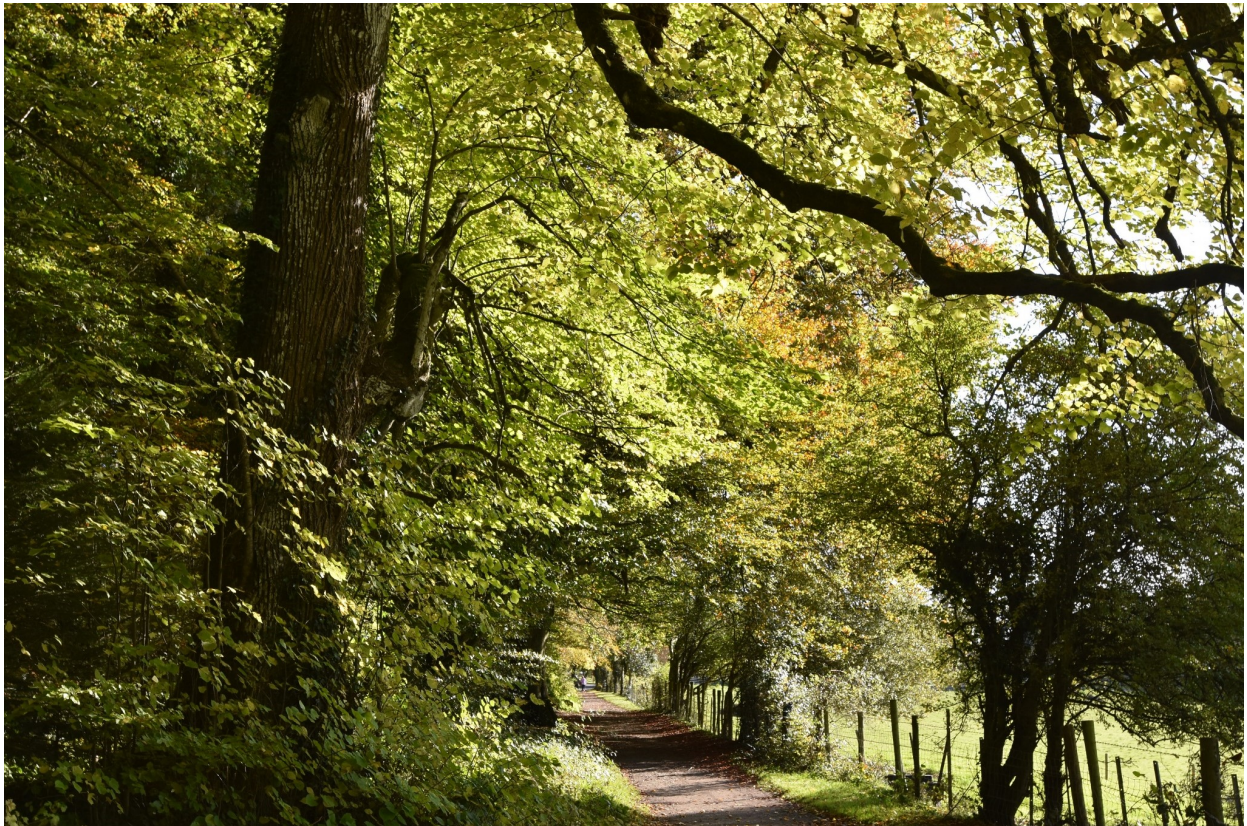


Terms of Reference

Lagan Valley Regional Park Limited
Updated October 2021



Terms of Reference for Lagan Valley Regional Park Limited

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Section 1 - Introduction to the Lagan Valley Regional Park

1.1 Origins and Scope

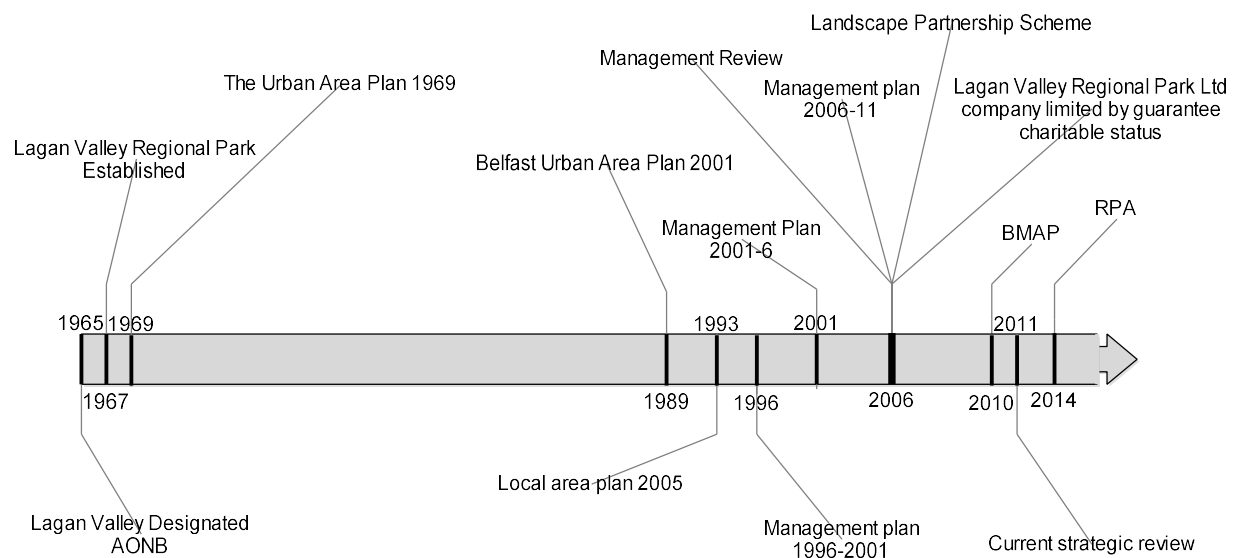
The Lagan Valley was designated one of Northern Ireland's first Areas of Outstanding Natural Beauty under the Amenity Lands Act (NI) 1965. The Lagan Valley Regional Park (LVRP) was established in 1967 with two key objectives of:

- **Conserving the landscape quality and features of the Lagan Valley**
- **Promoting its quiet enjoyment by the public.**

These key aims form the basis on which the Regional Park was founded and from which our early aims were developed:

- **To protect and enhance the unique landscape character and features of Lagan Valley Regional Park.**
- **To conserve and interpret the area's biodiversity, historic buildings, monuments and cultural heritage.**
- **To promote the appreciation and quiet enjoyment of the Park for the benefit of the general public.**

Since it became established, the Regional Park and its partner organisations have developed a number of documents that have served to guide the management structures and staff in realising these key aims.



1.2 Planning

The Local Area Plan was developed in 2001 with specific policies relating to protection of Lagan Valley Regional Park, from 2005 work began on the Belfast Metropolitan Area Plan which was to incorporate planning and development into a single overarching strategy. Those policies relating to protection of the Regional Park were revised and included into BMAP. BMAP was adopted in 2015 but has faced political challenges and following the review of public authorities, planning responsibility was shifted to local councils. The development of planning in the 11 council areas across Northern Ireland has been informed by Local Community Plans (LCP's) which are driven by community needs. The new planning policy will be developed in the Local Development Plans (LDP's). At present these have reached draft stage in both the council areas for Lagan Valley Regional Park.

The first management strategy for Lagan Valley Regional Park was published in 1996 and has been superseded by further management plans, each providing a base of reference for the next. The latest management plan is our five-year plan from 2017 – 2022. This has incorporated actions from a recreation strategy (2005), an interpretation strategy (2008) and a landscape strategy (2001).

1.3 A 10 year Strategic Vision

In 2012 the Regional Park undertook a strategic review and during the review process the raison d'être of the Park was scrutinised in order to develop the new companies Memorandum of association. From the memorandum of association and a set of key aims could be teased out which are more practical as a working document and from these our mission statement developed with a broadly similar ethos to those aims that the Park became established with in its inception in 1967

These three guiding documents are an ideal place to start when reviewing where the Park is today and how it may best realise its future potential. When the memorandum of association was being drafted during the management review, a comprehensive review of what the Regional Park does as an organisation was undertaken. The memorandum of association subsequently developed is therefore extremely broad in remit and offers adequate scope for the Park to adapt its key aims and mission statement and to develop a future vision.

Our new vision emerged from this process as:

We will protect and conserve the unique landscape character of Lagan Valley Regional Park and the Lagan Valley AONB, enhance its biodiversity, cultural heritage and promote its benefit to visitors and the community.

Our aims were sharpened and clarified into 8 key aims from our memorandum of understanding:

- 1. We will proactively conserve and manage the biodiversity in the Regional Park**
- 2. We will support and facilitate ongoing research and education about the area's biodiversity and heritage**
- 3. We will encourage the involvement of the community and to develop volunteering in the Regional Park**
- 4. We will maintain and enhance the landscape quality of the Regional Park for the benefit of all**
- 5. We will proactively conserve and manage the cultural and built heritage of the Regional Park**
- 6. We will promote the benefits of green open spaces with the area for health and wellbeing**
- 7. We will support appropriate recreation activities, events and the development of sustainable tourism for the benefit of region**

8. We will increase public awareness of the natural and cultural heritage throughout the region

And hence we were able to define our vision for the future of the park for the next 10 years taking us to 2023

A Park that offers a thriving, diverse and valued riverside heritage that welcomes exploration, learning and enjoyment whilst ensuring a sustainable environment for all.

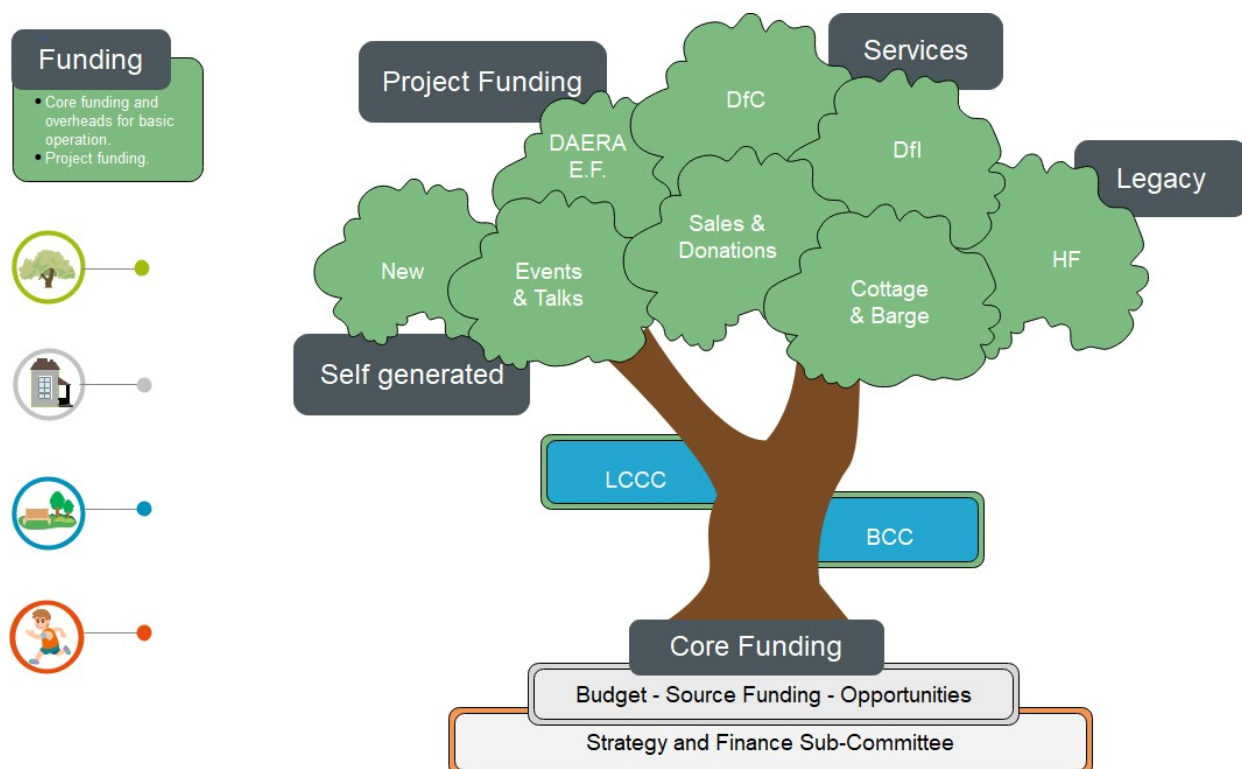
In doing this we will focus on 6 key focus areas of:

- Biodiversity
- Visitors
- Community
- Landscape
- Heritage
- Health and Recreation

The full version of our strategic vision is available in hard copy from our office or in electronic format on our website.

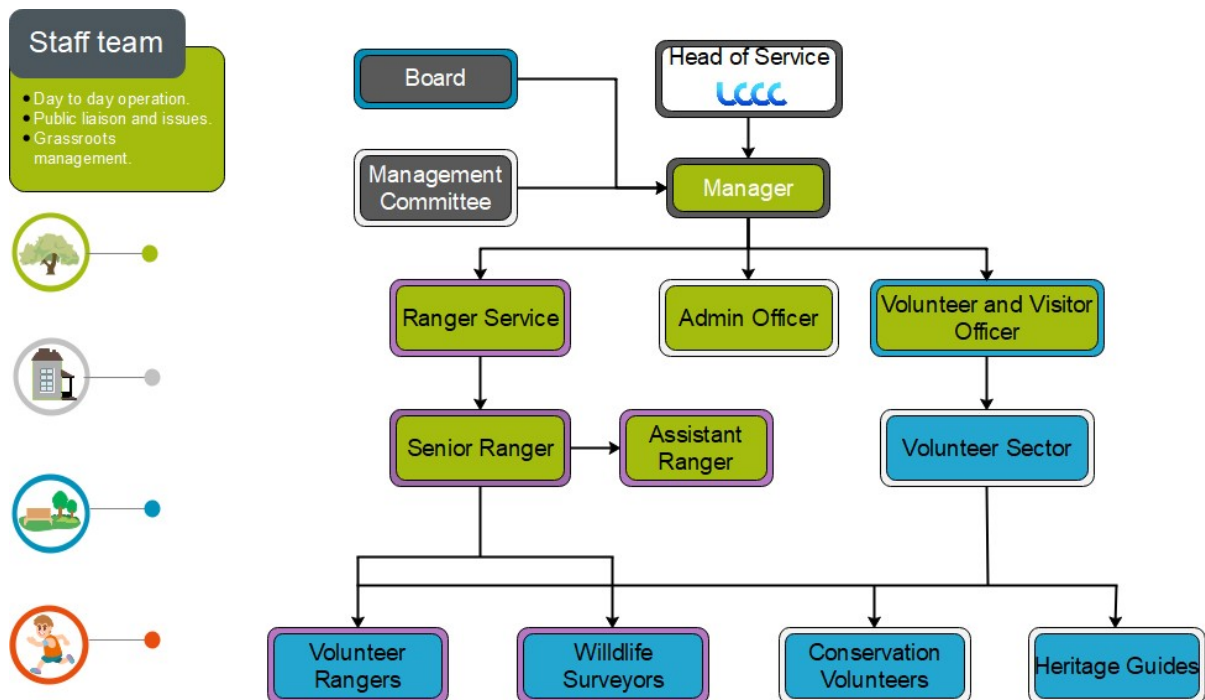
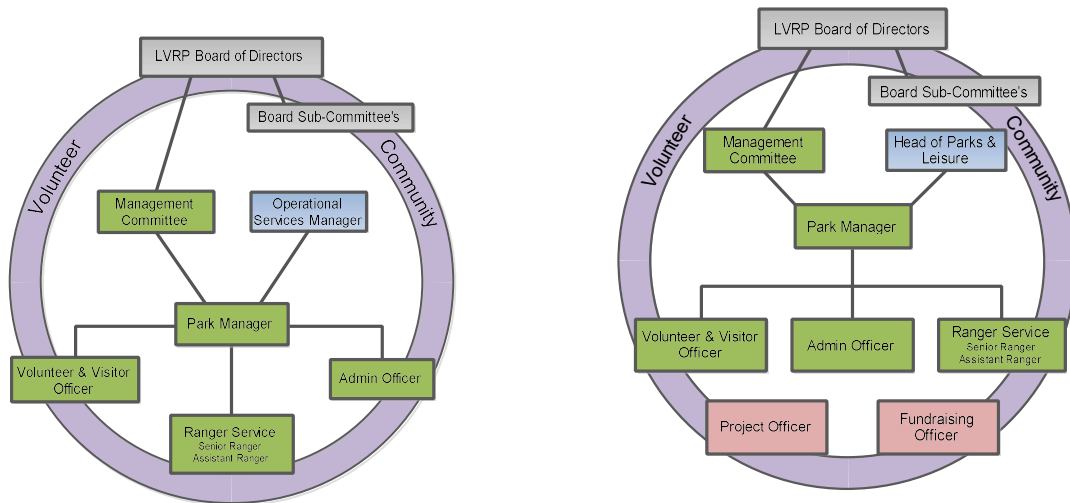
1.4 Funding

Lagan Valley Regional Park has received its main funding equally from Belfast City Council and Lisburn and Castlereagh City Council through service agreements. The Department for Infrastructure, through their inland waterways branch provide the next biggest pillar of support through an operational services agreement. Other funders include Legacy funding from a past HLF landscape partnership scheme, Department for Communities, Built Heritage, through an operational services agreement at the Giants Ring monument. The Regional Park also has a separate operational agreement for services provided in managing the office space and opening the two heritage features on site (cottage and barge) to the public. DAERA Environment Fund offers some project work, where projects support government targets. The Regional Park along with others in the environment sector has been beset by several government cuts in recent years, most notably from DAERA, the first in 2010 and again in 2014 and 2015.



1.5 Management and Staff Structures

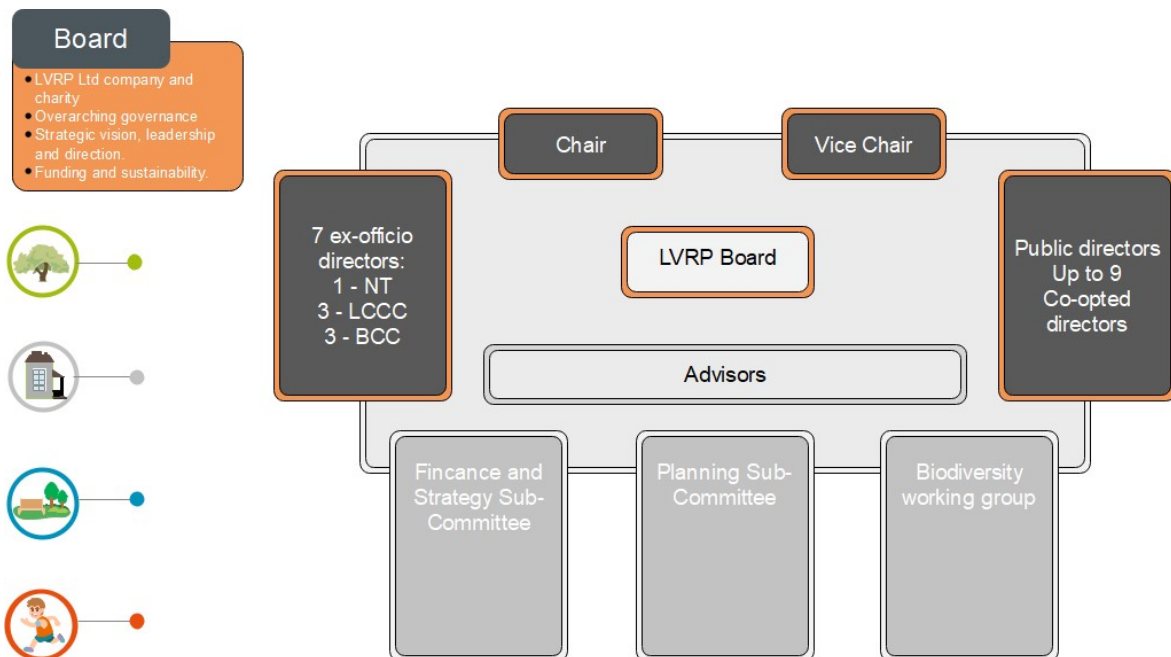
The Regional Park is managed by 4.5 FTE staff with support from the volunteer sector.



1.6 Board of Directors

The Articles of Association defines the composition of the Lagan Valley Regional Park Limited as its Board of Directors. Within the scope of the Articles of Association, LVRP Ltd has 7 ex-

officio directors (directors nominated from another organisation or council and up to 9 public directors who ideally represent the 6 areas below making a board comprised of 16 directors. The articles of association state that the board must comprise a minimum of 10 and a maximum of 18 directors giving scope to co-opt two above the normal if needed.



Public directors may come from the wider public and users or may represent an interest group, friends group or from our volunteers and are selected to sit on the Board as a director in accordance with our Articles of Association (appendix II) and our policy on recruitment and selection (sections 2 and 3). Whilst the 6 categories best represent the range of interests that would most benefit the Park, representatives may come forward without specific interest in these areas.

1.7 The Management Committee

The Management Committee is composed of representatives of the bodies which directly core fund the Park. It also includes other members who make a financial contribution towards costs and provide support in other ways or who have executive powers in key areas of the Park.

The Management Committee is the main vehicle for organisations to co-ordinate their management work on the ground within the Regional Park. The members work with each other and through the Park Manager and staff to ensure effective co-ordinated management, along with the implementation of the 5-Year Action Programme. It should be pointed out

however, that significant areas of management within the Regional Park are outside the control of the Management Committee since not all the main bodies with executive powers are represented.

The primary role of the Management Committee, acting within the framework of the management plan, is to steer the work of the Regional Park staff and co-ordinate the management of those areas of the Park for which the organisations represented are responsible.

The Management Committee is made up of the following representatives:

- Northern Ireland Environment Agency
- Belfast City Council
- Castlereagh and Lisburn City Council
- Department of Culture, Art and Leisure
- The National Trust
- Forest Service
- Transport NI
- Sustrans
- Ulster Wildlife Trust
- Lagan Valley Regional Park

The Management Committee may also invite other organisations to attend meetings when appropriate to their organisation.

In carrying out this role the Management Committee is responsible to the Board of Directors, the latter body is responsible for the area of policy development while the Management Group has a supportive and executive role.

The Regional Park staff are deployed to ensure the effective delivery of the agreed Management Strategy, to co-ordinate the individual agencies work on the ground and to build on their management operations on a basis of additionality. Overall, their aim and that of the Management Committee is to add value to management operations carried out by the many players in the Regional Park and to build on and enhance the work carried out on the ground.

1.8 Membership

The Articles of Association define the membership of the Park as being the 15 directors and outlined above. This is the minimum number of members of the company.

Note: The articles of association originally defined the membership as 30 with 14 directors and 16 non directing members, the structure was reviewed in 2010/11 and at a special AGM held on July 2011, it was decided to make the structure simpler and following public interest, introduce a 'friends of' group.

1.9. 'Friends of' group

The 'friends of' Lagan Valley was set up by a mixture of local people who wanted to get involved more with the Regional Park, volunteers, staff and partner organisations.

The friends group was set up in 2011 and

The 'Friends of' Lagan Valley was established to help facilitate the involvement in the park of a wider range of people who are interested what the Regional Park does. The 'friends of' group also forms a network of people from various interests, who can interact socially at special events organised exclusively for the friends of group. The friends of Lagan Valley also provide a forum to support the Regional Park in our mission statement:

'... to protect and conserve the unique landscape character of Lagan Valley Regional Park and the Lagan Valley AONB, enhance its biodiversity, cultural heritage and promote its benefit to visitors and the community.'

This revised mission statement is closely based on the original key aims on which the Regional Park was founded in 1965.

- To protect and enhance the unique landscape character and features of Lagan Valley Regional Park.
- To conserve and interpret the area's biodiversity, historic buildings, monuments and cultural heritage.
- To promote the appreciation and quiet enjoyment of the Park for the benefit of the general public.

The 'friends of' group is open to all. It is means by which the wider public and users can get involved in the Park, contribute to running the park and share common interests. Through their subscription fees 'Friends of' Lagan Valley are contributing to safeguarding the Regional Park, its unique landscape and features. The 'friends of' group will be able to get involved and discuss issues with one of the public representatives on the board at exclusive events and meetings.

'Friends of' group at a glance:

- **Support Lagan Valley Regional Park and its future management and protection**

- Help us lobby and respond to issues relevant to the management of the Lagan Valley
- Nominate to the Board of Directors of Lagan Valley Regional Park Ltd
- Get involved in conservation tasks, recreation and social events, guided walks and talks
- Receive electronic and printed material about the Regional Park and its activities
- Get discounts on certain publications sold by the Regional Park
- Alert the Park to issues of concern

1.7 Landscape Partnership Scheme

The Landscape Partnership Scheme was funded by a grant provided by the Heritage Lottery Fund, afforded to areas which have a distinguished landscape. Lagan Valley Regional Park secured a Stage 2 award from the Heritage Lottery Fund for a grant of £1,617,000. The total budget of the LVRP-LPS was £2,279,529 over 5 years. In practice the project ran over into year 6, but this did not affect its overall budget. The scheme involved a partnership between 15 partner organisations. This project employed 3 full time and 1 part time staff members – Project manager, Volunteer & Education officer, Information officer & Administration officer (PT). The programmes delivered under the Landscape Partnership Scheme were grouped together under six schemes:

- Interpretation Development
- Species survey and conservation
- Habitat management and enhancement
- Volunteer and community participation
- Built heritage restoration
- Urban Improvements

The single biggest long term change to the Regional Park that has been brought about by the Lagscape project has been the involvement of the volunteer sector in all levels of the Regional Park and has meant that we are now a Park with people at its heart.

Section 2 – Managing Risk

2.1 Areas of risk

Lands within LVRP boundary

A range of issues can arise over access to land. The Regional Park doesn't own any land within the designated area. Land ownership is spread across Government departments, Local Councils, NGO's and private.

Each land owner is liable for any litigation on their land

Structures within LVRP boundary (bridges, benches, buildings etc.)

The Regional park does not own any large structures; buildings, bridges etc

We own signs and sign posts

We do not own any benches

Each land owner is responsible for the structures they own on their land

Staff activities

Includes all activities staff provide: normal duties, events, projects

Staff are insured under LCCC's Employers Liability insurance

Risk assessments for all activities – PPE provided as identified

Safe systems of work recommended

RA's and SSW's are reviewed annually – last reviewed in April 2019

Incident Reporting

Incidents are reported through via a standard LCCC form and recorded on the SHE system.

Volunteer activities

Volunteers are insured under LCCC's Employers liability insurance

Risk assessments for all activities – PPE provided as identified

Safe systems of work recommended

RA's and SSW's are reviewed annually – last reviewed in April 2019

Volunteer policies are reviewed every three years – last reviewed May 2019

Outside group events

Events should be agreed with land owners

The Regional Park may not always be aware of the variety of events that take place on partners land.

Where events and activities take place and the organisers do not seek owner's permissions, they assume their own liability and risk

Insurances

All of LVRP's activities are insured through LCCC, we pay a fee each year for our own apportionment of these insurances; this includes:

- Employer's Liability insurance
- Employees' Liability insurance for staff (Park Manager, Administration Officer, Senior Ranger, Volunteer and Visitor Officer and Assistant Ranger and other relevant staff)
- Public Liability insurance
- Professional indemnity insurance
- Insurance for office accommodation and damage or liability under the office lease
- Environmental insurance
- Cyber insurance
- Engineering Inspections
- Motor insurance
- Fidelity (internal crime) policy
- Commercial All Risks

Activities and decisions of the trustees

Professional Indemnity for the LVRP board is included in the suite of insurances we pay for through LCCC

Children and adults at risk

We do not take on a supervisory role for children under 18 or adults at risk. However we do and can provide activities for children and vulnerable adults, provided they are under supervision.

LVRP adheres to and falls under LCCC policy and directives

Equipment maintenance

Vehicles – in house checks and visual inspection prior to use maintained through LCCC workshop, with quarterly safety checks and annual PSV

Power tools – in house checks and visual inspection prior to use and external service every 5 years

Bicycles – in house checks and visual inspection prior to use service every 3 years

Hand tools – in house and visual inspection prior to use

Canoe - in house checks and visual inspection prior to use

Office premises

LVRP undertake to carryout fire alarm tests and fire log checks each week as part of agreement with BCC. We also include weekly water flushing registers in this.

Section 2 - Policy on membership

2.1 Membership of Lagan Valley Regional Park Ltd

The membership of the Park is defined as the 15 directors and outlined above. This is the maximum number of members of the company.

2.1 Ex-Officio (Nominated) Directors (9 Directors - see section 1.4)

2.1.1 The term of nominated directors is determined by their nominating organisation. There is no limit to the term. As and when a nominating organisation changes its staff or membership that organisation should nominate a replacement representative for the board. Where no nominated replacement is received, the Park Office shall request a replacement nomination.

2.1.2 Letters shall be sent to the organisation of any nominated member who has failed to attend meetings for more than one year asking if they wish to nominate an alternative director.

2.2 Interest Group Directors (6 Directors - see section 1.4)

Interest Group membership of the Lagan Valley Regional Park Limited Company shall last for two years from the time of approval by the selection sub-committee (there is no restriction to the number of years the same member can be nominated).

Should an interest group director hold a position of office on the board, their membership will be reviewed at the appropriate AGM.

2.3 Review of Interest Group Directors

Interest Group membership of LVRP Ltd will be reviewed every two years (first review to take place in 2012, then every two years hence). The membership review will take place at a pre-AGM Board meeting and should include:

- I. An update of the state of Interest Group directors at that time, vacancies, time in office etc.
- II. Any Interest Group Directors unable to attend, but who intend to continue in post, should make this known to the board for consideration.

2.4 Special 'Friends of' Meeting

It was envisioned that a special 'friends of' group meeting should be held at least every two years, during which those interest group directors would be available and any potential new

directors can come forward. In practice however the 'friends of' group has had reduced interest.

Section 3 - Policy on conflicts of interest

3.1 Conflicts of Interest

3.1.1 A conflict of interest is a situation in which outside interests affect or are perceived to affect the ability of an individual to make fair and impartial decisions on behalf of the organisation. A conflict of interest can exist when:

- opportunities for direct material gain are involved;
- close associates or family members stand to benefit;
- personal, professional, or other affiliations interfere with fair and impartial judgments; or
- personal interests or loyalties conflict and compete with those of the organisation.

Conflicts of interest can be both real and perceived, including situations in which self-interest seems to play a role even if no actual wrongdoing is involved. They can involve anyone, but it should be noted that they are particularly common on boards whose members are influential people with many ties in the community.

3.1.2 A director of a company must avoid a situation in which they have, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the company. This applies in particular to the exploitation of any property, information or opportunity (whether or not the company could take advantage of the property, information or opportunity).

3.2 Declaration of Interest

A director of a company has a duty to declare interest (direct or indirect through a person connected) in a proposed transaction or arrangement with the company. A declaration of the nature and extent of the interest should be disclosed in writing or minuted as part of a meeting.

3.3 Procedure where conflict of interest is declared

Person(s) who declares a conflict does not partake or become involved in the discussion and leaves the room.

Section 4 - 'Friends of' group

4.1 Eligibility

Membership of the 'Friends of' group is open to all members of the public who apply and pay the subscription and who support the aims and objectives of the Regional Park.

4.2 Subscriptions

Subscriptions are outlined in the application form and funds raised will be used to help the Regional Park protect, promote and provide services in the Park.

Subscriptions are annual and are payable in September each year.

4.3 Events

The 'Friends of' group is encouraged to develop its own events, walks and social activities in accordance with the aims and objectives of the Regional Park. All such events should be discussed with the Park office in advance.

4.4 Public Directors of the Board

4.4.1 Members of the general public and 'Friends of' group may apply to become Public Directors on the board. Members of the 'Friends of' group wishing to serve as Public Directors on the Lagan Valley Regional Park Limited Board should submit an application form. Applications will only be considered from those supplying two nominations from either existing Directors of the Board or from existing members of the 'Friends of' group. Completed applications should be returned to the Park Office.

4.4.2 The term of office for Public Directors is two years. The next review of appointments will take place at the AGM in September 2012.

4.4.3 It is anticipated that each of the Public Directors will have an interest in or be willing to represent one of the following areas:

1. Recreation and User Groups
2. Community
3. Rural Enterprise and Business
4. Built Heritage
5. Natural Heritage
6. Volunteering

4.4.4 Where recruitment is not possible in any one of these areas, consideration will be given to accept Public Directors not affiliated to any of these.

4.4.5 Application forms will be reviewed at the Board meeting immediately prior to the AGM by the selection sub-committee. The sub-committee reserves the right to decline an application

where the appointment of the applicant is deemed not to be in the best interest of the Regional Park.

4.4.6 All newly appointed directors will need to register (through the Park Office) with Companies House as a Director of Lagan Valley Regional Park Limited.

4.4.7 Positions of Public Director are only open to individual members of the 'Friends of' group.

Section 5 - Policy on Recruitment

5.1 Application interest group directors

Recruitment applies only to the 6 interest group directors as the other 10 are nominated by partner organisations (section 1.4). Interested parties should apply by standard application form (Appendix III).

Eligible applicants must already be members of the 'friends of' group.

5.2 Selection

5.2.1 Forms will be assessed by a selection sub-committee with executive powers from the board of directors acting in the interest of Lagan Valley Regional Park Limited. The selection sub committee will then make recommendations to the Board and the new directors will be ratified at the AGM.

5.2.2 Where there is more than one interested party applying for the same director's post the successful applicant will be elected by voting. In the event of a tie, the selection sub committee's recommendation will settle the vote.

5.3 Appointment of directors

5.3.1 The initial appointment of directors from public interest groups is defined in the articles of association under article 37 where directors were appointed by interview.

5.3.2 New directors from public interest groups shall be decided upon within that group, normally by nomination and/or a vote. The appointed director shall then represent that group at board meetings and shall be responsible for the level of engagement of its group members in the governance of the Park. Selection will be through a selection sub-committee of the board.

5.3.3 The term of office of directors appointed from public interest groups shall run for two years. At the end of this term the group shall meet to review the director representing their group, whereupon they will be required to re appoint a representative.

5.4 Membership groups

Membership of the Regional Park will be in the following six groups:

1. Recreation and user groups
2. Community
3. Rural Enterprise and business
4. Built Heritage
5. Natural Heritage
6. Volunteering

5.5 Representation

Each group will have one representative who will become a co-opted director representing them at the board of directors.

5.6 Membership of each group

Each group will have a maximum membership which should be reviewed every two years at the AGM

1. Recreation and user groups
2. Community
3. Rural Enterprise and business
4. Built Heritage
5. Natural Heritage
6. Volunteering

Section 6 - Policy on provision of information for and linkages to outside organisations and publicity

6.1 Mission, Vision and Values

When working with partner organisations we aim to realise our key aims that are encompassed on our mission statement;

We will protect and conserve the unique landscape character of Lagan Valley Regional Park and the Lagan Valley AONB, enhance its biodiversity, cultural heritage and promote its benefit to visitors and the community.

6.1.1 Lagan Valley Regional Park will not promote any organisations or groups whose activities or policy detract from our ability to meet our mission, vision and values as outlined in our strategic vision.

6.1.2 In general when providing information on outside organisations it will be our aim to promote the event rather than the organisation.

6.2 Commercial enterprise verses non-commercial enterprise.

6.2.1 Lagan Valley Regional Park will only promote those organisations or groups who are non commercial or non profit organisations, except where that organisation or its activities are mutually supportive of our aims and objectives either in our mission statement above or in our active management plan.

6.2.2 An exception to 4.2.1 above are those organisations who might have commercial interests on a broader scale, but who's activities within the boundary of Lagan Valley Regional Park are not for profit, provided they do not have a detrimental effect on biodiversity, landscapes and the goals of protection and quiet enjoyment, as per our mission statement.

6.2.3 Consideration may be given to organisations operating commercially if it can be demonstrated that they support or help us to achieve our strategic goals and do not have a detrimental effect on biodiversity, landscapes and the goals of protection and quiet enjoyment, as per our mission statement.

6.3 Printed Material.

Because of the cost of printing and space, the extent of the promotion Lagan Valley Regional Park can afford to outside organisations, in its own publications, will be limited in terms of the amount of text allocated to each group.

6.4 Website.

It is the aim of the website to provide the visitor to the park as broad a range of options as possible. As such the website may display lists of services such as activity providers, places to eat and places to stay. However, the Park will not link to, or promote organisations that would be in conflict with our aims and objectives either in our mission statement above or in our active management plan.

In the event that further promotion is sought, space will be limited per company and will be charged.

6.5 Other promotion

Lagan Valley Regional Park Limited can promote any organisation or group who can demonstrate that they are working in partnership with the Lagan Valley Regional Park Limited through events, where that organisation or its activities are mutually supportive of our aims and objectives either in our mission statement above or in our active management plan.

6.6 Sponsorship from commercial enterprises

Whilst the Regional Park is open to sponsorship from commercial enterprises, any sponsorship should be led by the Regional Park in accordance with its signage and promotion strategy. Sponsors should then be invited to promote goals driven by the Park rather than being led by sponsors

6.7 Governance

The Management Committee and Board of Directors' reserve final say on all promotional links and content.

6.8 Release of information to the press and other parties

The Park will release information to the press and other parties only through the Park Office following a standardised format or by other prior agreement from the Board. Individual directors, advisors, volunteers or Interest Group Members may not issue any statements on behalf of the Regional Park. Any press releases from outside organisations require approval from the Park Office prior to their release.

Section 7 – Finance and Reserves Policy

7.0 Finance controls

LVRP finances are managed through Lisburn and Castlereagh City Council's finance department. All of LVRP finances will adhere to the protocols and procurement policies of the Council. Some funds from events, donations, sales and miscellaneous are lodged in the LVRP bank account. These funds are reserved for support costs, equipment, events and for reprinting literature where appropriate with board approval for expenditure over £5,000.

All financial records will be forwarded to LVRP's accountant Aubrey Campbell & Company so that an annual report be produced compatible with the requirements of the company and charities requirements. This will be presented at the AGM.

7.1 Prudent Reserve

It is deemed in the best interests of the Lagan Valley Regional Park to ensure that a minimum of 3 months running costs is kept in reserve should the Lagan Valley Regional Park encounter a period of unforeseen difficulty.

7.2 Cessation costs

The amount should be equal to 3 months running costs, which includes:

1. Service Level Agreement with CBC - visa vie Salaries, Redundancy, National Insurance, Holliday and HR support, IT support, Financial services, Travel and Subsistence)
2. Operating costs (Office accommodation and utilities including electricity, telephones, cleaning, parking and other overheads)
3. Any associated redundancy payments

The amount of reserves may change and as a result the Lagan Valley Regional Park will review the figures on an annual basis and make necessary amendments.

It is recommended that the prudent reserve for cessation of LVRP does not drop below £115,000 (Last reviewed October 2021)

7.3 Other projects

Any funds in excess of the agreed £115,000 will be termed Project Support Funding and will be used to further the aims and objectives of the Regional Park as set out in the Memorandum of Understanding.

7.4 Cost that span several years

Where equipment is required to last over a period of several years such as IT equipment, bicycles, vehicles and tools a portion of the reserve should be set aside to cover these costs.

Section 8 – Policy on Commemorative structures

8.1 Commemorative trees or benches

The Regional Park does not facilitate commemorative trees, benches or other commemorative structures.

8.2 Rationale

Any memorial has a cost in terms of maintenance following vandalism, burning etc and we are not able to cover liability for injuries sustained through poor maintenance, litter and debris accumulation etc. Where memorials have been installed without permission, quantities of memorial paraphernalia can accumulate and they in turn can lead to complaints. The emotional attachment to such structures makes any negotiations difficult.

8.3 Referral

The Park will where possible refer enquiries to organisations that can facilitate such structures such as the Woodland Trust

Appendix I - Memorandum of association

COMPANIES (NORTHERN IRELAND) ORDER 1986

Company Limited by Guarantee and not having a Share Capital

MEMORANDUM OF ASSOCIATION

Of

LAGAN VALLEY REGIONAL PARK LIMITED

1. The name of the Company (hereinafter called “the Company”) is “Lagan Valley Regional Park Limited”.
2. The registered office of the Company will be situate in Northern Ireland.
3. The Company is established to protect, conserve and enhance the environment, of lands identified as being the responsibility of the Company or owned by the Company within the lagan valley (the lands hereinafter referred to as ‘the Park’). The Company also shall conserve the landscape visual attractiveness, quality and features of the Park and conserve the historic buildings and quiet enjoyment and cultural heritage within the Park for the benefit of the general public.

In the furtherance of the aforesaid objects but not otherwise the Company shall have Power to do all or any of the following things:-

- a) to advise government departments, agencies and local authorities on the discharge of their duties as they relate to the Park;
- b) to promote appreciation and the enjoyment of the public in regard to the Park and to co-ordinate and organise recreational and other events and facilitate third parties to do so. To seeking appropriate commercial sponsorship for events within the Park;
- c) to comment on planning issues as they relate to potential impact on the Park;

- d) to work with Planning Service, ensuring an efficient system as possible exists for monitoring the implementation and enforcement of planning conditions relating to the Park and to comment or object on Planning applications to the Planning Service;
- e) to represent the wide range of interests within the Park, co-ordinate views and formulate advice;
- f) to develop the identity of the Park;
- g) to heighten awareness of the importance of the concept of sustainability. and promote sustainable development.;
- h) to promote sustainable tourism within the Park;
- i) to work with government and statutory bodies and landowners and farmers on promoting sustainable agriculture and the maintenance and enhancement of the various agricultural landscape character types within the Park;
- j) to develop links with local communities and seek to involve them in the protection enhancement and use of the Park;
- k) to provide or cause to be provided appropriate visitor facilities for use by the public in relation to the Park;
- l) to cause works of improvement, development, restoration or exploration to be carried out in the Park where these matters do not conflict with the objects of the company specified at the beginning of paragraph 3 above;
- m) To carry out, encourage and foster research and so far as may be practicable to disseminate the results of same, to cause to be written and printed or otherwise reproduced and circulated, gratuitously or otherwise, literature, reports and other documents;
- n) to hold exhibitions, meetings, lectures and classes, either alone or with others;
- o) to co-operate and enter into arrangement with any department, authority, company, firm, person, association or body or otherwise and to obtain from any such entity any rights, privileges and concessions;
- p) to provide or arrange the provision of information as may be required for the furtherance of the objects of the Company;
- q) to do anything which the Company or any subsidiary undertaking of the Company is or may be authorised to do under or pursuant to any enactment or any licence, consent,

- permit or other authorisation granted to the Company or any such subsidiary undertaking thereunder or pursuant thereto or which the Company or any such subsidiary undertaking is required or permitted to do under or by virtue of any enactment or such a licence, together with any activities incidental thereto;
- r) to purchase, apply for and take out or otherwise acquire any estate or interest in any property (real or personal) or assets or any concessions, licences, grants, patents, patent rights, inventions, secret processes, designs, trade marks, service marks, copyrights, know-how or other exclusive or non-exclusive rights of any kind or any secret or other information as to any invention or secret process of any kind and to hold, develop and turn to account and deal with the same in such manner as may be thought fit;
 - s) to build, construct, alter, remove, replace, equip, execute, carry out, improve, work, develop, administer, maintain, repair, renew, discontinue, manage or control buildings, structures, works, apparatus, equipment or facilities of all kinds, whether for the purposes of the Company or any subsidiary undertaking of the Company or for sale, letting or hire to or in return for any consideration from any company, firm or person, and to contribute to or assist in or carry out any part of any such operations;
 - t) to subscribe, underwrite, purchase, or otherwise acquire, and to hold, dispose of, and deal with, any shares or other securities or investments of any nature whatsoever, and any options or rights in respect thereof or interests therein;
 - u) to draw, make, accept, endorse, discount, negotiate, execute, and issue, and to buy, sell and deal with bills of exchange, letters of credit, promissory notes, and other forms of credit, negotiable or transferable instruments or securities;
 - v) to invest and deal with the moneys of the Company or any subsidiary undertaking of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made;
 - w) to open and maintain accounts of every kind, character or description whatsoever;
 - x) to purchase or otherwise acquire and undertake all or any part of the business, property and liabilities of any company, firm person, association or body carrying on or proposing to carry on any business which the Company or any of its subsidiary undertakings is authorised to carry on or possessed of any property suitable for the purposes of the Company or any of its subsidiary undertakings;
 - y) to make and carry into effect such agreements or arrangements with governments, authorities and any other department, authority, company, firm, person, association or body or otherwise as may appear conducive to the furtherance of any of the objects of the Company or any subsidiary undertaking of the Company;
 - z) to borrow and raise money for the purposes of the Company or any subsidiary undertaking of the Company or any other company, firm, person, fund or trust and to

- secure or discharge any debt or obligation of or binding on the Company or any subsidiary undertaking of the Company in such manner as may be thought fit and in particular by mortgages, debentures and charges upon all or any part of the undertaking, property and assets (present and future) of the Company or any subsidiary undertaking of the Company or by the creation and issue of debentures, debenture stock or other securities of any description;
- aa) to advance, lend or deposit money or give credit to or with any company, firm, person, fund or trust on such terms as may be thought fit and with or without security;
 - bb) to guarantee or give indemnities or other assurance for the obligations of any person or provide security, with out without consideration and whether by personal covenant or by mortgage or charge upon all or any part of the undertaking, property and assets (present and future) of the Company, or by all or any such methods, for the performance of any contracts or obligations, and the payment of capital or principal (together with any premium) and dividends or interest on any shares, debentures or other securities, of any person, firm, company, fund or trust including (without limiting the generality of the foregoing) any company which is for the time being a subsidiary undertaking of the Company or is associated with the Company in business;
 - cc) to sell, lease, grant licenses, easements and other rights over, and in any other manner deal with or dispose of, the undertaking, property, assets, rights and effects of the Company or any subsidiary undertaking of the Company or any part thereof for such consideration as may be thought fit, and in particular for shares or other securities, whether fully or partly paid up;
 - dd) to accept subscriptions, donations, devises and bequests of and to purchase, take on lease or in exchange, hire or otherwise acquire and hold any real or personal estate (whether or not subject to any trust) and to construct, maintain and alter any of the same as are necessary or expedient for any of the purposes of the Company and (subject to such consents as may be by law required) to sell, lease or otherwise dispose of, or mortgage, any such real or personal estate;
 - ee) to issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company and (subject to such consents as may be by law required) to sell, lease or otherwise ;
 - ff) to draw, make, accept, endorse, discount, execute and issue, promissory notes, bills, cheques and other instruments and to operate bank accounts;
 - gg) to borrow or raise money for the objects of the Company on such terms and (with such consents as are by law required) on such security as may be thought fit;
 - hh) to take and accept any gift of money, property or other assets (whether subject to any special trust or not) for any one or more of the objects of the Company;

- ii) to invest the moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought 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;
- jj) to make charitable donations either in cash or assets for the furtherance of the objects of the Company;
- kk) to establish and support any charitable association or body and to subscribe or guarantee money for charitable purposes calculated to further the objects of the Company;
- ll) to undertake and execute charitable trusts;
- mm) to employ and pay any person or persons to supervise, organise, carry on the work of and advise the Company;
- nn) to insure and arrange insurance cover for and to indemnify its officers, members of the Board, servants, agents and voluntary workers and those of its members from and against all such risks incurred in the course of the performance of their duties as the Company shall think fit;
- oo) to manage, operate or sub-licence the management or operation of, any visitors centre or other facility used or capable of use in connection with the Park;
- pp) subject to the provisions of Clause 4 hereof, to pay reasonable annual sums or premiums for or towards the provision of pensions for officers or servants for the time being of the Company or their dependants;
- qq) to amalgamate or seek affiliation with any company, institution, society or association which shall be charitable in law with objects altogether or mainly similar to those of the Company and which prohibits the payment of any dividend or profit to and the distribution of any of their assets amongst their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Company by this Memorandum of Association;
- rr) to pay out of the funds of the Company the cost, charges and expenses of and incidental to the formation and registration of the Company;
- ss) to do all such other lawful things as shall further the above objects or any of the them.

Provided that:-

- i. in case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as is allowed by law, having regard to such trusts;

- ii. the objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
- 4. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association 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 Company .

Provided that nothing herein shall prevent any payment in good faith by the Company;

- a) of reasonable and proper remuneration to any officer or servant of the Company for any services rendered to the Company;
 - b) of interest on money lent by any member of the Company or its Board at a rate not exceeding two per cent less than the base lending rate prescribed for the time being by the Bank appropriate to the Company or three per cent, whichever is the greater, on money lent;
 - c) of reasonable and proper rent for premises demised or let by any member of the Company or of its Board;
 - d) of fees, remuneration or other benefit in money or money's worth to a company of which a member holds not more than 1/100th part of the capital of that company; and
 - e) to any member of its Board of reasonable and necessary out-of-pocket expenses.
- 5. The liability of the members is limited.
- 6. No addition, alteration, or amendment shall be made to or in the provision of this Memorandum of Articles of Association which shall cause the Company to cease to be a charity in law.
- 7. Every member of the Company undertakes to contribute to the assets of the Company, in the event of same being wound up while such party is a member, or within one year after such party ceases to be a member, for payment of the debts and liabilities of the Company contracted before such party ceases to be a member, and of the costs, charges and expenses of winding-up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one pound (£1.00).
- 8. If upon the winding-up or dissolution of the Company there still 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 Company, but shall be given or transferred to some

other charitable institution or institutions having objects similar to the objects of the Company, 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 Company under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and in so far as effect cannot be given to such provision, then to some other charitable objects.

Appendix II - Articles of Association

Incorporated 28th day of March 2007

ARTICLES OF ASSOCIATION

OF

LAGAN VALLEY REGIONAL PARK LIMITED

(INCORPORATED)

Revisions

- Amended by Special Resolution on 28th March 2013
- Amended by Special Resolution on 25th June 2015
- Amended by Special Resolution on 27 September 2018

Name

(1) The name of the Company is Lagan Valley Regional Park Limited ('the Company').

Interpretations

(2) The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Company.

In these Articles:

'address' means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case registered with the Company;

'the articles' means the Company's articles of association;

'the Companies Act' means the Companies Act 2006 insofar as they apply to the Company;

'the Charities Act' means the Charities Act (NI) 2008 and any statutory modification or re-enactment for the time being in force thereof;

'the Charity Commission' means the Charity Commission for Northern Ireland

'clear days' in relation to the period of a notice means a period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

'the directors' means the board of directors of the Company, and includes any person occupying the position of director regardless of whether they are referred to as the 'the board', 'the charity trustees', or 'the management committee' or any other name;

'document' includes, unless otherwise specified, any document sent or supplied in electronic form;

'electronic form' has the meaning given in section 1168 of the Companies Act 2006;

'Lagan Valley Regional Park' means the land within the Lagan Valley identified as being the responsibility of the Company, or owned by the Company, and includes the area designated as Lagan Valley Area of Outstanding Natural Beauty (AONB) and other areas designated by Department of the Environment as being part of Lagan Valley Regional Park;

‘the memorandum’ means the Company’s memorandum of association;

‘officers’ includes the directors and the secretary (if any);

‘the seal’ means the common seal of the Company if it has one;

‘secretary’ means any person appointed to perform the duties of the secretary of the Company

‘the United Kingdom’ means Great Britain and Northern Ireland; and

Words importing one gender shall include all genders, and the singular includes the plural and vice versa.

Unless the context otherwise requires words or expressions contained in these articles shall bear the same meaning as in the Companies Act but excluding any statutory modification not in force when this constitution becomes binding on the Company.

Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

Liability of members

(3) The liability of each member is limited to £1, being the amount that every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he or she or it is a member, or within one year after he or she or it ceases to be a member, for payment of the debts and liabilities of the Company contracted before he or she or it ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

OBJECTS

(4) The Company’s objects (“Objects”) are specifically restricted to the following:

- (a) to promote the protection, conservation and improvement of the physical and natural environment of the river lagan and its surrounding valley landscapes known as Lagan Valley Regional Park (“the Park”) its characteristic landscapes, natural beauty, and its buildings and sites of historical and archaeological interest for the public benefit

- (b) to promote the management of the Park's countryside, biodiversity and the conservation of its wildlife and wildlife habits for the public benefit;
- (c) to promote the use of Lagan Valley Regional Park for leisure, sport, recreational purposes for the enjoyment and benefit of local communities and visitors to the area and to provide or assist with the provision within its natural environment facilities in the interest of social welfare for recreation sport and leisure time occupation with the object of improving the conditions of life for those living, working or visiting the area.
- (d) to advance the education of the public in the physical and natural environment of the Park and its heritage, including (but not limited to) the Park's proper management of natural resources, protecting the environment as a safe habitat for wildlife, the Park's buildings and sites of historical and archaeological interest, and the history of the locality;
- (e) to promote research in all branches of study which advance the Objects specified previously and to publish the useful results thereof.

POWERS

- (5) The Company has power to do anything which is calculated to further its Objects or is conducive or incidental to doing so. In particular, the Company has power:
- (a) to advise government departments, agencies and local authorities on the discharge of their duties as they relate to the Park;
 - (b) to promote appreciation and the enjoyment of the public in regard to the Park and to co-ordinate and organise recreational and other events and facilitate third parties to do so. To seeking appropriate commercial sponsorship for events within the Park;
 - (c) to comment on planning issues as they relate to potential impact on the Park and to work with Planning Service, ensuring an efficient system as possible exists for monitoring the implementation and enforcement of planning conditions relating to the Park and to comment or object on Planning applications to the Planning Service;
 - (d) to represent the wide range of interests within the Park, co-ordinate views and formulate advice;
 - (e) to develop the identity of the Park;
 - (f) to heighten awareness of the importance of the concept of sustainability and promote sustainable development within the Park;

- (g) to promote sustainable tourism within the Park;
- (h) to work with government and statutory bodies and landowners and farmers on promoting sustainable agriculture and the maintenance and enhancement of the various agricultural landscape character types within the Park;
- (i) to develop links with local communities and seek to involve them in the protection enhancement and use of the Park;
- (j) to provide or cause to be provided appropriate visitor facilities for use by the public in relation to the Park;
- (k) to cause works of improvement, development, restoration or exploration to be carried out in the Park in furtherance ,where such work does not conflict with the Objects of the Company;
- (l) to accept gifts and to raise funds. In doing so, the Company must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations;
- (m)to enter into contracts to provide services to or on behalf of other bodies;
- (n) to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- (o) to sell, lease or otherwise dispose of all or any part of the property belonging to the Company. In exercising this power, the Company must comply as appropriate with any provisions of the Charities Act for the time being in force;
- (p) to borrow money and to charge the whole or any part of the property belonging to the Company as security for a grant or the discharge of an obligation. The Company must comply as appropriate with any provisions of the Charities Act for the time being in force, if it wishes to mortgage land;
- (q) to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
- (r) to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;

- (s) to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity;
- (t) to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
- (u) to employ and remunerate such staff, who shall NOT be directors of the Company, as are necessary for carrying out the work of the Company;
- (v) invest the moneys of the Company not immediately required for its Objects in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions and such consents as may for the time being be imposed or required by law and these articles and in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act (NI) 2001;
- (w) to provide indemnity insurance for the directors in accordance with, and subject to any conditions in, section 93 of the Charities Act;
- (x) insure and arrange insurance cover for and to indemnify its servants and volunteers from and against all such risks incurred in the course of the performance of their duties as may be thought fit;
- (y) to establish or acquire subsidiary companies;
- (z) to pay out of the funds of the Company the costs of forming and registering the Company, both as a Company and as a charity.

APPLICATION OF INCOME AND PROPERTY

Universal clauses

- (6) The income and property of the Company shall be applied solely towards the promotion of the Objects.
- (7) (a) A director is entitled to be reimbursed from the property of the Company or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Company;
- (b) A director may benefit from trustee indemnity insurance cover purchased at the Company's expense in accordance with, and subject to any conditions in, section 93 of the Charities Act;

(c) A director may receive an indemnity from the Company in the circumstances specified in Article (94).

Directors' benefits

(8) (a) A member, director or connected person may receive a benefit from the Company in the capacity of a beneficiary of the Company;

(b) None of the income or property of the Company may be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit to any member, director or connected person, of the Company. Provided that nothing herein shall prevent any payment in good faith by the Company:

(i) Of reasonable and proper remuneration for any services rendered to the Company by any member, officer or servant of the Company who is not a director of the Company.

(ii) Of interest on money lent by any member, director or connected person at a reasonable and proper rate per annum not exceeding 2% less than the base rate prescribed for the time being by a clearing bank selected by that board of directors or 3%, whichever is the greater.

(iii) Of reasonable and proper rent for premises demised or let by any member, director or connected person provided that the director concerned shall withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.

(iv) Of fees, remuneration or other benefit in money or money's worth to a Company of which a member of the board of directors may be a member holding not more than one hundredth part of the capital of that Company.

(c) No director or connected person may buy any goods or services from the Company on terms preferential to those applicable to other members of the public.

Connected person

(9) In articles (8), (82) and article (84) "connected person" means:

(a) a child, parent, grandchild, grandparent, brother or sister of the director;

(b) the spouse or civil partner of the director or of any person falling within paragraph (a) above

- (c) a person carrying on business in partnership with the director or with any person falling within paragraph (a) or (b) above;
- (d) an institution which is controlled:
 - (i) by the director or any connected person falling within paragraph (a), (b), or (c) above; or
 - (ii) by two or more persons falling within sub-paragraph (i), when taken together
- (e) a body corporate in which:
 - (i) the director or any connected person falling within paragraphs (a) to (c) has a substantial interest; or
 - (ii) two or more persons falling within sub-paragraph (i) who, when taken together, have a substantial interest.

Members

- (10) The subscribers to the memorandum are the first members of the Company.
- (11) Membership is open to other individuals, who are not employees of the Company, or organisations who:
 - (a) apply to the Company in the form required by the directors; and
 - (b) are approved by the directors.
- (12) Every application for admission shall be considered by the directors at their first meeting after it was made, or as soon thereafter as is practicable. There shall be no unlawful discrimination between persons by reference to age, politics, religion, ethnic identity, nationality, gender, sexual orientation, physical or learning disability.
 - (a) The directors may only refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of the Company to refuse the application;
 - (b) The directors must inform the applicant in writing of the reasons for the refusal within twenty-one days of the decision;

- (c) The directors must consider any written representations the applicant may make about the decision. The directors' decision following any written representations must be notified to the applicant in writing but shall be final.

(13) Membership is not transferable.

(14) The directors must keep a register of names and addresses of the members.

Classes of membership

(15) The rights and obligations of the different classes of membership shall be recorded in the register of members. There shall be two classes of membership:

(a) Individual Members

Subject to article (11) and (57), the serving directors for the time being of the Company and other persons who, in the opinion of the Directors, has special knowledge or experience to offer to the Company;

(b) Member Organisations

Organisations, whether voluntary or statutory, with an active interest in the Park, which subscribes to the Objects of the Company and whose application for membership are approved by the Directors.

(16) The directors may not directly or indirectly alter the rights or obligations attached to a class of membership.

(17) The rights attached to a class of membership may only be varied if:

(a) three-quarters of the members of that class consent in writing to the variation; or

(b) a special resolution is passed at a separate general meeting of the members of that class agreeing to the variation.

(18) The provisions in the articles about general meetings shall apply to any meeting relating to the variation of the rights of any class of members.

Termination of membership

(19) Membership is terminated if:

- (a) the member dies or, if it is an organisation, ceases to exist;

- (b) the member resigns by written notice to the Company unless, after the resignation, there would be less than two members;
- (c) any sum due from the member to the Company is not paid in full within six months of it falling due;
- (d) the member is removed from membership by a resolution of the directors that it is in the best interests of the Company that his or her or its membership is terminated. A resolution to remove a member from membership may only be passed if:
 - (i) the member has been given at least twenty-one days' notice in writing of the meeting of the directors at which the resolution will be proposed and the reasons why it is to be proposed;
 - (ii) the member or, at the option of the member, the member's representative (who need not be a member of the Company) has been allowed to make representations to the meeting;
- (e) they cease to meet the eligibility criteria for membership in accordance with article (15);
- (f) they cease to be a director of the Company or cease to represent an organisation or an interest group, where that was the basis for their admission to membership of the Company.

GENERAL MEETINGS

Annual general meetings

(20) The Company must hold an annual general meeting once in each calendar year and not more than fifteen months may elapse between successive annual general meetings.

(21) The business of an annual general meeting shall include:

- (a) the consideration of the report and accounts presented by the directors;
- (b) the appointment of directors to fill the vacancies arising from the retirement of directors;
- (c) the appointment of reporting accountants or auditors for the Company.

Special general meetings

(22) All general meetings other than annual general meeting shall be called special general meetings. A special general meeting may be called by the directors at any time and must be called within twenty-one days of a written request from one or more directors (being members) or at least 10% of the Membership or where no general meeting has been held within the last year, 5% of the membership.

Notice of general meetings

(23) The minimum periods of notice required to hold a general meeting of the Company are:

- (a) fourteen clear days for an annual general meeting;
- (b) fourteen clear days for all other general meetings.

(24) A general meeting may be called by shorter notice if it is so agreed by a majority in number of members having a right to attend and vote at the meeting, being a majority who together hold not less than 90% of the total voting rights.

(25) The notice must:

- (a) specify the date, time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say so;
- (b) the notice must also contain a statement setting out the right of members to appoint a proxy under section 324 of the Companies Act and article (48);
- (c) the notice must be given to all the members and to the directors and auditors.

(26) The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Company.

PROCEEDINGS AT GENERAL MEETINGS

Quorum

(27) No business shall be transacted at any general meeting unless a quorum is present. A quorum is:

- (a) five members, or one-tenth of the membership, present in person or by proxy and entitled to vote upon the business to be conducted, whichever is the greater.
- (i) The authorised representative of a member organisation shall be counted in the quorum.

(28) If a quorum is not present within half an hour from the time appointed for the meeting or during a meeting a quorum ceases to be present, the meeting shall be adjourned to such time and place as the directors shall determine.

(29) The directors must reconvene the meeting and must give at least seven clear days' notice of the reconvened meeting stating the date, time and place of the meeting.

(30) If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the members present in person or by proxy at that time shall constitute the quorum for that meeting.

Chairperson

(31) General meetings shall be chaired by the person who has been appointed to chair meetings of the directors or if there is no such person or he or she is not present within fifteen minutes of the time appointed for the meeting, a director nominated by the directors shall chair the meeting. If there is only one director present and willing to act, he or she shall chair the meeting.

(32) If at any meeting no director is willing to act as chairperson or if no director is present within fifteen minutes after the time appointed for holding it, the members present in person or by proxy and entitled to vote must choose one of their number to chair the meeting.

Adjournment

(33) The members present in person, or by proxy, at a meeting may resolve by ordinary resolution that the meeting shall be adjourned. The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.

(34) No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.

(35) If a meeting is adjourned by a resolution of the members for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting.

Resolutions

(36) Decisions at general meetings shall be made by passing resolutions.

(a) Decisions involving an alteration of the articles and other decisions so required by statute shall be made by special resolution. A special resolution is one passed by a

majority of not less than 75% present (in person, or through an authorised representative or by proxy) and voting at a general meeting.

(b) All other decisions shall be made by ordinary resolution requiring a simple majority of members present (in person, or through an authorised representative or by proxy) and voting.

(37) Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll (a formal count of votes) is demanded:

(a) by the person chairing the meeting; or

(b) by at least two members present in person, or by proxy, and having the right to vote at the meeting; or

(c) by a member or members present in person, or by proxy, representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.

(38) A declaration by the chairperson of the result of a vote shall be conclusive unless a poll is demanded. The result of the vote must be recorded in the minutes of the meeting but the number or proportion of votes cast need not be recorded.

(39) A demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairperson and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

(40) A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be members) and who may fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.

(41) A poll demanded on the election of a chairperson, or on a question of adjournment, must be taken immediately. A poll demanded on any other question shall be taken at such time as the chairperson of the meeting directs, and the meeting may continue to deal with any other business that may be conducted at the meeting.

(a) If the poll is not taken immediately at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken provided that the poll shall be taken within thirty days after it has been demanded.

Votes of members

(42) Subject to article (15), every member, whether an individual or an organisation, shall have one vote and is entitled to appoint a proxy to attend, speak and vote at a

general meeting on their behalf. The chairperson of any general meeting shall be entitled to a second or casting vote.

(43) Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the chairperson shall be final.

(44) Any organisation that is a member of the Company may nominate any person to act as its representative at any meeting of the Company provided that:

(a) The organisation must give written notice to the Company of the name of its representative. The representative shall not be entitled to represent the organisation at any meeting unless the notice has been received by the Company. The representative may continue to represent the organisation until written notice to the contrary is received by the Company.

(b) Any notice given to the Company will be conclusive evidence that the representative is entitled to represent the organisation or that his or her authority has been revoked. The Company shall not be required to consider whether the representative has been properly appointed by the organisation.

Written resolutions

(45) A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that:

(a) a copy of the proposed resolution has been sent to every eligible member;

(b) a simple majority (or in the case of a special resolution by a majority of not less than 75%) of members has signified its agreement to the resolution; and

(c) it is contained in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date.

(46) A resolution in writing may comprise several copies to which one or more members have signified their agreement.

(47) In the case of a member that is an organisation, its authorised representative may signify its agreement.

Content of proxy notices

(48) Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:

- (a) states the name and address of the member appointing the proxy;
 - (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - (d) is delivered to the Company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
- (49) The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes. Proxy notices must be delivered to the Company's registered office at least 48 hours prior to the start time of the meeting.
- (50) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions and unless a proxy notice indicates otherwise, it must be treated as:
- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

Delivery of proxy notices

- (51) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.
- (52) An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- (a) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- (53) If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointer's behalf.

BOARD OF DIRECTORS

Directors

(54) The first directors shall be those notified to Companies House as first directors of the Company. Subsequent directors are elected by the members or co-opted by the directors.

(55) A director must be an individual aged 18 years or older. No one may be appointed a director if he or she would be disqualified from acting under the provisions of article (70).

(56) The number of directors shall not be less than ten but shall not be more than 18 all of whom must support the Objects of the Company,

(57) A director shall upon appointment become a member of the Company.

(58) All directors must sign a written declaration of willingness to act as a director of the Company.

(59) A director may not appoint an alternate director or anyone to act on his or her behalf at meetings of the directors.

Powers of directors

(60) The directors shall manage the business of the Company and may exercise all the powers of the Company unless they are subject to any restrictions imposed by the Companies Act, the articles or any special resolution.

(61) No alteration of the articles or any special resolution shall have retrospective effect to invalidate any prior act of the directors.

(62) Any meeting of the directors at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the directors.

Retirement of directors

(63) Elected directors who have served their two year term of office, and directors co-opted onto the Board in accordance with article (68), shall retire at the Annual General Meeting.

(a) Subject to article (67) a retiring director shall upon nomination be eligible to stand for election/ re-election.

(64) If a director is required to retire at an annual general meeting by a provision of the articles the retirement shall take effect upon the conclusion of the meeting.

Appointment of directors

(65) The board of directors shall consist of a minimum of 10 and a maximum of 18 directors, six of which shall be nominated by the Councils whose boundaries include the Lagan Valley Regional Park. There shall be ex-officio positions on the Board of directors for the following directors:

- (a) Three Directors being Councillors nominated by Belfast City Council;
- (b) Three Directors being Councillors nominated by Lisburn & Castlereagh City Council;
- (c) Not used;
- (d) One Director nominated by the National Trust;

(66) Up to an additional nine directors shall be elected at the annual general meeting by the voting members present (in person, or through an authorised representative or by proxy).

- (a) The Company shall actively promote a board of directors which includes a range of skill, experience and knowledge in keeping with the pursuance of its Objects and to this end is entitled to identify areas of interest where representation is required on the board and advertise and interview eligible candidates to be potential directors.
 - i) Successful candidates arising from interviews under this article shall be eligible for nomination to the board under the provisions of article (67) or appointment under article (68)

(67) In order to be eligible for election to the board of directors:

- (a) nominations from members eligible to vote must be in writing and must be in the hands of the Secretary at least fourteen clear days in advance of the relevant annual general meeting. Written nominations shall be signed by the person who is being proposed.
 - (i) If the number of nominations exceeds the number of vacancies, election shall be by secret ballot.

- (b) A director who has served his or her term of office and is due to retire at the annual general meeting shall, subject to Article (70) below, be eligible for re-nomination and election provided that no director shall be reelected to serve on the board for a period of more than three two year terms.

Co-option of directors

(68) The directors shall have the power at any time to appoint any person, who need not be a member of the Company, by co-option:

- (a) to be a director to fill a casual vacancy. Any director so appointed shall hold office only until the next following annual general meeting and shall then be eligible for election.

(i) This does not apply to vacancies within ex-officio positions on the Board which are filled by a nominee of the relevant organisation in accordance with article (65).

- (b) As additional directors with particular skills and/or knowledge up to but not exceeding a number equivalent to one third of the elected directors for the time being. Directors so appointed shall hold office only until the next following annual general meeting and shall then be eligible for re-appointment as co-opted directors.

Office bearers

(69) The office of chairperson and other office bearers shall be elected annually at the annual general meeting by the members present (in person, or through an authorised representative or by proxy) who shall hold office for two years. In the event that no representative is forthcoming, the directors so appointed at a subsequent meeting of the board of directors after the annual general meeting shall elect from among their number a chairperson and other office bearers who shall hold office up to the second annual general meeting following election. The office of Chairperson and any other office bearers shall not be held by any person for a period exceeding six consecutive years.

Disqualification and removal of directors

(70) A director shall cease to hold office if he or she:

- (a) ceases to be a director by virtue of any provision in the Companies Acts or is prohibited by law from being a director;

- (b) is disqualified from acting as a trustee by virtue of section 86 of the Charities Act (or any statutory re-enactment or modification of that provision);

(c) ceases to be a member of the Company (but such a person may be reinstated by resolution passed by all the other directors on resuming membership of the Company before the next annual general meeting);

(c) becomes physically or mentally incapable of managing and administering his or her own affairs;

(d) resigns as a director by notice to the Company (but only if at least two directors will remain in office when the notice of resignation is to take effect); or

(e) is absent without the permission of the directors from four successive meetings of the Directors and the directors resolve that his or her office be vacated;

(f) is removed by the members at a general meeting under the Companies Act;

(g) occupies an ex-officio position on the Board in accordance with article (65), and he or she ceases to hold the relevant position within that organisation which led to their appointment to the Board, ceases to be a representative of their nominating organisation and / or ceases to be a serving Councillor, where that was an eligibility requirement for their original nomination.

Remuneration of directors

(71) The directors must not be paid any remuneration unless it is authorised by article (8).

Proceedings of directors

(72) (a) The directors may regulate their proceedings as they think fit, subject to the provisions of the articles and provided that they hold at least four meetings each year.

(b) The secretary must call a meeting of the directors if requested to do so by a director.

(c) Questions arising at a meeting shall be decided by a majority of votes.

(d) In the case of an equality of votes, the person who is chairing the meeting shall have a second or casting vote provided that he or she is not prohibited from participating in the decision making process in accordance with article (80).

(e) A meeting may be held by suitable electronic means agreed by the directors in which each participant may communicate with all the other participants.

Quorum for directors' meetings

(73) No decision may be made by a meeting of the directors unless a quorum is present at the time the decision is purported to be made. 'Present' includes being present by suitable electronic means agreed by the directors in which a participant or participants may communicate with all the other participants.

(a) The quorum shall be five, or such larger number as may be decided from time to time by the directors.

(b) A director shall not be counted in the quorum present when any decision is made about a matter upon which that director is not entitled to vote.

(74) If the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of filling vacancies or of calling a general meeting.

Chairperson

(75) The chairperson elected in accordance with article (69) shall chair all meetings of the directors but if no such chairperson is elected, or if at any meeting the chairperson is not present within ten minutes after the time appointed for holding the same, the directors present may choose one of their number to chair that meeting.

Directors' written resolutions

(76) A resolution in writing or in electronic form agreed by a simple majority of all the directors entitled to receive notice of a meeting of directors or of a committee of directors and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the directors or (as the case may be) a committee of directors duly convened and held provided that:

(a) a copy of the resolution is sent or submitted to all the directors eligible to vote; and

(b) a simple majority of directors has signified its agreement to the resolution in an authenticated document or documents which are received at the registered office within the period of 28 days beginning with the circulation date.

(77) The resolution in writing may comprise several documents containing the text of the resolution in like form to each of which one or more directors has signified their agreement.

Delegation

(78) The directors may delegate any of their powers or functions to a committee consisting of one or more directors and other such persons as it may determine but the terms of any delegation must be recorded in the minute book. The directors have the power to revoke or alter any such delegation.

(79) The directors may impose conditions when delegating, including the conditions that:

- (a) the relevant powers are to be exercised exclusively by the committee to whom they delegate;
- (b) no expenditure may be incurred on behalf of the Company except in accordance with a budget previously agreed with the directors;
- (c) all acts and proceedings of any committees must be fully and promptly reported to the directors.

Declaration of directors' interests

(80) A director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared. A director must absent himself or herself from any discussions of the directors in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Company and any personal interest (including but not limited to any personal financial interest).

Conflicts of interests

(81) If a conflict of interests arises for a director because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the articles, the unconflicted directors may authorise such a conflict of interests where the following conditions apply:

- (a) the conflicted director is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
- (b) the conflicted director does not vote on any such matter and is not to be counted when considering whether a quorum of directors is present at the meeting; and
- (c) the unconflicted directors consider it is in the interests of the Company to authorise the conflict of interests in the circumstances applying.

(82) In article (81), a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a director or to a connected person.

Validity of directors' decisions

(83) Subject to article (84), all acts done by a meeting of directors, or of a committee of directors, shall be valid notwithstanding the participation in any vote of a director:

- (a) who was disqualified from holding office;
- (b) who had previously retired or who had been obliged by the articles to vacate office;
- (c) who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise;

if without:

- (d) the vote of that director; and
- (e) that director being counted in the quorum;

the decision has been made by a majority of the directors at a quorate meeting.

(84) Article (83) does not permit a director or connected person to keep any benefit that may be conferred upon him or her by a resolution of the directors or of a committee of directors if, but for article (83), the resolution would have been void, or if the director has not complied with article (80).

Seal

(85) If the Company has a seal it must only be used by the authority of the directors or of a committee of directors authorised by the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless so determined it shall be signed by a director and by the secretary or by a second director.

RECORDS AND ACCOUNTS

Minutes

(86) The directors must keep records of all:

- (a) appointments of officers made by the directors;
- (b) proceedings at all meetings of the Company;
- (c) meetings of the directors and all meetings of committees of directors including:
 - (i) the names of the directors present at each meeting;
 - (ii) the decisions made at the meetings; and
 - (iii) where appropriate the reasons for the decisions

- (d) all professional advice obtained

Accounts

(87) The directors must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and preparation and transmission to the Registrar of Companies and the Charity Commission of information required by law including:

- (a) annual returns;
- (b) annual reports; and
- (c) annual statements of account

(88) Accounting records relating to the Company must be made available for inspection by any director at any reasonable time during usual working hours.

(89) The directors shall present the annual accounts to the members in the annual general meeting. A copy of every balance-sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in annual general meeting, together with a copy of the auditor's or independent examiner's report, shall be sent or delivered to the auditors or independent examiners and every member before they are sent to Companies House .

Means of communication to be used

(90) Subject to the articles:

- (a) anything sent or supplied by or to the Company under the articles may be sent or supplied in any way in which the Companies Act provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company;
- (b) any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

(91) Any notice to be given to or by any person pursuant to the articles must be in writing or must be given in electronic form. The Company may give any notice to a member either:

- (a) personally; or

- (b) by sending it by post in a prepaid envelope addressed to the member at his or her address; or
- (c) by leaving it at the address of the member; or
- (d) by giving it in electronic form to the member's address.

A member who does not register an address with the Company or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Company.

(92) A member present in person at any meeting of the Company shall be deemed to have received notice of the meeting and of the purposes for which it was called.

(93) Subject to the articles:

(a) Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.

(b) Proof that an electronic form of notice was given shall be conclusive where the Company can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Companies Act 2006.

(c) In accordance with section 1147 of the Companies Act 2006 notice shall be deemed to be given:

- (i) 48 hours after the envelope containing it was posted; or
- (ii) In the case of an electronic form of communication, 48 hours after it was sent.

Indemnity

(94) The Company shall indemnify every director against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the Court from liability for negligence, default, or breach of duty or breach of trust in relation to the Company.

In this article a "relevant director" means any director or former director of the Company.

(95) The Company may indemnify an auditor against any liability incurred by him or her or it:

(a) in defending proceedings (whether civil or criminal) in which judgment is given in his or her or its favour or he or she or it is acquitted; or

- (b) in connection with an application under section 1157 of the Companies Act (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or her or it by the Court.

Rules

(96) The directors may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Company. The directors must adopt such means as they think sufficient to bring the rules and bye laws to the notice of members of the Company. The bye laws may regulate the following matters but are not restricted to them:

(a) the admission of members of the Company (including the admission of organisations to membership) and the rights and privileges of such members, and the entrance fees, subscriptions and other fees or payments to be made by members;

(b) the conduct of members of the Company in relation to one another, and to the Company's employees and volunteers;

(c) the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes;

(d) the procedure at general meetings and meetings of the directors in so far as such procedure is not regulated by the Companies Acts or by the articles;

(e) generally, all such matters as are commonly the subject matter of Company rules.

(97) The rules or bye laws shall be binding on all members of the Company. The Company in general meeting has the power to alter, add to or repeal the rules or bye laws provided that no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the articles.

Dissolution

(98) The members of the Company may at any time before, and in expectation of, its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Company be applied or transferred in any of the following ways:

(i) directly for the Objects; or

(ii) by transfer to any charity or charities for purposes similar to the Objects; or

(iii) to any charity or charities for use for particular purposes that fall within the Objects.

(99) Subject to any such resolution of the members of the Company, the directors of the Company may at any time before and in expectation of its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision made for them, shall on or before dissolution of the Company be applied or transferred:

- (a) directly for the Objects; or
- (b) by transfer to any charity or charities for purposes similar to the Objects; or
- (c) to any charity or charities for use for particular purposes that fall within the Objects.

(100) In no circumstances shall the net assets of the Company be paid to or distributed among the members of the Company (except to a member that is itself a charity) and if no resolution in accordance with article (98) is passed by the members or the directors the net assets of the Company shall be applied for charitable purposes as directed by the Court or the Charity Commission.

Appendix III – Public Director Application form

APPLICATION TO BECOME A PUBLIC DIRECTOR ON THE BOARD OF LAGAN VALLEY REGIONAL PARK LIMITED

Personal details

Title: Full name:

Date of birth:

Address:

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Post code:

Contact details: Telephone numbers:

E:mail address:

Information required for Companies House registration

Occupation:

Any other directorships:

Former names:

Nationality:

Town of birth: Last three digits of National Insurance number :

Please select a category that best represents your interest in Lagan Valley Regional Park. You may wish to mark a second category for consideration, in which case please make clear which is the preferred and secondary choice:

- ☐ Recreation
- ☐ Community Sector
- ☐ Rural Enterprise and Business
- ☐ Built Heritage
- ☐ Natural Heritage
- ☐ Volunteer Sector

Name of first nominee:

☐ Director

☐ 'Friend of'

Name of second nominee:

☐ Director

☐ 'Friend of'

Please outline your motivation for becoming a director and provide any relevant information that can support your application such as interest in the Park and any skills or experience you may have.

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Signed:

Date:

All directors must act in accordance with the Regional Park's statutory obligations, policies and terms of reference and will be registered as a director with Companies House. As directors of a company limited by guarantee all directors have statutory legal responsibilities under company law.

Appendix IV - Membership review letter

Member

Date

Dear Member

RE: LAGAN VALLEY REGIONAL PARK LIMITED BOARD REPRESENTATION

At Lagan Valley Regional Park Limited AGM on Date, membership of the Park was reviewed. At the AGM, it was decided that membership should be reviewed every two years.

We propose to hold a workshop in the evening sometime at the end of November/start of December (date and invitations will be advised separately). The workshop will be both for existing members and for those who might be interested in membership. This will allow members to meet their representatives and develop a better understanding of involvement and therefore help shape the structure of governance and membership.

Following on from the AGM, I have been asked to write to all members asking if you wish to continue your membership of the Regional Park.

Please indicate your wishes on the attached form and return in the stamped, addressed envelope.

Yours sincerely

Dr Andy Bridge
Secretary, Lagan Valley Regional Park Limited

2010 Membership Review

I wish to continue my membership of Lagan Valley Regional Park Limited ☐

I do not wish to continue my membership of Lagan Valley Regional Park Limited ☐

(Please tick)

Signed: _____ Date: _____

Print name: _____