

## Care4Cary Group Rules

Adopted on 20 April 2009

### 1 Name

The name of this group is "Care4Cary" (also called the Group in this document).

### 2 Introduction and Aims

2.1 The Group developed out of widespread local concerns about the nature of some developments that have been proposed for the Castle Cary area. These concerns were crystallised by proposals, put together by the Bronzeoak Group, to build a large power station just outside the town.

2.2 The Aims of the Group are to help protect the environment of the Castle Cary area from damaging development.

In deciding how to pursue these Aims the Group recognises:

- the area has a special character as a working rural community and working market town and this character has a commercial value as well as being a source of local pride and enjoyment;
- some development is needed to allow the community to thrive and not all development is damaging to the special character of the area;
- the area has previously suffered from developments proposed for reasons other than local benefit and further developments of this nature are more likely to be damaging to the interests of the area; and
- the need to take into account a broad range of local views.

2.3 The Group's purpose is to further its Aims by taking all action the Group considers necessary to do so including (but not limited to):

- Investigating proposed developments and consulting locally;
- Communicating the views of the Group and publicising issues;
- Making representations in private or at public enquiries or meetings;
- Supporting parish and town councils in investigating and considering proposed developments;
- Actively considering, proposing and helping to implement options for development which are, taken as a whole, better for the area;
- Monitoring implementation of developments and compliance with planning, environmental and other requirements;
- Raising funds; and
- Taking legal or other enforcement action.

2.4 Members must not work against or deliberately undermine the Aims of the Group. Members must not (a) be a person who has any direct or indirect financial interest in any entity promoting or facilitating proposals for a power station at Dimmer, Castle Cary; or (b) be a close relative of any such person.

### 3 Adoption of Rules

The Group and its property shall be managed in accordance with the rules set out in this document (the Rules) which have been adopted by the founding Members of the Group. The Members may change these Rules from time to time as provided for below. The Secretary will up-date this document to reflect those changes. Up-to-date copies of these Rules will be available on the Group's website at [www.care4cary.co.uk](http://www.care4cary.co.uk) and from the Secretary of the Group.

### 4 No political affiliations

The Group shall have no political affiliations.

### 5 Members and membership fee

5.1 The Group may decide whether a membership fee is payable. No membership fee is currently payable on joining or annually though voluntary donations are welcomed.

5.2 The Members of the Group are those eligible persons:

- (a) who have agreed in writing to become Members and to be bound by these Rules (as amended and supplemented);
- (b) who have paid the membership fee payable by new Members (if any); and
- (c) whose membership has not ended by resignation or otherwise under these Rules.

The Secretary will keep a full list of Members. Any Member may inspect that list.

5.3 Membership of the Group is open to any person aged 18 or over interested in furthering the Aims of the Group who is not (a) a person who has any direct or indirect financial interest in any entity promoting or facilitating proposals for a power station at Dimmer, Castle Cary; or (b) a close relative of any such person. The Coordinating Committee may refuse membership to any applicant if, acting reasonably, they consider it to be in the best interests of the Group to refuse the application.

5.4 Membership ends automatically if a Member dies. It also ends if a Member resigns or is removed from membership by a resolution of Coordinating Committee that it is in the best interests of the Group to end his or her membership. The membership fee (if any) paid is not refundable.

## **6 Coordinating Committee**

6.1 The first Coordinating Committee of the Group consists of:

Chairman: Helen Cleaveland

Deputy Chairman: Will Vaughan

Deputy Treasurer: Chris Knight

Secretary: Pek Peppin

Scientific co-ordinator: David Boyer

Fund-raising team: Andrew Lane, Faith Hancock and Mark Main

Ben Lunken

Ken Knight

Alex Simon

The first Treasurer of the Group is Charles Simon, who will not be on the Coordinating Committee.

6.2 The Coordinating Committee or the Group by majority decision at a General Meeting may also co-opt other Members onto the Coordinating Committee so long as the Coordinating Committee does not exceed 15 Members.

6.3 The Coordinating Committee shall decide which of its members shall be the Chairman or hold any other specific office they decide is necessary. The Coordinating Committee may also appoint any Member who is not on the Coordinating Committee to hold any office. The Coordinating Committee may remove any person from any office of the Group.

6.4 The Secretary will keep a register of the Coordinating Committee and officers which Members may inspect.

6.5 All members of the Coordinating Committee who wish to continue in the role must stand for re-election at each Annual General Meeting.

6.6 A Member ceases to be a member of the Coordinating Committee:

- (a) On resignation from the Coordinating Committee or if he or she is no longer a Member; or
- (b) If a majority of the other members of the Coordinating Committee decide at a meeting to remove that Member from the Coordinating Committee; or

- (c) If a majority of the Members decide at a meeting to remove that Member from the Coordinating Committee or do not re-elect him or her at the next Annual General Meeting.

6.7 Members wishing to:

- (a) propose another Member for election or re-election to the Coordinating Committee in general meeting; or
- (b) put a vote to a general meeting to remove another Member from the Coordinating Committee must do so by written notice to the Secretary signed by at least 15 Members and delivered at least 14 days before the relevant general meeting.

## **7 Amendment of the constitution**

7.1 The name of the Group and these Rules may be amended, repealed and supplemented on a decision of 75% or more of the Members attending a General Meeting save as set out in the next sub-paragraph.

7.2 No alteration of these Rules shall have retrospective effect to invalidate any prior act of any member of the Coordinating Committee, or any person acting under the delegated authority of the Coordinating Committee, if that act was valid when done.

## **8 Powers**

8.1 The Coordinating Committee shall manage the affairs of the Group. It has the following powers to further the Aims (but not for any other purpose and subject to the limits set out in this Rule):

- (a) to raise funds, but not by borrowing;
- (b) to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- (c) to sell, lease or otherwise dispose of all or any part of the property of the Group;
- (d) to hire legal counsel or other experts to advise or represent the Group;
- (e) to co-operate with other relevant organisations and statutory authorities and to exchange information and advice with them;
- (f) to set up or support any organisations formed to further any of the Aims;
- (g) to acquire, merge with or enter any partnership or joint venture arrangement with any other organisation formed to further any of the Aims;
- (h) to set aside income as a reserve against future outlay but only in accordance with a written policy about reserves;
- (i) to obtain and pay for goods and services provided for in an agreed budget and approved by the Coordinating Committee;
- (j) to open and operate such bank and other accounts as the Coordinating Committee considers necessary and to invest funds and to delegate the management of funds (subject to the limits set out below);
- (k) to effect insurance cover for the Group;
- (l) to do all such other lawful things as are necessary or desirable to help achieve the Aims; and
- (m) to enforce these Rules on behalf of the Group and any of its Members.

8.2 The Coordinating Committee, the Group and individual Members do not have the power to incur liabilities on behalf of other Members except to the extent any Member specifically agrees in writing.

8.3 The powers of the Coordinating Committee in relation to bank accounts and any other account in which the Group's funds are held is limited as follows:

- (a) Any account used to hold the funds of the Group shall be in the name of the Group; and

- (b) All cheques or other payments from the Group's accounts (excluding petty cash payments not exceeding £100) must be signed for by (i) either the Treasurer or Deputy Treasurer; and (ii) either the Chairman or Deputy Chairman. The mandates for the Group's accounts must reflect these Rules.

8.4 The powers of the Coordinating Committee may be exercised with the approval of any meeting of that committee.

8.5 The Members in General Meeting may also approve the exercise of any powers or discretions otherwise exercisable by the Coordinating Committee on behalf of the Group.

## **9 Delegation**

9.1 The Coordinating Committee may delegate any of its powers or functions to a sub-committee of two or more Members. The Coordinating Committee must also appoint a member of that sub-committee to be a Team Leader.

9.2 The Coordinating Committee may impose conditions when delegating.

9.3 The terms of any such delegation must be recorded in the minute book.

9.4 The actions and proceedings of any sub-committees must be fully and promptly reported to the Coordinating Committee by the Team Leader.

9.5 The Coordinating Committee may revoke or alter the terms of any delegation as it sees fit.

## **10 Liability**

The Group is a voluntary organisation and wishes to encourage its Members to advise and provide services to the Group on a voluntary basis. For this reason, no Member who, in good faith and without charge, provides advice or other services to or performs services for the Group shall have any liability to the Group or any of its Members for that advice or those services whether arising out of negligence or otherwise. This limitation does not apply to the extent any liability is for personal injury.

## **11 Meetings**

11.1 The Group must hold its first Annual General Meeting open to all Members within one month after the preparation of the accounts for the period to 30 April 2010 and, in any event on or before 31 July 2010. After that the Group must hold an Annual General Meeting in each subsequent year within one month of the preparation of the accounts for the preceding period. There must be no more than fifteen months falling between successive Annual General Meetings.

11.2 The Coordinating Committee may call General Meetings and must call a General Meeting if asked to do so by written notice to the Secretary signed by no fewer than 15 Members.

11.3 General Meetings will be open to all Members. Meetings may also be open to the public, press or any invited persons if the Coordinating Committee so decides.

11.4 The Coordinating Committee shall meet at such times and at such intervals, as they shall determine.

11.5 The Coordinating Committee may invite Members or other interested parties or advisers to attend its meetings. Any such person attending may not vote.

## **12 Notice**

12.1 The minimum notice period required for holding any General Meeting of the Group is seven clear days from the date on which the notice is given. Notice of General Meetings must be given by posting it on the Group website and on the public notice boards and the post office notice boards in Castle Cary and Lydford. The Secretary will also send notices to email addresses supplied by Members to the Secretary for notices from the Group.

12.2 A General Meeting may be called by shorter notice if it is agreed by all members of the Coordinating Committee to be in the interests of the Group.

12.3 The notice must specify the date, time and place of the meeting and the general nature of the business to be discussed. If the meeting is an Annual General Meeting the notice must say so.

## **13 Quorum**

- 13.1 No decision may be made at any meeting unless a quorum is present except as follows. If:
- (a) the number of Members, in the case of a General Meeting; or
  - (b) the number of members of the Coordinating Committee, in the case of a Coordinating Committee meeting;

is less than the number fixed as the quorum, the continuing Member(s) or Coordinating Committee member(s) may act but only to fill vacancies or call a General Meeting.

- 13.2 A General Meeting quorum is:
- (a) 3 Members entitled to vote at the meeting; or
  - (b) 5% of the total membership at the time,
- whichever is the greater.

- 13.3 A Coordinating Committee quorum is:
- (a) 3 members entitled to vote at the meeting; or
  - (b) 25% of the total membership of the Coordinating Committee at the time,
- whichever is the greater

## **14 Chairing meetings**

- 14.1 The Chairman of the Coordinating Committee or, in his or her absence, another Member chosen by the Coordinating Committee shall chair General Meetings.
- 14.2 A different Member nominated by a majority of the Members present shall chair the meeting instead:
- (a) if the Chairman or other person chosen by the Coordinating Committee to chair the meeting is not present within fifteen minutes of the time set for the meeting, or
  - (b) if a majority of Members present indicate they wish to appoint a different Member to chair the meeting.
- 14.3 A person appointed to chair a meeting of the Members or the Coordinating Committee shall have no powers except those conferred by these Rules.

## **15 Votes**

- 15.1 At General Meetings each Member present shall have one vote and the person chairing the meeting does not have a casting vote.
- 15.2 At Coordinating Committee meetings each member of the committee present shall have one vote but if there is an equality of votes the person who is chairing the meeting has a casting vote in addition to any other vote he or she may have.
- 15.3 Voting at meetings shall be on a show of hands and carried by a simple majority of those present except where otherwise specified in these Rules.

## **16 Decisions in writing**

- 16.1 Any decision the Members may take in General Meeting shall also take effect as a valid decision of the Members if the required majority of all the Members approve it in writing, delivered to the Secretary.
- 16.2 Any decision the Coordinating Committee may take in a meeting shall also take effect as a valid decision of the Coordinating Committee if a majority of its members approve it in writing, delivered to the Secretary.
- 16.3 Electronic communication shall be treated as "in writing" for the purposes of this Rule. Approval in writing may be given in separate instruments.

## **17 Minutes**

- 17.1 The Secretary shall minute all:

- (a) appointments of Officers, Team Leaders and Members; and
- (b) General Meetings of the Group and meetings of the Coordinating Committee including:
  - (i) the names of the Members present at the meeting;
  - (ii) the decisions made at the meetings; and
  - (iii) where appropriate, the reasons for the decisions.

17.2 Members may inspect the minutes.

## **18 Application of the Income and Property**

18.1 The income and property of the Group shall be applied solely towards the purposes and Aims of the Group, subject to the Rules applying on dissolution.

18.2 A Member may:

- (a) pay out of, or be reimbursed from, the property of the Group reasonable expenses properly incurred by him or her when acting on behalf of the Group to the extent approved by the Coordinating Committee; and
- (b) receive reasonable and proper remuneration for any goods or services supplied to the Group to the extent approved by the Coordinating Committee.

In each case payments not exceeding £100 may be approved instead by the Treasurer or Deputy Treasurer but neither of them may approve any payment to himself.

18.3 In no circumstances, other than the specific circumstances identified in these Rules, shall the assets of the Group be paid to or distributed among any of the Members.

## **19 Annual Report and Accounts**

19.1 The Coordinating Committee must keep adequate accounting records for the Group to record income and expenditure and provide periodic statements of account for the Group.

19.2 The Coordinating Committee must prepare accounts for the period to 30 April 2010 and each successive 12 months period (or such other period as the Members approve). The accounts need not be audited unless the Coordinating Committee or 5% or more of the Members decide they should be audited by an appropriately qualified person. A decision of Members to require an audit must be in writing served on the Secretary within one month of the end of the financial period to which they relate. The Coordinating Committee will present each set of accounts at the next Annual General Meeting.

19.3 The Chairman of the Coordinating Committee shall prepare an annual report of the activities and finances of the Group and present it for approval at each Annual General Meeting.

19.4 The Members may inspect copies of the accounts and annual reports.

## **20 Notices to the Secretary**

20.1 Notices sent by email or other electronic communication to the Secretary at care4cary@live.co.uk (or such other email address as is substituted under Rule 20.3) are effective if the Secretary personally responds to confirm receipt. (An automated message in response is not a personal response for this purpose).

20.2 Otherwise a person wishing to serve notice on the Secretary must do so by delivering it personally or posting it first class post to the Old Hall, Lower Cockhill Farm, Nr. Castle Cary, Somerset BA7 7NZ (or such other address as is substituted under Rule 20.3). If there is no Secretary, notice served in this way is treated as valid notice instead on the Coordinating Committee who must collectively assume the responsibilities of the Secretary.

20.3 The Coordinating Committee may substitute a different email address or postal address for service of notices in this Rule. That substitution will not take effect until it is reflected in the copy of the Rules on the Group's website but will not be treated as a change in the Rules themselves.

## **21 Inspection by Members**

Any right of Members under these Rules to inspect records may be exercised by arrangement with the Secretary and on reasonable notice

## **22 Dissolution**

- 22.1 The Members may by a majority in General Meeting agree to dissolve the Group. If they do so, the Coordinating Committee will remain in office and will be responsible for winding up the affairs of the Group under these Rules.
- 22.2 The Coordinating Committee must collect in all the assets of the Group and must pay or provide for all the liabilities of the Group.
- 22.3 The Coordinating Committee must promptly apply any remaining property or money:
- (a) firstly to reimburse proportionately donors who are Members and whose donations are recorded in the Group's register of donations of £250 or more (except to the extent any donor indicates he or she does not wish to be reimbursed); and
  - (b) secondly to distribute any balance between charitable organisations or projects directly serving the people of Somerset or any part of Somerset chosen by the Coordinating Committee, in whatever proportions the Coordinating Committee decides.

## **23 General**

- 23.1 A person who is not a Member may not enforce any term of these Rules under the Contracts (Rights of Third Parties) Act 1999. This Rule does not prevent a former Member enforcing any Rule in respect of his or her period of membership.
- 23.2 English law governs these Rules and their interpretation.