

**COASTAL USERS' GROUP**

**CONSTITUTION AND TERMS OF REFERENCE**

**1. Name**

The name of the Group shall be the "Coastal Users' Group" and, unless the Charity Commission shall have determined otherwise, the Group shall act as the Coastal Advisory Group under the Charity Commission Scheme dated .....

**2. Definitions**

- a. The Foreshore is that area of land on the seafront at Hastings and St Leonards which is held on charitable trusts by the Council under Land Registry Title XXXX, as shown on the attached plan.
- b. The Foreshore Trust is the charity registered at the Charity Commission as the Hastings and St Leonards Foreshore Charitable Trust ( No. 1105649) (the Charity).
- c. The Council is Hastings Borough Council

**3. Objectives**

- 1)
  - a. To provide regular communication between users of the Foreshore and the Council, as trustee of the Charity.
  - b. To act as consultee for matters affecting the Foreshore and to be considered by the Charity Committee, when exercising the Council's function as trustee of the Charity, in particular:-
    - The standards or specifications for the maintenance of the Charity's land;
    - The Charity's policy relating to the activities and events arranged or permitted on the Charity's land; and the arrangement or permitting of any activity or event on the Charity's land which is outside the Charity's policy;
    - The Charity's policy relating to the exercise of any power under the Hastings Borough Council Act 1988 or otherwise to manage, let, sell or otherwise dispose of the Charity's property;
    - The exercise, other than in accordance with its established policies, of any power under the Hastings Borough Council Act 1988 or otherwise to manage, let, sell or otherwise dispose of the Charity's property.
- 2) To act as consultee for matters to be considered by Hastings Borough Council affecting Hastings Borough Council land adjacent to or in close proximity to the Foreshore.
- 3) to provide a forum for discussion of matters of concern or interest to the Group pertaining to or affecting the Foreshore

#### **4. Status of the Group**

- a. The Group shall be regarded as an internal body giving advice
  - (i) to the Council, as charity trustee, through its Charity Committee under paragraph 3(1) above;
  - (ii) to the Council in its own right in relation to Council owned land under paragraph 3(2) above;
  - (iii) raising with the Council in either capacity matters discussed under paragraph 3(3) above.
- b. As such, the councillors attending the Group shall not be regarded as sitting on an outside body for the purposes of the Code of Conduct (for Councillors) and having to declare a personal or prejudicial interest when matters relating to or affecting the Group are discussed in the Council.
- c. The Council shall provide administrative services to the Group.

#### **5. Membership of the Group**

- a. The Membership is to reflect those groups and organisations which:-
  - use the Foreshore for leisure and pleasure purposes,
  - are engaged in providing leisure for other users,
  - statutory agencies with responsibilities affecting the Foreshore;
  - those with an interest in the Foreshore;including but not exclusively those shown in Appendix A.
- b. The Membership is not fixed and it may be added to with the agreement of the Group.
- c. Each member shall send one representative or substitute to a meeting of the Group.
- d. Each member shall advise the designated Council officer of the name of its duly authorised representative and substitute.
- e. Each member is expected to
  - contribute positively towards the workings of the Group; and
  - at all times keep in mind that the Foreshore is held for the common use, benefit and enjoyment of Her Majesty's subjects and the public generally, and for those purposes permitted by the Hastings Borough Council Act 1988.
- f. Membership of the Group is permanent. However, a member may be expelled from membership of the Group by resolution of the Group at a General Meeting, approved by not less than two thirds of the members present and voting, if in their opinion the member has conducted itself in such a way as to compromise or conflict with to the objectives of the Group.
- g. Likewise a member's representative may be removed from the Group and the member will be given the option to appoint a different representative or leave the Group
- h. In both cases the member will be given the opportunity to answer the allegations before a meeting of the Group, called

with no less than 10 working days' notice to the member concerned.

## **6. Meetings of the Group**

- a. There shall be an Annual General Meeting of the Group at a time and place to be agreed by the Group and not less than 15 working days' notice of the meeting shall be given to members, specifying the business to be transacted. The Annual General Meeting shall be open to the public who may attend to observe.
- b. A member may give notice to the secretary of a proposal which must be seconded by another member and delivered to the secretary within 15 working days of the meeting. The secretary shall then give notice to each member of the extended agenda for the meeting within 10 working days of the meeting.
- c. The Group shall be chaired by the designated Council officer.
- d. General meetings of the Group shall be held not less than quarterly and additional meetings may be called at any time by the chair or on a written request signed by not less than 8 members of the Group stating the item or items for discussion. The agenda shall be agreed by the Chair and shall be sent to the members at least 5 working days before the meeting.
- e. Each agenda shall have an item for "Any other business".
- f. The Group will always try to reach a consensus without taking a vote, though there will be occasions when this will not be possible. Each member of the Group shall have one vote, which shall be exercised by the duly nominated representative of the member or substitute.
- g. Quorum for meetings shall be 12 members who are entitled to vote.
- h. Minutes of meetings of the Group will be circulated to members and such items as shall be agreed by the Group shall be forwarded to the Charity Committee as a recommendation or for noting.
- i. The Group may set up sub-groups to investigate and report back to the Group on matters referred to the Group for consultation purposes. Any response to consultation by the Charity Committee shall be agreed by the Group in a meeting.

## **7. Conflict of interest**

- a. If any member or a representative of a member present at a meeting has a private or personal financial interest, or his/her employer, partner, business associate, relative or close friend has such an interest in any matter to be considered at the meeting, he/she as soon as practicable after the start of the meeting shall disclose the fact to the meeting. The member affected may make representations to the Group and answer questions from other members of the Group but then shall leave the room and take no part in the discussion or voting.
- b. Failure to abide by the rule in paragraph 7.a., may result in action under paragraphs 5 f and g above

## **8. Changes to the Constitution**

a. This Constitution may be amended by a two thirds resolution of those present and voting at the AGM or a meeting convened for the purpose. Notice of the proposal shall be given as in paragraph 6. b. above.