

**CONSTITUTION**  
**of**  
**The Friends of the Hurtwood**  
**(Registered Charity No 200053)**

**Originally adopted by the Trustees on 9 December 2000 and adopted in revised form by the Trustees on 7 May 2003 following approval by Resolution of the Friends passed at the Annual Meeting held on 1 April 2003.**

**The change of name to Friends of the Hurtwood was approved by Resolution of the Friends at the Annual Meeting on 13<sup>th</sup> April 2010**

**Further amended by Resolution of the Friends at the Annual Meeting on 4<sup>th</sup> April 2017 following the creation of FOTH Trustee Company Limited**

## **1. NAME**

The name of the charity is “The Friends of the Hurtwood” (hereinafter called “the Charity”).

## **2. OBJECTS**

The objects of the Charity are:-

2.1 To improve the conditions of life for the public at large and, in the interests of social welfare, to provide facilities for healthy open air recreational activities for the public and to provide and preserve public access to any land in relation to which the Charity is empowered to carry on its activities, including, in particular, woodland and heathland in Surrey;

2.2 To promote the conservation, protection and improvement of the physical and natural environment and historic aspects of all such lands in relation to which the Charity is empowered to carry on its activities, including, in particular, woodland and heathland in Surrey;

2.3 To advance the education of the public in the physical and natural environment and its history and in its conservation, protection and improvement.

## **3. POWERS**

In furtherance of the objects in Article 2 and in relation to the lands referred to in Article 2.1:

3.1 To manage and maintain public footpaths, public bridleways and other tracks other than statutory rights of way which are the responsibility of a local authority;

3.2 To manage and maintain car parks;

3.3 To promote and encourage codes of conduct for users of land access to which is under the Charity’s control and to promote awareness of the needs of various access users and seek to minimise conflict;

3.4 To seek in co-operation with the landowners to maintain an appropriate balance between forestry and timber management, amenity, access and the environment and to seek to protect the diverse environment and wildlife habitat in the area;

3.5 To raise the public awareness of the land access to which is under the Charity’s control and the facilities available for enjoyment of that land and to give help and guidance to all bodies or organisations or authorities wishing to make appropriate use of the land for air, exercise, education and enjoyment;

3.6 To co-operate with the landowners in seeking to reduce and guard against risk of fire and any potentially dangerous or unsuitable activities and to liaise with the emergency services;

3.7 To co-operate with the landowners in keeping good order for the benefit of all and avoiding vandalism, trespass, litter and unauthorised vehicular use of the land under the Charity's control and to seek to control vehicular movement when authorised and to report any illegal or inappropriate activities to the landowners and the police and emergency services;

3.8 To promote the interests of the Charity and its activities and to take such action as may be appropriate to raise awareness of the Charity's activities and its funding requirements;

3.9 To ensure regular co-operation with landowners and their agents and give due recognition to their rights duties and liabilities and to co-operate with and give guidance to public and local authorities and organisations in relation to the public access to the land under the Charity's control;

3.10 Insofar as may be relevant to land access to which is controlled by the Charity, to co-operate with others in relation to governmental proposals for the changes of legislation affecting the public right of access to privately owned land and in particular the right to roam and to seek to protect the rights and define and limit the duties and responsibilities of owners of and those controlling access to heath and woodland and similar property;

3.11 To do all such other things as will further the attainment of the Charity's objects.

#### **4. MANAGEMENT OF THE CHARITY**

The affairs of the Charity shall be managed by the sole trustee FOTH Trustee Company Limited ("the Trustee") which shall be entitled to exercise all the powers of the Charity except any powers which are reserved to Members of the Charity at its Annual Meeting.

#### **5. POWERS OF THE TRUSTEE**

In furtherance of the objects of the Charity contained in Article 2 but not further or otherwise the Trustee shall have the following powers:-

5.1 For the purpose of promoting or advancing the Charity's objects, to invite or accept contributions by way of donation, bequest, subscription, covenant, grant or otherwise howsoever and to agree in relation to any such contribution to be bound by special conditions as to manner of application or otherwise;

5.2 To apply the income of the Charity in the promotion of the Charity's objects in such manner as the Trustee thinks fit;

5.3 To pay all or any part of the capital or accumulated income of the Charity in promoting the Charity's objects;

5.4 To subscribe to become a member of or support in any lawful way any charitable body having objects similar to that of the Charity and to affiliate or otherwise associate with any such body;

5.5 To employ all such agents, servants or other staff as may be required for the purposes of the Charity and to pay any such person such salary, wages, fees or commission as the Trustee considers reasonable;

5.6 To grant pensions and retirement benefits to or for employees or former employees of the Charity and to the widows children and other dependants of deceased employees and to pay or subscribe to funds or schemes for the provision of pensions and retirement benefit for employees and former employees of the Charity, their widows, children and other dependants;

5.7 To acquire and undertake all or any part of the property, assets, liabilities and engagements of any persons, corporations, societies or other bodies pursuing any charitable object which the Charity is authorised to pursue;

5.8 To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges necessary for the promotion of its objects, and to construct, maintain and alter any buildings or erections necessary for the work of the Charity;

5.9 To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Charity as may be thought expedient with a view to the promotion of its objects;

5.10 To borrow or raise money for the purposes of the Charity on such terms and on such security as the Trustee may think fit;

5.11 To invest the moneys of the Charity not immediately required for its purposes in or upon such investments, securities or property as the Trustee may think fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;

5.12 To insure and arrange insurance cover and indemnify as the Trustee may think fit the members of the Charity and the Charity's and Trustee's officers, employees and voluntary workers from and against all such risks as may be incurred in the course of their duties (other than liability for breach of trust or fiduciary duties), including but not limited to claims by or on behalf of all visitors to land or premises access to which is controlled by the Charity and to allow such persons to benefit from such insurance;

5.13 To insure and arrange insurance cover for any property or assets owned or under the control of the Charity from and against such risks as may be thought fit and up to the full value of the property or assets;

5.14 To charge the proper expenses of the Trustee to capital or income;

5.15 To do all such other things as will further the attainment of the Charity's objects;

Provided that:

5.16 In case the Charity shall take or hold any property which may be subject to any trusts, the Trustee shall only deal with or invest the same in such manner as it allowed by law, having regard to such trusts;

5.17 The objects of the Charity shall not extend to the regulation of the relations between workers and employers or organisations of workers and organisations of employers;

5.18 In case the Charity shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Trustee shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by Law.

## **6. APPLICATION OF INCOME AND PROPERTY TO OBJECTS OF THE CHARITY**

The income and property of the Charity shall be applied solely toward the promotion of the objects of the Charity as set forth in this Constitution and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Charity.

Provided that nothing herein shall prevent any payment in good faith by the Charity:

6.1 of the reasonable and proper expenses of the Trustee or of its directors incurred by it or them when acting on behalf of the Charity;

6.2 of reasonable and proper remuneration to any officer or servant of the Charity not being a director of the Trustee;

6.3 of interest on money lent by any member, officer or servant of the Charity or of the Trustee at a reasonable and proper rate;

6.4 of reasonable and proper rent for premises demised or let by any member, officer or servant of the Charity or of the Trustee;

6.5 for goods or services to any firm or company of which a director of the Trustee may be a member and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.

## **7. SURPLUS ASSETS ON DISSOLUTION**

If upon the dissolution of the Charity there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Charity but shall be given or transferred to some other charitable institution or institutions having objects similar to all or any of the objects of the Charity, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Charity under or by virtue of this Constitution, such institution or institutions to be determined by the Trustee at or before the time of dissolution, and in so far as effect cannot be given to such provision, then to some other charitable object.

## **8. APPOINTMENT OF DIRECTORS OF THE TRUSTEE AND OFFICERS OF THE CHARITY**

8.1 The members of the Charity may from time to time nominate individuals to act as Board of Directors of the Trustee such nominations being subject to the requirements of clause 8.2

8.2 The Board shall consist of representative directors and independent directors, not exceeding 18 in total, as hereinafter provided.

8.2.1 Representative Directors - Landowners. Representative directors may be nominated by Landowners (or the Landowners' trustees) so long as there exists a Management Agreement between the relevant Landowner (or the Landowners' trustees) and the Charity. The number of Landowner representative directors shall not exceed four. Three representative positions shall be reserved for major Landowners: one for Albury Estate, one for Shere Manor Estate and one for a third landowner to be appointed at the discretion of the Trustee acting by its directors. The fourth representative position shall be made available to the remaining Landowners acting together who shall nominate a Representative Director from amongst their number. The name of the representative appointed in this way shall be notified in writing from time to time to the Board.

8.2.2 Independent Directors. Up to fourteen Independent Directors shall be elected **nominated** by the Members of the Charity at the Annual Meeting.

8.2.3 The names of any candidates for nomination as Independent Directors of the Board, duly proposed and seconded by two Members of the Charity and accompanied by written confirmation of their willingness to serve, shall reach the Board of Directors of the Trustee not less than 14 days before the date of the Annual Meeting at which their candidature is to be considered;

## **9. MEMBERS**

9.1 Any person over the age of 18 who supports the objects of the Charity and subscribes or makes donations to the Charity on a regular basis or who applies to become a Member of the Charity and wishes to be recorded as such and who is duly recorded as a Member by the Trustee will be entitled to receive notice of and to attend and vote at the Annual Meeting of the Charity. Members will also be entitled to receive notice of and to attend other meetings and functions of the Members as from time to time convened or arranged and will also receive newsletters and other communication prepared for Members. A Member may resign as such by written notice to the Trustee. A Member will cease to be a Member if he fails to renew his subscription or donation to the Charity on a regular annual basis. The Charity shall be entitled to refuse to accept donations from Members and to call for the resignation of a Member who shall cease to be a Member on receiving written notice from the

Trustee. Only a Member shall be entitled to attend any Annual or Special Meeting of the Members unless he be invited to attend by the Chairman of the Charity or unless he is a member or officer of the Charity or of the Trustee.

9.2 An Annual Meeting of Members will take place once in every calendar year at such time and place as the Trustee shall decide. Not more than 18 months shall elapse between the date of one Annual Meeting and the next.

9.3 Resolutions for consideration at an Annual Meeting shall be submitted to the Trustee signed by at least 5 Members not less than 42 days before the meeting.

9.4 The ordinary business to be transacted at an Annual Meeting shall comprise:

9.4.1 The consideration of the Trustee's report on the activities of the Charity for the year;

9.4.2 The consideration of the Ranger's Report;

9.4.3 The consideration of the Charity's accounts;

9.4.4 The election of members of the Board of Directors of the Trustee;

9.4.5 The appointment or re-appointment of the Auditor or Independent Examiner;

9.4.6 The consideration of any resolution proposed by the Trustee or any two Members of the Charity and of any resolution notified in accordance with Article 9.3.

9.5 A Special meeting of the Members may be called by:

9.5.1 the Trustee; or

9.5.2 any five Members.

The notice of the meeting shall set out the text of any resolution to be proposed at the meeting and the meeting shall be called for a date not later than forty two days after the request.

9.6 Subject to the foregoing, meetings of the Members shall be held at such time and place as the Trustee shall determine and shall be called on behalf of the Charity by the Directors of the Trustee giving at least twenty-one days clear notice in writing to each Member. Notices shall contain details of the business to be discussed and the text of any resolutions which, in the case of an Annual Meeting, have been submitted in accordance with Article 9.3 and, in the case of a Special Meeting, are contained in a request under Article 9.5.

9.7 With every notice convening an Annual Meeting, the Directors of the Trustee shall send a copy of the audited accounts for the last completed financial year together with a report on the Charity's activities since the previous Annual Meeting.

## **10. PROCEEDINGS AT MEETINGS OF MEMBERS**

10.1 The quorum for transaction of business at any meetings of Members shall be five persons registered as Members.

10.2 The Chairman of the Trustee Board of Directors shall preside as Chairman of every meeting of Members. In the absence of the Chairman within fifteen minutes of the start of the meeting, or if there is no Chairman or none willing to act, the Members present may choose another Member to act as Chairman.

10.3 Each Member shall have one vote. Voting shall be conducted in accordance with rules laid down by the Chairman of the Trustee. In the absence of any rules voting shall be by show of hands.

10.4 In the case of any equality of votes, the Chairman of the meeting shall have a second or casting vote.

10.5 No resolution may be passed at a meeting of Members unless due notice to Members has been given in accordance with this Constitution. Inadvertent failure to give notice of meeting to any one or more of the Members shall not invalidate the proceedings at the meeting.

10.6 The proceedings of meetings of Members shall not be invalidated by any failure to appoint or by the defect in any appointment or qualification of any Member.

## **11. FINANCE**

11.1 The Trustee shall keep proper records of the Charity's financial affairs.

11.2 Annual accounts shall be prepared to 31st October or such other day in the year as may for the time being be prescribed at a meeting of Members. The accounts shall be audited by one or more auditors appointed at the Annual Meeting of Members.

11.3 The Charity shall open and maintain a bank account or accounts with such bank or banks as the Trustee shall from time to time select. Every account shall be under the control of the Trustee..

11.4 The Trustee shall comply with their obligations under the Charities Act 2011 (or any statutory re-enactment or modification of that Act) with regard to:

11.4.1 the keeping of accounting records for the Charity;

11.4.2 the preparation of annual statements of accounts for the Charity;

11.4.3 the auditing or independent examination of the statements of account of the Charity; and

11.4.4 the transmission of the statements of account of the Charity to the Charity Commission.

## **12. ALTERATIONS TO THIS CONSTITUTION**

12.1 This Constitution may be altered by a resolution of a meeting of the Members of the Charity passed by a majority of not less than two thirds of all the Members entitled to attend and vote at that meeting whether or not present or voting at the meeting, provided that:

12.1.1 without the prior approval of a resolution of the Members passed by a two-thirds majority of the Members present and voting at a meeting convened for the purpose no alteration shall be made to this Constitution insofar as such alteration varies or modifies:-

(a) the rights of Members to receive notice of and attend meetings or functions of the Members and the nature of the business conducted at meetings of Members;

(b) the rights of Members to appoint, remove and replace and approve or endorse the appointment of Directors of the Trustee and to approve or confirm the appointment of the Auditor or Independent Examiner;

(c) the objects of the Charity as contained in Article 2

12.1.2 No alteration shall be made which would result in the Charity ceasing to be a charity.

12.2 The Trustee shall promptly send to the Charity Commissioners a copy of any amendment made under this Article.

## **13. INDEMNITY**

The Trustee and its directors shall be entitled to be indemnified out of the Charity's assets against all expenses and liabilities incurred by it or them in or in relation to the execution of its office (but this indemnity shall not extend to liabilities arising from gross negligence, fraud or other misconduct).

## **14. NOTICES**

Any notice may be given to any Member either personally or by sending it through the post in a pre-paid envelope addressed to that Member at the Member's last known address in the United Kingdom. Any notice so sent by post shall be deemed to have been received 48 hours after the time at which it was posted or if sent by facsimile transmission or electronic mail at the expiration of 12 hours after dispatch.

Notices to be given to the Trustee may be sent by hand, by post or by suitable Electronic Means to the Members of the Trustee's contact address shown in the Trustee's register of members or in the case of a Director of the Trustee to his or her latest contact address notified to the Charity.

## **15. DISSOLUTION**

The Charity may be dissolved by a resolution of a meeting of the Charity passed by a majority of at least three quarters of the members present and voting at that meeting. Upon dissolution, the Charity's assets, after satisfaction of liabilities, shall be given or transferred to another charitable body or otherwise as provided in Article 7. A copy of the statement of account or accounts and statement for the final accounting period of the Charity shall be sent to the Charity Commission.

## **16. DEFINITIONS**

In this Constitution:-

16.1 The "Charity" shall mean The Friends of the Hurtwood, a charity registered at the Charity Commission with the registered charity number 200053.

16.2 "Members" shall mean persons recorded as such by the Directors of the Trustee who are qualified as Members as referred to in Article 9.

16.3 "Annual Meeting" shall mean the Annual Meeting of Members to be held as provided in Article 9.

16.4 "Article" means an article of this Constitution.

16.5 "Landowners" means the owners of land who through Management Agreements or otherwise have delegated to the Charity the administration of public access to land owned by them.

16.6 In construing this Constitution the singular shall be deemed to include the plural and the masculine gender shall be deemed to include the female and neuter genders.

16.7 "The Board" or "The Board of Directors" shall mean the directors for the time being of FOTH Trustee Company Limited