

Constitution

1. Name

The name of the group shall be known as Friends of Huntfold. Its legal entity will be the Friends of Huntfold Limited – a company limited by guarantee.

2. Aim

To keep the green spaces (figure 1) of the Huntfold Farm Estate as they are for as long into the future as possible.

3. Uses of the Green Spaces

The green spaces will retain their designation of recreational use to fulfill the aim of the Friends of Huntfold.

Existing signs eg. No Ball Games, will be retained as a means of limiting any damage to property.

It should be noted that under the terms and conditions of the lease agreement no planting of trees, bushes, shrubs, raised beds or similar horticultural activities are permitted by any person/persons without the express permission of the Friends of Huntfold approved by the majority at its AGM. Existing plants will be attended to through the maintenance contract of the day.

Friends of Huntfold do NOT have liability or responsibility for the maintenance of trees, street furniture, dog bins which remain the liability and responsibility of Bury Council.

Furthermore, it should be noted that in addition to planting of new plants or removal of existing plants, the greens will not be used for parking, temporary or long-term structures or buildings or be fenced.

4. Objectives

The main objectives of the group are to:

- a) To represent the views of the residents of and near to the Huntfold Farm Estate in matters concerning the green spaces.
- b) To enter into and on reaching agreement, fulfill the requirements of a long-term lease of the green spaces shown in figure 1.
- c) To work jointly with the relevant departments of Bury Council in fulfilling our aim notwithstanding their statutory duties.
- d) To request an annual contribution from each household to meet the annual costs of the Friends of Huntfold.
- e) To secure maintenance services of 'best value' in support of our aim.

- f) To minimize the financial burden to residents through fund-raising activities.
- g) To maintain Public Liability Insurance for the activities of the Friends of Huntfold.

5. Powers

In furtherance of the aims, but not otherwise, this association and its committee may carry out the following powers:

- a) Organise meetings, training courses and events.
- b) Raise funds and receive contributions where appropriate, to finance work.
- c) Publicise the Friends of Huntfold activities through the media.
- d) Buy, hire, or legitimately borrow any equipment, tools, services, or other property as circumstances require.

6. Constituency

- a) The Friends of Huntfold is not a 'membership' organization. 'Friends' are all residents that support the aim of the Group in keeping our green spaces as they are for as long as possible. In particular, the residents of Greenpark Close, Greenheys Crescent, Fellside Close, Heaplands, Brookside Crescent, Kimble Close, Hayfield Close and Larkfield Close are considered to be 'friends' and therefore expected to contribute an annual sum to cover the maintenance and associated costs agreed by the management committee.
- b) 'Friends' can also be any person or household that is interested in helping the group to achieve its aims, willing to abide by the rules of the group, and wishing to contribute to its running costs.
- c) Every household has one vote at general meetings.
- d) The management committee may, by majority vote and for good reason, such as any offensive behavior or acts in a manner that is contrary to the aims, objectives and conditions of this constitution, reject any individual or household, provided that the party concerned has had the right to be heard by the management committee, accompanied by a 'Friend', before the decision has been made.

7. Office Bearers

- a) The Friends of Huntfold shall be administered by a Management Committee of not less than three people elected at the group's Annual General Meeting.
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The officers of the Management Committee shall consist of:

- The Chairperson
- The Treasurer
- The Secretary
- And any other posts deemed necessary.

b) The election of office bearers shall be for a specified period and shall take place at the AGM. The term of Office will be for one year. Officers can be re-elected.

c) Elections will be by nominations and a majority vote at the AGM. The Secretary will give notice of an election in writing, at least 14 days before the date of the meeting. Nominations may be submitted before or at the AGM. Nominees are required to attend the AGM.

d) The Committee may from time to time appoint sub committees for any special purpose.

e) Should an elected office bearer resign, or cease to be able to attend meetings for a period in excess of three calendar months, the vacancy may be filled at the next Committee meeting.

f) Relevant potential conflict of interests of members applying for a position should be made known before the election.

8. Finance

a) The Treasurer shall open and maintain a bank account in the name of the group.

b) There shall be three signatories to the account with a requirement for two signatories to sign withdrawals from the account.

c) The Treasurer shall keep proper and accurate accounts of the group's finances and shall produce an Independently Examined Statement of accounts for the AGM.

d) All monies raised on behalf of Friends of Huntfold Limited will only be used to further the aims of the group as specified in item 2 of this section of the constitution.

e) In the event of a surplus of funds in any year, the surplus will be rolled forward to assist in keeping the annual subscriptions to a 'best value' level.

f) Annual Subscription Rates will be determined by the Treasurer and put to the AGM for final approval.

g) A non-refundable annual contribution will be asked of each household.

h) A contingency fund will be maintained for exceptional expenditure items of 25% of the annual maintenance costs.

9. Representation

a) As a matter of policy, representatives from the following organisations may be invited by the Management Committee to any meetings of the Friends of Huntfold:

i) Bury Council

ii) News Media

b) Representatives from other organisations may be invited to the Committee meetings, following the agreement of the Officers.

c) The invited representatives may participate in the business of the meeting at the discretion of the Chairperson, but will not have the right to vote.

10. Committee Meetings

a) The committee shall meet at least two times each year.

b) The quorum for a meeting shall be three.

c) The committee shall be accountable to the Friends at all times.

d) All committee members shall be given at least five days notice.

e) Friends will receive an Update of each meeting which will be published by the Secretary.

11. Annual General Meeting

a) The Friends of Huntfold shall hold an Annual General Meeting (AGM).

b) The business of the AGM shall include:

- Receiving a report of the group's activities over the year.
- Receiving a report of the last financial year's accounts from the Treasurer.
- Receiving an update on subscription rate for the year ahead.
- Electing a new Management Committee and considering any other matters that may arise.

12. Administration of All Meetings

a) The Secretary shall give notice of meetings by circular to all members giving at least 14 days notice.

- b) Key points and decisions taken will be recorded at all meetings.
- c) Copies of updates and the agenda for forthcoming meetings shall be published by the Secretary.
- d) Business, to be included on the agenda of the meeting, must be notified to the Secretary at least 10 days before the meeting. Late business may be introduced at the discretion of the Chairperson.

13. Interruption or Cessation of the Friends of Huntfold

- a) Should the Friends of Huntfold encounter difficulties that threaten the ongoing operational capability of the group, the following steps may be used:
 1. The Management Committee will inform the Friends of Huntfold and Bury Council of the nature of the difficulty and call an Exceptional General Meeting (EGM).
 2. Where a shortfall of funding is apparent, steps such as fundraising will be used which include asking Friends for a one-off contribution and/or raising moneys from other parties.
 3. Where a shortfall of funding is not remedied by (2) alternative models of maintenance will be examined to see if a less expensive model exists eg. leaving cuttings, reducing the frequency of cuts.
 4. Where maintenance is stopped or interrupted for any reason (other than bad weather), the Management Committee will use steps such as cancel the maintenance contract in use at that time and enter a new contract, or seek to work collaboratively with Bury Council to identify a short-term remedy.
 - b) If, despite the above steps, it is no longer viable to meet the costs of the group and the maintenance of the green spaces, the Friends of Huntfold will inform Bury Council.
 - c) The cessation of the Friends of Huntfold ie. Friends of Huntfold Limited is wound up, can only be approved by the majority of the Friends of Huntfold at the AGM or EGM.
 - d) Should it be necessary to amend the lease, the proposer of amendments will meet the costs associated with its agreed modification.
 - e) In accordance with leasing requirements, the Friends of Huntfold will commence 'renewal' discussions with Bury Council after 95 years of the 99 year lease.
 - f) If Friends of Huntfold Limited is wound up, any remaining assets will be donated to Bury Hospice or similar charity of the day.
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14. Equal opportunities

- a) Friends of Huntfold Limited will meet the statutory obligations of the Equal Opportunities Act of the day.
- b) An Equal Opportunities Policy Document is held by the management committee for viewing and reference on request.

15. Complaints

We always aim to provide a high standard in the duties and services required in meeting the aims and objectives of the Friends of Huntfold, as specified.

Of fundamental importance is that Friends believe that the Friends of Huntfold is carrying out its duties satisfactorily.

If a Friend is unhappy with any issue and wishes to complain they can do by using the process described below.

However, rather than submit a complaint we encourage Friends to make a suggestion and submit it to the AGM.

Complaints will be dealt with quickly, effectively and in a fair and honest manner. Be assured that all complaints will be taken seriously and treated in confidence.

Who can complain? - Any Friend of the Friends of Huntfold and can complain either: in person to a Committee Official, by telephone, by letter or by email. All complaints whether made orally or in writing will be recorded.

The management committee will have the responsibility to deal with all complaints as follows:

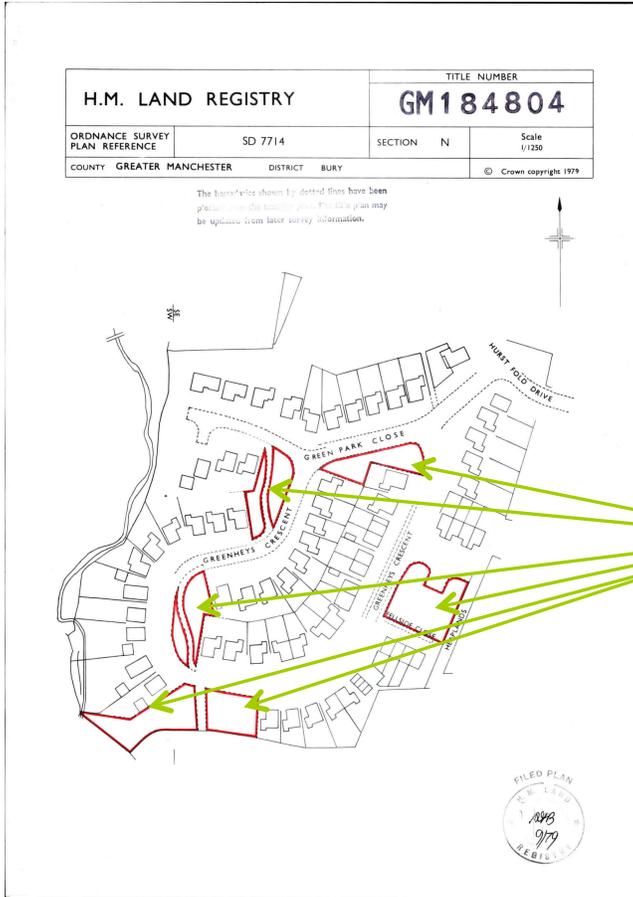
Stage 1: Responding to a Complaint

- a) Any complaint will be investigated and decided upon by a Management Committee Official (Secretary or Treasurer).
- b) The Management Committee Official may invite external advice in addressing the complaint.
- c) The Management Committee Official will decide the outcome of the complaint and should it be upheld, to agree with the Complainant a suitable outcome.

Stage 2: Appealing Against the Stage 1 Decision

- d) The Complainant may appeal to the decision of Stage 1 by writing to the Chairperson stating their reasons.
 - e) The Chairperson should be kept ignorant of Stage 1 proceedings so as to offer an objective review of the matter.
 - f) The Chairperson's decision is final and will be communicated to the Complainant.
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Figure 1



Green spaces

This is a print of the view of the title plan obtained from Land Registry showing the state of the title plan on 02 March 2017 at 13:10:42. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

This title is dealt with by Land Registry, Fylde Office.

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