

# **Hilbre CLT Community Benefit Society Constitution**

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## **Section 1: outline**

- 1. Name** – Hilbre Community Land Trust
- 2. Date** – date of constitution 16 January. 2024
- 3. Address** – 14 North Parade, Hoylake, Wirral CH47 2AL
- 4. Aims and Objectives** –

Hilbre Community Land Trust (CLT), is a Community Benefit Society for the purpose of protecting and restoring the historic buildings and associated ecological sensitive flora and fauna within the boundary defined by the 'lease plan', maintaining and enhancing the character of this area for community benefit. (See appendix A for the CLT plan.) The Board of Trustees reserves the right to review and revise the Aims and Objectives from time to time.

### **Aim 1. To protect and enhance the wildlife of the CLT area and its contribution to regional, national and international biodiversity.**

In developing the CLT consideration must be taken of the environmental consequences of every activity and development and the importance of the ecological diversity of flora and fauna.

#### **Objectives**

Maintain and respect the level of statutory protection of the site as a designated Local Nature Reserve, SSSI and Ramsar.

Maintain and enhance the important habitats of the CLT area.

Maintain and enhance the important species of the CLT area.

Minimise and manage the impact of any development on bird species and habitat.

Continue to control invasive and alien plant species within the boundary of the CLT site.

Promote and co-ordinate research on important habitats and species.

Protect habitats and associated plant communities in the landscape areas.

Manage floral diversity in this area.

Continue to work and consult with Natural England and statutory and regulatory bodies.

### **Aim.2 To conserve the landscape character and historic values of the CLT area.**

#### **Objectives**

Protect the historical and archaeological interest of Hilbre.

Maintain and enhance the existing buildings in a manner that is consistent with the character of Hilbre.

Improve the visual amenity of existing structures.

Maintain fences, seats, tracks and signage within the boundary of the CLT.

Draw up a programme of planned preventative maintenance of all the buildings within the boundary of the CLT.

Protect the character of historically significant listed buildings.

Minimise the use of energy and maximise energy efficiency and the use of energy from renewable resources with the aim of achieving carbon neutral status.

Limit all forms of pollution including noise, air, light and marine during and after the CLT developments.

Minimise the use of motor vehicles in relation to the CLT facilities.

Minimise the production of and environmental impact of waste and litter and encourage re-use and recycling of materials where practicable.

Use only suppliers and contractors that can provide an environmental audit of their goods and services that have a low environmental impact.

**Aim.3 To provide social and educational opportunities for people to develop their enjoyment, education, understanding and appreciation of the CLT area consistent with its natural character.**

#### **Objectives**

Ensure responsible use of the area controlled under the CLT that is consistent with the island's natural character.

Ensure people using the CLT facilities are fully aware of the nature and rules of the Local Nature Reserve.

Minimise disturbance by those using the facilities of the character and wildlife of the nature reserve.

Promote a code of conduct for those visiting CLT and those working on the development of the buildings.

Set limits on the number of visitors using the facilities of the CLT. Hilbre is open to the general public and this must be balanced with those from special interest groups.

Manage the safety of the users of the CLT facilities and keep risks to an acceptable level.

Work collaboratively with the Ranger service (Wirral Borough Council) and other stakeholders on the island.

Recognise sensitivity in publicity and promotion of the CLT activity on the island.

**Aim 4. Ensure the CLT recognises the importance of Equality, Diversity and Inclusion in its activities and creates opportunities for accessibility where possible.**

#### **Objectives**

Improve accessibility of existing listed buildings to people with physical disabilities.

Engage with external organisations to encourage use of the CLT facilities by people from a wide range of backgrounds.

## **5. Membership**

1.5.1 The Hilbre Community Land Trust (CLT) Board of Trustees will be formed from nominated individuals of the following organisations: British Art & Design Association (BADA), Hilbre Bird Observatory (HiBO) and Friends of Hilbre (FoH). Public representation

on the Board of Trustees of the CLT is via membership of the Friends of Hilbre, registered charity number 1103822.

1.5.2 Other individuals and organisations present on the island of Hilbre will be eligible to become Associate Members of the Board of Trustees of the CLT. The following are the currently eligible Associate Members: Wirral Council, Mersey Canoe Club, Whiteley family, Cox Family. The latter two are the current leaseholders for the two holiday cottages. Associate Members may contribute to all CLT meetings and have the same voting rights as Trustees. The full extent of community of the island of Hilbre is covered by Membership and Associate Membership categories.

1.5.3 Membership of the Board of Trustees may be varied by a vote at the AGM of the CLT, subject to maintaining alignment with the organisation's Aims and Ambitions.

1.5.4 All Members and Associate Members of the Board of Trustees shall hold one ordinary share to the value of one-pound only. The shares shall be fully paid prior to issue, neither Transferable nor Withdrawable, shall carry no right to interest, dividend or bonus, and shall be forfeited and cancelled on cessation of membership from whatever cause, and the amount paid up on such cancelled shares shall become the property of the Society.

## **Section 2: Finance**

### **1. Income & Property**

2.1.1 The income and property of the CLT must be applied solely towards the promotion of the Aims and Objectives defined in section 1.4 of this document.

2.1.2 The Hilbre CLT will be custodian of the physical assets contained within the boundary of the 'CLT area'. The 'CLT area' is the land and buildings transferred from Wirral Council who remain the freeholder on all parts of the island of Hilbre.

2.1.3 The CLT may not transfer or sub-let buildings or land within its boundary. Operational service agreements for the administration of parts of the site may be entered into only with organisations approved by the Board of Trustees of the CLT.

2.1.4 The CLT will be responsible for maintaining in good order all buildings and land.

2.1.5 The CLT will be responsible for developing the capacity for communal provision of electrical power, waste treatment and water supply for the entire CLT area. Operational Service Agreements with organisations approved by the Board of Trustees of the CLT will provide terms and conditions for access to and contributions for, power, water and waste treatment.

2.1.6 Operational Service Agreements from the CLT will cover charges required towards costs incurred by the CLT in undertaking its duties. Contributions financial and in kind must be approved annually at the AGM.

2.1.7 The CLT may seek to raise funds from external organisations through grants and donations to assist in delivering its aims. The assets of the CLT cannot be used as security for commercial loans.

2.1.8 In the event of any organisation in receipt of a Service Agreement defaulting upon the terms, or ceasing to trade then management of land and buildings covered by that agreement will automatically revert to the CLT.

2.1.9 No part of any land and buildings may be transferred to another party without the written permission of the CLT. Permissions must be ratified at the AGM within a maximum of 4 months. If the next scheduled AGM is in greater than 4 months' time then an exceptional AGM must be held.

2.1.10 None of the income or property of the CLT may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of surplus to any member of the CLT. This clause is subject to exceptions included within section 2.3 regarding expenses.

## **2. Expenditure & Allowances**

2.2.1 The CLT may expend money from funds within its accounts for activities consistent with the Aims and Objectives defined in section 1.4 of this document.

2.2.2 Expenditure in excess of funds available within the CLT accounts is not permitted unless approved by unanimous vote of the Board of Trustees.

2.2.3 Excess funds of the CLT may be held in a Building Society account offering interest. This account must have a minimum of two Trustees as signatories and the funds must be accessible with reasonable notice. Funds held in any such account are for the sole purpose of continuing the Aims and Objectives of the CLT.

2.2.4 No person connected with the CLT may sell goods, services or interest in land belonging to the CLT.

2.2.5 No Trustee of the CLT may receive an income or financial benefit from the CLT with the exception of reasonable expenses.

2.2.6 Reasonable expenses may be paid from funds available to the CLT for costs incurred in the administration and management of the CLT subject to approval of the Board of Trustees.

## **3. Liability**

2.3.1 Trustees of the CLT have no personal liability for the assets and/or debts of the CLT excepting those defined in relation to their normal responsibilities under laws governing Community Benefit Societies.

2.3.2 Trustees have no personal liability for legitimate/lawful acts carried out on behalf of the CLT.

2.3.3 The CLT will maintain an appropriate level of public liability insurance. The costs and level of insurance will be agreed by the Board of Trustees.

## **4. Conflicts of Interest**

- 4.1. It is the responsibility of any Trustee of the CLT who is in any way connected financially or professionally with an item discussed by the CLT to declare that

interest and to remove themselves from the discussion or vote relating to that item (except by invitation of the chair). All declarations of interest must be recorded in the minutes of the meeting.

## **5. Seal**

2.5.1 The CLT will not have a seal.

## **Section 3: Management and Control**

### **3.1 Trustees**

3.1.1 Trustees must be appointed who agree to uphold the Aims and Objectives of the CLT.

3.1.2 The maximum number of trustees is twelve plus a chair elected from nominations received from the following organisations: British Art & Design Association (BADA), Hilbre Bird Observatory (HiBO) and Friends of Hilbre (FoH) and other organisations and residents of Hilbre, unless varied by unanimous vote at the AGM.

3.1.3 There must be a minimum of four Trustees, with at least one each being invited/nominated from each of the following organisations: British Art & Design Association (BADA), Hilbre Bird Observatory (HiBO) and Friends of Hilbre (FoH). If numbers fall below this minimum, then the remaining Trustees must call a meeting to appoint new Trustees.

3.1.4 The trustees of the CLT shall include a Chair, Honorary Secretary and Honorary Treasurer, all of whom will be subject to election at the AGM.

3.1.5 Trustees may serve for a three-year period renewable up to three times subject to election at the AGM.

3.1.6 Nominations for the election of Trustees should be received in writing 14 days in advance of the AGM.

3.1.7 Trustees wishing to resign from the CLT must provide three months' written notice to the Secretary. Removal of Trustees must be ratified at the next available AGM.

3.1.8 If a Trustee dies in post or is barred from acting as a Trustee their removal from the register of Trustees must be ratified at the AGM within a maximum of 4 months. If the next scheduled AGM is in greater than 4 months' time then an exceptional AGM must be held.

3.1.9 The Board of Trustees shall be responsible for the administration and management of the CLT and shall be formed of members nominated by each of the following organisations: British Art & Design Association (BADA), Hilbre Bird Observatory (HiBO) and Friends of Hilbre (FoH). Each of these shall be invited to nominate individuals to join the Board of Trustees.

3.1.10 The Board of Trustees may elect officers at the AGM to assist in the execution of its duties.

3.1.11 Associate Members of the CLT may nominate individuals to sit on the Board of Trustees.

3.1.12 The Board of Trustees shall have the power to fill casual vacancies amongst its members and co-opt additional members as required to deliver the Aims and Objectives of the CLT. Any co-opted members must be ratified and formally elected at the next available AGM.

3.1.13 In the event of a tied vote the chair of the Board of Trustees shall have the casting vote.

## **2. Officers**

3.2.1 The Trustees may appoint officers to undertake the management and administration of the CLT.

3.2.2 Officers' powers, responsibilities and remuneration will be set by the Board of Trustees and must be ratified by a vote at the next available AGM after the officers' appointment.

## **3. Executive Committees**

3.3.1 The Board of Trustees shall have the power to establish committees to assist in the delivery of its activities.

3.3.2 Committees must report activity to the Board of Trustees on a frequency as requested by the Trustees.

3.3.3 These committees shall only persist as long as required, will be sub-ordinate to and may be dissolved by the Board of Trustees.

## **4. Meetings**

3.4.1 The CLT will hold an AGM every year at which trustees must be elected and accounts presented and ratified. The AGM requires attendance of Trustees. Associate Members will be invited.

3.4.2 Votes at the AGM require a majority to pass, in the event of an equal vote then the chair shall have the casting vote.

3.4.3 Votes on items relating to membership of the CLT require a two thirds majority to pass.

3.4.4 The Board of Trustees shall hold meetings as required but at a frequency not less than three times a year.

3.4.5 Trustees may call a Board of Trustees meeting at any point.

3.4.6 Exceptional General Meetings may be held if requested by two thirds of the Trustees.

3.4.7 All meetings require 14 days' notice to Trustees and Associate Members.

3.4.8 Meetings may be held in person or via virtual media such as Teams or Zoom.

### 3.4.9 Summary table of meetings and their requirements.

Meeting	Attendance	Agenda item	Voting requirements	Quorate requirements	Frequency
Annual General Meeting	Trustees & Associate Members	General	Trustees and Associate Members: majority	Min. 4 Trustees	Annual
		Membership	Trustees and Associate Members: majority 2/3rds majority	Min. 4 Trustees	
		Officers' appointment	Trustees and Associate Members: majority	Min. 4 trustees	
		Changes to Constitution	Trustees and Associate Members: 75% majority	Min. 4 trustees	
		Winding Up	Trustees and Associate Members: 75% majority	Min. 4 trustees	
Exceptional General Meeting	Trustees & Associate Members	All	Must be called by 2/3 <sup>rd</sup> Trustees	Min. 4 Trustees	Upon 2/3 <sup>rd</sup> Trustees request.
Board of Trustees	Trustees	All	Trustees and Associate Members: majority	Min. 4 Trustees	Min. 3 times a year

## 5. Quoracy

3.5.1 The AGM and meetings of the Board of Trustees requires a minimum of four Trustees to be quorate.



3.5.2 Votes on items relating to membership of the CLT require a minimum of one Trustee nominated from each of the following organisations: British Art & Design Association (BADA), Hilbre Bird Observatory (HiBO) and Friends of Hilbre (FoH), plus the chair, along with any Associate Members, excepting circumstances where any of these organisations has ceased to exist.

## **6. Reports and Accounts**

3.6.1 All meetings of the Board of Trustees and the AGM shall be minuted. Minutes are to be made available to Trustees and associate Members in advance of each subsequent meeting for approval.

3.6.2 The Agenda and previous minutes of the AGM must be available to Trustees and Associate Members a minimum of 14 days in advance of the AGM.

3.6.3 Annual accounts must be prepared by the Honorary Treasurer for approval at the AGM.

3.6.4 Audited annual accounts and other documents required by the registering authority must be submitted by the Trustees to them within the timeframes required by the governing acts.

## **Section 4: Conclusion**

### **1. Winding up**

4.1.1 The CLT may be dissolved by a 75% majority of Trustees voting at an AGM or Exceptional General Meeting. If a motion for the dissolution of the CLT is to be proposed at an AGM or Exceptional General Meeting this motion is to be specifically referred to in the notice of the meeting.

4.1.2 In the event of dissolution of the CLT the available funds shall be transferred to one or more charitable institutions whose aims are similar to those of the CLT.

4.1.3 Upon dissolution of the CLT all operational agreements shall be dissolved, and the lease transferred to the local authority as freeholder, unless the freeholder approves in writing for the transfer of the lease to another organisation. Such an organisation may be one of the following organisations; British Art & Design Association (BADA), Hilbre Bird Observatory (HiBO) and Friends of Hilbre (FoH).

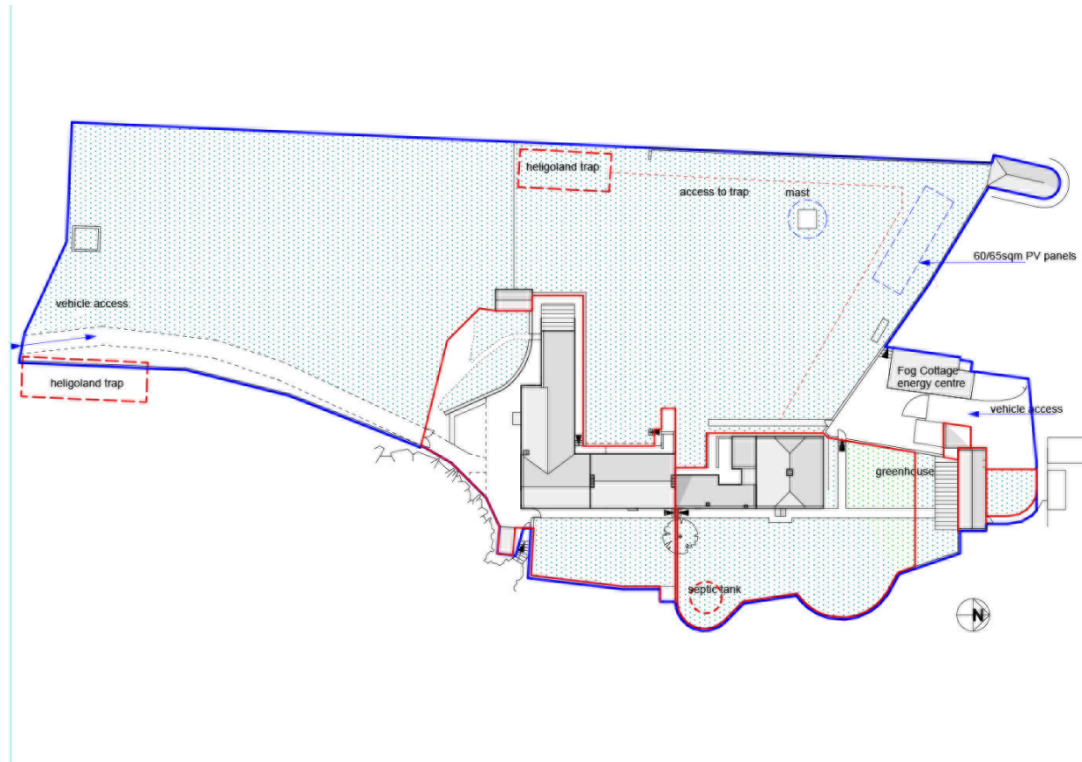
### **2. Changes to Constitution**

4.2.1 The Constitution may be amended by a 75% majority of Trustees present at an AGM or Exceptional General Meeting provided that 28 days' notice of the proposed amendment has been given to all members.

4.2.2 No amendment shall propose that the CLT cease to be a charity in law.

## Appendix A:

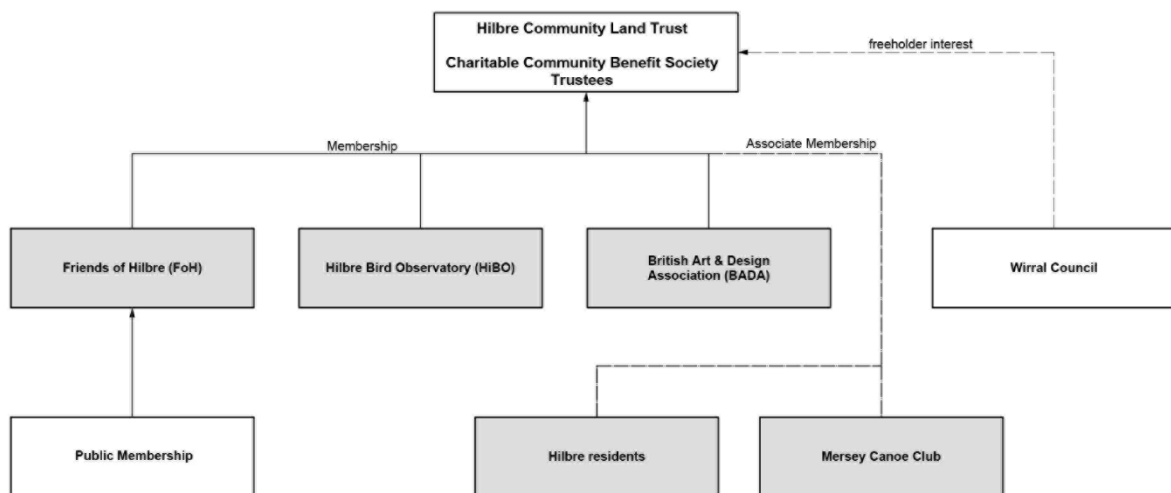
### 1. Hilbre CLT area plan.



Hilbre CLT boundary all areas within blue line.

## Appendix B:

### 1. CLT organisational structure



grey boxes denote voting members

Signed:

**Dominic Wilkinson – Secretary**

**26.03.24**

Signed:

**Tony Lamberton – Chair**

**26.03.24**

Signed:

**Chris Williams – Trustee**

**26.03.24**