receive membership of the Group upon being accepted by, and giving their name and address to, any member of the committee.
- 4.4 Membership fees may from time to time be levied.

## **5. The Executive Committee and Officers**

The Executive Committee shall consist of:

- 5.1.1 Officers – Chair, Vice-Chair, Secretary and Treasurer.
- 5.1.2 Up to six other members of CCO who shall fill other roles as required.
- 5.2 The Committee shall have the power to fill vacancies/co-opt additional members as required.
- 5.3 The Executive Committee is elected at the Annual General Meeting.
- 5.4 The Chair and the Officers of the Executive Committee are elected by the Executive Committee at its first meeting after the AGM.
- 5.5 Three Members of the Executive Committee must be present at any meeting for it to be quorate, of whom at least two must be Officers.
- 5.6 The Committee shall decide when and where it will meet, with a minimum of three meetings per year, with adequate notice given to all committee members, and a record of meetings and decisions shall be kept.
- 5.7 The normal term of office shall be two years. Those members who have completed a two-year term may offer themselves for re-election.
- 5.8 Voting. All questions arising at any meeting, with the exception of those affecting alterations to the Constitution shall be decided by a majority of members present and voting at such a meeting.
- 5.9 No member shall exercise more than one vote except that in the case of an equality of votes the Chair shall have a second or casting vote.
- 5.10 The Officers and other members of the committee shall be the Trustees of CCO and in this constitution are together called “the Trustees”.

## **6. Annual General Meeting**

- 6.1 An Annual General Meeting shall be held each year and no more than 15 months may elapse between AGMs.
- 6.2 21 days’ notice shall be given to all members and Trustees; this notice may be given by email, by notice in appropriate local newspaper, and by poster in appropriate locations. Postal notification to each individual member is not required.

- 6.3 Other general meetings may be called as required either by decision of the Executive Committee or if requested by 15 individual members.
- 6.4 At the AGM the following business will be conducted:
  - 6.4.1 Report from the Executive Committee on the work and achievements of the Group;
  - 6.4.2 Election of the Executive Committee;
  - 6.4.3 Report on the finances of the Group, and receipt and approval of the accounts for the year;
  - 6.4.4 Appointment of Auditors or external validator.
- 6.5.1 No business shall be transacted at any general meeting unless a quorum is present.
- 6.5.2 A quorum is 6 members entitled to vote upon the business to be conducted at the meeting.
- 6.6 Each member shall have one vote but if there is an equality of votes the person who is chairing the meeting shall have a casting vote in addition to any other vote he or she may have.

## **7. Finance**

- 7.1 The Treasurer will keep proper accounts of all monies, and will report to the Executive Committee at each meeting and to the AGM.
  - 7.2.1 All bank accounts opened on behalf of the Group will be in the name of CCO and will require two signatures for any transaction.
  - 7.2.2 At least three approved signatories will be arranged from members of the Executive Committee, of whom at least two shall be Officers.
- 7.3 The annual statement of accounts will be externally approved by an accountant prior to submission to the AGM. At such time as a Company Limited by Guarantee or a Community Interest Company be formed and the Group is responsible for land or property through lease or freehold, the accounts shall be formally audited.
- 7.4 The financial year runs from April 1<sup>st</sup> to March 31<sup>st</sup>.
- 7.5 All monies received by on behalf of the Group shall be applied in furtherance of the Aims and Objectives of the Group and for no other purpose.

## **8. Alterations to the Constitution**

- 8.1 CCO may amend any provision of this Constitution provided that:
  - (a) no amendment may be made that would have the effect of making CCO cease to be a Charity at law;

- (b) no amendment may be made to alter the Objects if the change would not be within the reasonable contemplation of the members of or donors to CCO;
- (c) no amendment may be made to clause 7.5 without the prior written consent of HMRC;
- (d) any resolution to amend a provision of this constitution is passed by not less than two thirds of the members present and voting at a general meeting and that a copy of the proposed alteration has been made available to all members via post, internet or a central collection point, and that 21 days' notice has been given.

8.2 A copy of any resolution amending this constitution shall be sent to HMRC within twenty one days of it being passed.

## **9. Dissolution**

9.1 The Group may at any time be dissolved by a resolution passed by a two thirds majority at any General Meeting, provided that such a motion has been approved by the appropriate authorities and that the motion has been made available to all members via internet or a central collection point, and that 21 days' notice has been given.

9.2.1 If the members resolve to dissolve CCO the Trustees will remain in office as CCO Trustees and be responsible for winding up the affairs of CCO in accordance with this clause.

9.2.2 The Trustees must collect in all the assets of CCO and must pay or make provision for all the liabilities of CCO.

9.2.3 The Trustees must apply any remaining property or money:

- (a) directly for the Objects;
- (b) by transfer to any Charity or charities for purposes the same as or similar to CCO;
- (c) in such other manner as Her Majesty's Revenue & Customs (HMRC) may approve in writing in advance.

9.2.4 The members may pass a resolution before or at the same time as the resolution to dissolve CCO specifying the manner in which the Trustees are to apply the remaining property or assets of CCO and the Trustees must comply with the resolution if it is consistent with paragraphs (a)–(c) inclusive in sub-clause 9.2.3 above.

9.2.5 In no circumstances shall the net assets of CCO be paid to or distributed among the members of CCO (except to a member that is itself a Charity).

9.2.6 The Trustees must notify HMRC promptly that CCO has been dissolved. If the Trustees are obliged to send CCO's accounts to HMRC for the accounting period which ended before its dissolution, they must send HMRC CCO's final accounts.

**Chorleywood Community Orchard 18 May 2010**