

**CONSTITUTION**  
**OF**  
**BROMYARD DOWNS COMMONS ASSOCIATION (BDCA)**

Adopted BETWEEN the persons whose names are set out at the end of this Constitution.

**1 BACKGROUND**

- 1.1 The County of Herefordshire Council District Council (Herefordshire Council) is the freehold owner of the land known as Bromyard Downs ("The Downs") which is registered common land covering some 282 acres (114.12 hectares) of grassland, open woodland and heathland located approximately 3km East of Bromyard and shown edged on the plan (CL15) at Appendix 1 hereto.
- 1.2 Herefordshire Council considers that the Downs can be best managed by local people and organisations who are interested in promoting the aims and objectives described in article 4.
- 1.3 Management of the Downs had previously been delegated by Herefordshire Council to Brockhampton Group Parish Council and those arrangements have ended.
- 1.4 The signatories to this Constitution have agreed to form an association whose Constitution is set out in articles 2 to 15.
- 1.5 In order to achieve those aims and objectives it is intended that a management agreement ("the Management Agreement") will be entered into by the BDCA and Herefordshire Council in accordance with the Heads of Terms set out in Appendix 2 hereto.

**2 NAME**

- 2.1 The name of the association shall be Bromyard Downs Common Association, it may use the acronym BDCA and is referred to so in this Constitution.

**3 NATURE AND PURPOSE OF THE BDCA**

- 3.1 BDCA is a community based unincorporated association, non-party political and non-partisan.
- 3.2 The purpose of BDCA is to achieve the aims and objectives described in article 4.

## **4 AIMS & OBJECTIVES**

The aims and objectives of BDCA are:

- 4.1 To promote, represent and safeguard the rights and interests of Commoners, residents and visitors.
- 4.2 To support the agricultural management of the Downs.
- 4.3 To promote the conservation and enhancement of the natural beauty of the Downs making provision for the protection of important flora and fauna.
- 4.4 To co-operate with Herefordshire Council in maintaining a register of Commoners and residents of the Downs.
- 4.5 To promote social, educational and community activities for the benefit of the residents of, and visitors to, the Downs; endeavouring to maintain access to the Downs wherever practicable.
- 4.6 To establish, implement and keep under review a Management Plan which will:
  - 4.6.1 be prepared in consultation with BDCA members, Herefordshire Council and, as appropriate, other bodies and experts.
  - 4.6.2 be compatible with the Scheme of Management at Appendix 3 and with any future revision of the Scheme whilst allowing for changes in socio-economic and environmental policy that have taken place since 1951, as reflected under Section 50 of the Commons Act 2006; the Wildlife and Countryside Act 1986; The NERC Act 2006; The Natural Environment White Paper 2010; and the Countryside and Rights of Way Act 2000 [among others]
  - 4.6.3 Seek to enhance and protect the Downs, balance the interests of landowners, Commoners, residents and those who are entitled to the quiet enjoyment of the Downs, and ensure sustainable land management practice.
- 4.7 To work with the appropriate authorities to restrict and prevent any detrimental use of the Downs and to further the Management Plan.
- 4.8 To engender co-operation and effective partnerships between BDCA, the landowners and other relevant bodies in the creation and implementation of the Management Plan.

## **5 REMIT**

BDCA's remit is:

- 5.1 To implement the Management Plan.

- 5.2 To raise revenue for the purpose of the Management Plan
- 5.3 To employ and remunerate such persons, and to hire or purchase such equipment as is necessary, for the proper pursuit of the Management Plan.
- 5.4 To open and operate bank accounts and other facilities for banking.
- 5.5 To maintain proper accounting records for the BDCA.
- 5.6 To reimburse expenses of members of the BDCA properly and reasonably incurred in pursuit of BDCA's aims and objectives agreed in advance by its Management Committee.
- 5.7 To do all other lawful things that are necessary for the achievement of BDCA's aims and objectives.
- 5.8 The arrangements described in this Constitution, or in Management Agreements and Management Plans, do not amount to a delegation of Herefordshire Council's statutory functions in relation to the Downs.

## **6 INSURANCE**

- 6.1 The Council shall, subject to the article 6.2, maintain public liability insurance to protect BDCA against claims resulting from management of the Downs (including work carried out by it and its unpaid volunteers) in accordance with agreed Management Plans.
- 6.2 The BDCA shall:
  - 6.2.1 maintain sufficient insurance to cover its members' own equipment
  - 6.2.2 have due regard to guidance provided by the Council in relation to risk assessments and safe systems of working practices.
  - 6.2.3 ensure that its contractors have sufficient public liability insurance.

## **7 MEMBERSHIP AND VOTING**

- 7.1 Membership of BDCA shall be open to:
  - Commoners, i.e. those holding registered rights of common on the Downs.
  - All persons over the age of 18 residing in a property which holds registered common rights.
  - All persons over the age of 18 who own or have tenancies (of at least 6 months' unexpired term) of properties within or adjoining the Downs or access to which is across the Downs on an unadopted road or track ("Qualifying Properties")

- Those eligible to be on the Management Committee under article 8.2

- 7.2 Each member which is an association or a corporate body shall appoint an individual to represent it and vote on its behalf and may appoint an alternative if that person is unavailable.
- 7.3 A member shall cease to be a member if he/she resigns from the BDCA in writing to the Secretary.
- 7.4 Any person who disagrees with a decision taken by the Committee can ask the Committee to re-consider its decision and may make representations to Herefordshire Council

(Note: see 10.6 and 12.5 as regards members owning or occupying several properties

## **8 MANAGEMENT COMMITTEE**

- 8.1 The management and business of the BDCA shall be vested in its Management Committee appointed in accordance with articles 8.2.1 and 8.2.2; and elected in accordance with articles 8.2.3 at the inaugural meeting of the BDCA and hereafter as elected at each Annual General Meeting in accordance with article 8.3.
- 8.2 The Management Committee will consist of a maximum of 16 Members constituted as follows:
- 8.2.1 Permanent Voting Members
    - (a) The Bromyard & Winslow Town Council representative.
    - (b) The Brockhampton Group Parish Council representative.
  - 8.2.2 Permanent Non-Voting Advisory Members
    - (a) The Herefordshire Councillor for Bringsty Ward (who will have no voting powers to avoid possible conflict of interest)
    - (b) Herefordshire Council, the land owner (who will have no voting powers to avoid a possible conflict of interest)
  - 8.2.3 Elected Members

Twelve other members of the BDCA who have been proposed and seconded by the BDCA members. A proposer and seconder cannot be from the same household. Election will be by secret majority ballot.
- 8.3 At each AGM the members appointed under article 8.2.3 shall retire and the resulting vacancies shall be filled by majority vote, with retiring members eligible for re-appointment.

- 8.4 The Management Committee will, subject to articles 8.5 and 9.6.3 elect a Chair and Vice-Chair and, subject to articles 9.1 to 9.3, a Treasurer, Auditor and Secretary (“Officers”) by a majority vote at its first meeting following the BDCA’s inaugural meeting and thereafter at each AGM.
- 8.5 Chairs of Bromyard and Winslow Town Council and Brockhampton Group Parish Council and/or their appointees under article 8.2.1 shall be ineligible for election as Chair or Vice-Chair of the Management Committee<sup>1</sup>.
- 8.6 The Committee, by a majority vote, shall have the powers to temporarily fill Committee vacancies by co-opting Members until the next AGM.
- 8.7 In addition to the 16 Members appointed under articles 8.2 and 8.3, specialists may be co-opted onto the Committee for a specific purpose but will have no voting rights.
- 8.8 The Management Committee shall meet with Herefordshire Council’s Commons Registration Officer at least twice yearly to review the operation of the Management Plan and any related matters.

## **9 OFFICERS AND CHAIR**

- 9.1 Any Officer so appointed under article 8.4 may be removed or replaced by a vote of the BDCA at an Extraordinary General Meeting (EGM) convened and attended by 16 members, which number must include at least three Members of the Management Committee, on 21 days written notice to all members of the proposed removal or replacement.
- 9.2 Officers shall be elected annually and no Member shall hold more than one position.
- 9.3 The position of Treasurer may be filled by an external person, or company, who may be co-opted onto the Management Committee but, if co-opted, shall be ineligible to vote.
- 9.4 Officers must inform the Committee if they have any personal or pecuniary interest in matter which the Committee has requested they deal with.
- 9.5 The Committee shall appoint a nominated spokesperson(s) to represent the Association in discussions with other bodies who will act upon the instruction of the Committee.

## **9.6 CHAIR**

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<sup>1</sup> This, therefore, does not exclude Parish or Town Councillors who are neither Chair, nor formally nominated representatives, of the local government bodies that they sit on from playing a full role on the Association’s committee including the taking on the mantle of one of its Officers.

- 9.6.1 The Chair shall provide direction on procedural questions but not on the substantive aspects of matters under discussion.
- 9.6.2 If the Chair is absent the Vice-Chair shall take on the role of Chair.
- 9.6.3 The Chair shall be elected annually but may serve no more than four consecutive years although he/she may remain a Member of the Committee if so elected and may be re-elected as Chair if she/he has not held that office during the preceding 12 months.
- 9.6.4 The Chair shall:
- Ensure that all present at meetings of BDCA and the Management Committee can contribute without interruption or intimidation
  - Lead and support BDCA in achieving its aims
  - Ensure the Committee works as a team

## **9.7 SECRETARY**

- 9.7.1 The Secretary shall be responsible for arranging meetings of the BDCA and its Management Committee, giving sufficient notice of such meetings.
- 9.7.2 He/she will take minutes at meetings and ensure these are distributed to members of the BDCA within one calendar month of meetings.
- 9.7.3 Under the guidance of the Chair, the Secretary will deal with all the formal correspondence of the BDCA.

## **9.8 TREASURER**

- 9.8.1 The Treasurer shall produce an annual budget for approval of the Committee and report on the accounts at each meeting of the Committee.
- 9.8.2 The Treasurer shall open and maintain a bank account in the name of the BDCA
- 9.8.3 He/she will produce an income & expenditure account and balance sheet for the preceding twelve months, which he/she shall put before the AGM for approval by the membership.
- 9.8.4 The Treasurer will be responsible for sending end of year accounts to Herefordshire Council's Commons Registration Officer within two months of the end of the financial year and/or upon approval.
- 9.8.5 The Treasurer will be responsible for ensuring that annual external audit of accounts is completed within one calendar month of the end of each financial year.

## **10 MANAGEMENT COMMITTEE MEETINGS**

- 10.1 Five Members of the Management Committee must be present at any meeting to be quorate.
- 10.2 The Committee will meet at least three times a year with all dates to be agreed at the AGM except where the Committee considers an urgent meeting is required in which case as much advanced notice as is practicable shall be given to members. A complete and accurate record of meetings and decisions taken shall be kept.
- 10.3 Minutes of these meetings will be taken and approved at the next meeting of the Committee. Once approved, minutes will be available to the public within one calendar month.
- 10.4 Copies of Management Committee minutes will be forwarded to Herefordshire Council's Commons Registration Officer within one calendar month of them being approved.
- 10.5 Members of the BDCA, and the general public, may attend meetings of the Committee as observers. The Chair shall allow adequate time for members of the public to address the meeting.
- 10.6 All decisions shall be decided by a majority of the Management Committee members present and voting at the meeting in question. All members shall have one vote no matter how many Qualifying Properties they own or occupy. In the case of an equality of votes the Chair shall have a casting vote.
- 10.7 Members of the Management Committee must declare any personal or pecuniary interest in matters under discussion. The Committee will determine whether the Committee Member(s) should withdraw, be allowed to speak but not to vote, or be allowed to speak and vote.

## **11 ANNUAL AND EXTRAORDINARY MEETINGS OF THE BDCA**

- 11.1 An Annual General Meeting (AGM) shall be held each year and no more than 15 months may elapse between AGMs. At least 21 days written notice (as per 11.4) shall be given to BDCA members indicating the date, time and venue of the AGM and of the business to be transacted.
- 11.2 The business of the AGM shall comprise:
  - 11.2.1 The annual report of the Management Committee concerning the work carried out by, or on behalf of, BDCA since the previous AGM.
  - 11.2.2 The annual financial report and accounts for approval.
  - 11.2.3 Election of Members of the Management Committee under article 8.2.3.

11.2.4 The appointment of Officers.

11.2.5 Such other business as may have been contained in the notices of the meeting.

11.3 An Extraordinary General Meeting (EGM) may be called as required either by the decision of the Management Committee or at the written request of at least 16 members of the BDCA.

11.4 Not less than 21 days notice of meetings shall be given to all members of the date, time, venue and of the business to be transacted at the meeting. This notice may be given by email or via appropriate web sites, or by notice in an appropriate local publication in conjunction with posters in appropriate locations. Postal notification to each individual member is not required.

## **12 PROCEEDINGS AND VOTING AT GENERAL MEETINGS**

12.1 The Chair, or in his/her absence the Vice-Chair shall preside at all General Meetings.

12.2 A quorum for a General Meeting shall be 16.

12.3 If within half an hour of the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to a time and place specified by the Committee. All members of the BDCA shall be given such notice as is practicable of the date, time and place of the adjourned meeting.

12.4 The Chair will decide the method of voting at each meeting, proxy votes will be accepted at any meeting of the BDCA, providing the person eligible to vote has given the Chair written notice of the appointment of the proxy.

12.5 All matters to be determined shall be decided by a simple majority of members of the BDCA. All members shall have one vote no matter how many Qualifying Properties they own or occupy. In the event of a tied vote the Chair shall have a second and casting vote.

12.6 Decisions taken at a General Meeting shall be recorded and shall be binding.

12.7 The BDCA shall cause proper minutes to be kept of all meetings, which shall be submitted for approval at the next meeting.

12.8 If the Committee considers that a resolution, if implemented, would risk unlawfully interfering with the legal rights of any person in relation to the Downs then it shall take legal advice and shall only implement the resolution if the advice is that it would be lawful to do so.

## **13 FINANCES**



- 13.1 All income generated by the BDCA or received from Herefordshire Council shall be used in the furtherance of the Aims and Objectives of the BDCA.
- 13.2 Herefordshire Council shall make available to the BDCA all revenue (but not capital receipts) derived from the sources identified in the Heads of Terms at Appendix 2.
- 13.3 The Association, in line with 9.8.5, shall cause proper books of accounts to be kept, in respect of:
- All sums of money received and expended by the BDCA.
  - The assets and liabilities of the BDCA.
- 13.4 The books and accounts shall be available upon request, for inspection by any member of the BDCA or by Herefordshire Council's internal or external auditors.
- 13.5 There will be three signatories for the bank account and no two shall be from the same household or related by blood, marriage or a personal business. Signatories will be agreed by the Management Committee. Two signatories will be required to sign all cheques.

## **14 ALTERATION TO THE CONSTITUTION**

- 14.1 The Constitution may be rescinded or amended at any Extraordinary General Meeting (EGM) called for that purpose only or at the AGM but not so as to fundamentally change the aims and objectives described in article 4.
- 14.2 Proposed changes to the Constitution must be made in writing to the Secretary at least 28 days prior to the EGM or AGM.
- 14.3 Proposals to amend or rescind the Constitution shall be circulated to all Members with the notice of the meeting.
- 14.4 Changes to the Constitution must be agreed by a majority of two thirds of the members present providing a minimum of 15 members are present.
- 14.5 The Management Committee, together with Herefordshire Council, shall review the Constitution every six years.

## **15 DISSOLUTION**

- 15.1 The BDCA may only be dissolved at an EGM called for that purpose and must be advertised at least 21 days before the meeting.
- 15.2 A proposal to dissolve the Association shall take effect only if agreed by a majority of two thirds members present and providing a minimum of 15 members are present.

15.3 If a resolution to dissolve the BDCA is passed the meeting shall elect three people who shall have the responsibility of accounting for, after making provision for any outstanding liabilities, disposing of, any assets owned by the BDCA.

15.4 Any such disposal must be to an organisation or body which has agreed to use the assets for aims and objectives similar to those described in article 4 and *that such an organisation must use its income and property in furtherance of its objects, aims and objectives and not distribute any of its income or property amongst its members.*

**Constitution adopted by**

Brockhampton Group Parish Council

Ward Councilor for Bringsty Ward

**CONSTITUTION AGREED & SIGNED OFF AT PARISH COUNCIL MEETING ON 1<sup>ST</sup> MARCH 2012**

Amendments to the Constitution		
Amended at BDCA AGM 29 April 2015	Clause 15.4 additional wording added <i>that such an organisation must use its income and property in furtherance of its objects, aims and objectives and not distribute any of its income or property amongst its members</i>	Amended as requested from Heritage Lottery fund to safeguard lottery funding should the BDCA be dissolved Amendment agreed in accordance with clause 14

Original Document Signed by the following

Bromyard Downs Common Association Chair

Name.....James Hawkins.....Date: 29 April 2015

Address: Warren Farm, Brockhampton Park, Bringsty WR6 5TB

Ward Councilor for Bringsty Ward

Name.....Gary Swinford.....Date: 29 April 2015

Chair Brockhampton Group Parish Council

Name.....Janet Fellows.....Date: 29 April 2015

*Signed Document held by Lauren Smith BDCA Secretary*

Bromyard Downs

HEADS OF TERMS

for

Management Agreement

•Between Herefordshire Council and Bromyard Downs Management Committee -

•Responsibilities of the Committee

To manage the Common as agent for and on behalf of Herefordshire Council in accordance with this Management Agreement and a Management Plan agreed with the Council.

•Reporting -

- (b) The Management Committee will forward copies of the minutes of the meetings to the Herefordshire Council Commons Registration Officer within one calendar month of each meeting.
- (c) The accounts will be sent to the CRO within two months of the end of the financial year.
- (d) There will be a meeting between the CRO and officers of the Management Committee at least twice a year.

•Finance -

(i) The following income will be made available to the Management Committee for the duration of this agreement:

- The wayleaves from utilities across the Common;
- The rental from the Caravan Club;
- Any annual rentals for access or parking across or on the Common;
- Any income from produce from the Common : hay, grazing charges, etc;
- Any income raised for the management of the Common or from events for the benefit of the Common organised by the Management Committee;

(ii) Exceptional items to be paid for by Herefordshire Council: to include the removal of fly-tipping and agreed capital items only.

•Insurance -

- Herefordshire Council to arrange insurance cover for the Management Committee for public liability [including in relation to work by unpaid volunteers].
- The Management Committee to be responsible for ensuring that the terms of the policy are complied with.

- The Management Committee to ensure that its paid contractors have sufficient public liability insurance

- Management Plan -

- A management plan covering the whole of the Downs to be drawn up.
- It is envisaged that the Downs will be split up into various areas with management proposals for each, linking in to an overall management plan, which will include the cutting of paths, fire breaks and scrub.
- It is anticipated that a basic overall management plan will be agreed within six months of the Management Committee being set up, and that this plan will be developed over time to reflect commons' management best practice and to maintain a fair balance between commoners, landowners and others entitled to enjoy the Downs.
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- Bye Laws -

A copy of the Bye Laws to be posted on the notice board in the Herefordshire Council car park adjacent to the Royal Oak public house.

The Bye Laws are to be reviewed by Herefordshire Council in consultation with the Management Committee and other interested parties within 12 months of the signing of the agreement and the Council will take into account any recommendations.

- Termination

Either part may terminate the Management Agreement:

- on 12 months' notice if it decides it does not wish to continue with the arrangement
- on 1 month's notice if the other has not remedied a substantial breach of the Management Agreement within such reasonable period as is requested by the other party, or if the breach is not capable of remedy