

**DATED:**

NORTH KESTEVEN DISTRICT COUNCIL (1)

and

LINCOLNSHIRE WILDLIFE TRUST (2)

and

LINCOLNSHIRE COUNTY COUNCIL (3)

and

THORPE ON THE HILL PARISH COUNCIL (4)

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**CONSTITUTION FOR THE WHISBY NATURE PARK STEERING BOARD**

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North Kesteven District Council  
Council Offices  
Kesteven Street  
Sleaford  
NG34 7EF

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## CONSTITUTION FOR THE WHISBY NATURE PARK STEERING BOARD

THIS CONSTITUTION is made **9** day of **September**  
~~2011~~2019

### BETWEEN

- (1) NORTH KESTEVEN DISTRICT COUNCIL of The Council Offices, Kesteven Street, Sleaford, Lincolnshire, NG34 7EF ('the District Council'); and
- (2) LINCOLNSHIRE WILDLIFE TRUST of Banovallum House, Manor House Street, Horncastle, Lincolnshire, being a registered Charity Number 218895 ('the Trust'); and
- (3) LINCOLNSHIRE COUNTY COUNCIL of County Offices, Newland, Lincoln, LN1 1YL ("the County Council").
- (4) THORPE ON THE HILL PARISH COUNCIL of Oliver Roper Parish Meeting Room, Lincoln Lane, Thorpe on the Hill, Lincoln, LN6 9BH ("the Parish Council").

### WHEREAS

- (A) This document replaces the Constitution dated ~~4 June 1999~~ September 2011 and is signed by the same Parties.
- (B) The District Council, the Trust, the County Council and Parish Council ~~through funding originally received from the Millenium Commission, now administered by the Big Lottery,~~ facilitate and manage the Whisby Nature Park Project comprising Whisby Nature Reserve, Natural World Centre & the Little Darters Wildlife Adventure Area, the Education Centre, Workshop and Tunman Wood in accordance with the Terms of Reference (as hereinafter defined) through a Steering Board hereby established and operating in accordance with the terms of this Constitution as agreed between the Parties.

NOW IT IS HEREBY AGREED as follows:

#### 1. DEFINITIONS

- 1.1 In this Constitution the following words shall have the following meanings:

‘Annual Meeting’	this shall be the first meeting of the Steering Board following the Annual Meeting of the District Council.
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'Appointee'	means a person co-opted by the Steering Board in accordance with Clause 5.3 to bring specialist knowledge as appropriate for the operation of the Whisby Nature Park Project.
'Assets'	means all those land assets now in their respective ownership of the District Council and the Trust as set out in Schedule 1 and Schedule 2 to the Deed of Dedication and also Tunman Wood which has been acquired by the partners.
<del>'Budget'</del>	<del>such financial amounts which shall have been agreed and approved by the District Council, the Trust and the County Council for Whisby Nature Park Project.</del>
'Chairman'	means the person appointed biennially from and by the Steering Board as Chairman of the Steering Board.
'Charges'	means any fees levied at the discretion of the parties in respect of those facilities and services at Whisby Nature Park, including fees for the Natural World Centre, <del>Exhibition Area</del> and car parking fees levied on visitors to the Whisby Nature Park through <del>the District Council</del> <u>Lincs Inspire Ltd</u> or the fees levied by the Trust for the hire or use of facilities in the Education Centre.
'Co-funders'	means all the interested parties, individuals, organisations or charities who are financial contributors to the Project.
'Commencement Date'	means (i) in the case of the Constitution the date that the revised Constitution is adopted by the Steering Board and signed by the Chairman of the Steering

	Board in formal meeting and (ii) in the case of the Operating Agreement and the Deed of Dedication the respective dates of those Agreements.
'Commission'	means the Millennium Commission of Portland House, Stag Place, London SW1E 5EZ which has been superseded by the Big Lottery
'Constitution'	means the constitution as set out in the Constitution Deed as the same may be amended or supplemented from time to time to be adhered to by the Steering Board.
'the Constitution Deed'	means this Deed setting out the terms of the Constitution.
'the County Council'	means the Lincolnshire County Council of County Offices, Lincoln
'Deed of Dedication'	means the original Deed of Dedication between the District Council the Trust and the Commission dedicating land assets for use within the Whisby Nature Park Project.
'the District Council'	means North Kesteven District Council or its agents
'the Documents'	means the Constitution Deed and the Deed of Dedication.
'the Education Centre'	means the building used for educational purposes sited on land managed and maintained by the Trust.
<del>'the Exhibition Area'</del>	<del>means the area within the Natural World Centre available for public exhibitions and displays and for which the District Council may levy Charges.</del>
'Financial Year'	the period from 1 April in one year to 31 March in the next year (inclusive) or such

	other period as the Parties may agree from time to time.
'The Forward Plan'	A <del>three-year</del> <u>12 month</u> rolling programme showing the plan for each element of the Project. This shall be submitted to the Board at the <del>Annual</del> <u>April</u> Meeting.
'Member'	means a person whether as Nominee or Appointee appointed to the Steering Board having voting rights.
'Minutes'	means the formal minutes of the Steering Board signed by the Chairman.
'The Natural World Centre'	means the building constructed by the District Council and sited on the land leased from Redlands Lafarge by the Trust and underleased to and managed by the District Council. It also includes the Little Darters Wildlife Adventure Area adjacent to the Natural World Centre.
'the Natural World General Manager'	means the Manager responsible for running of the Natural World Centre and the Little Darters Wildlife Adventure Area on behalf of the District Council
'Nominee'	means a person as a voting Member nominated by a Representative Organisation under Clause 5.1 to serve on the Steering Board.
<del>'Objectives'</del>	<del>means all those key areas set out in Clause 7 of the Operating Agreement.</del>
'Officers'	means the professional attendance by appropriate officers from Lincolnshire Wildlife Trust, the District Council, the County Council and Lincs Inspire Ltd who shall not have voting rights and whose role is to support the Steering Board in its work.

'Operating Agreement'	means the Deed setting out the terms for operating the Project through the Forward Plan
'Parish Council'	means Thorpe Parish Council of 'Farnely', Thorpe on the Hill, Lincoln, LN6 9BH
'the Parties'	means the parties to the several documents relating to the Project and their respective successors in title .
'Pecuniary Interest'	means a financial or other interest where if the matter is dealt with in a particular way, discussion on voting on that matter could reasonably give rise to an expectation of a gain or loss of money or other interest for the individual concerned.
'the Plan'	means the plan attached to the Deed of Dedication.
'Premises'	means the buildings constituting the Natural World Centre, Education Centre and Workshop and additional or subsequent buildings in substitution of or additional to the same which are for use or are in connection with the Whisby Nature Park Project.
'Replacement Member'	means a Member appointed as a Nominee of the Representative Organisation to replace a former Member in accordance with Clause 12.3 of the Constitution.
'Representative Members'	means the individual representatives of the Parties being District Councillors, Members of the Trust County Councillors or Parish Councillor respectively.
'Representative'	means the District Council, the Trust, the

Organisation'	County Council or the Parish Council respectively.
'Secretary'	means a Democratic Services Officer being an Officer of the District Council appointed as Secretary to the Steering Board.
'Steering Board'	means the Whisby Nature Park Steering Board comprising three Nominees each from the Trust the District Council and the County Council; one Nominee from the Parish Council; and three Appointees appointed as necessary from time to time in an advisory capacity to bring specialist knowledge, as necessary, for the operation and development of the Whisby Nature Park Project,
'Terms of Reference'	means all those terms of reference of the Steering Board as set out in Clause 6 of the Constitution.
'The Trust'	means Lincolnshire Wildlife Trust
'Tunman Wood'	means the area of land acquired by the partners of the Board in 2009.
'VAT'	means such tax payable on the acquisition or disposal of goods or services in accordance with the current rate leviable.
'Vice-Chairman'	means the person appointed biennially from and by the Steering Board as Vice-Chairman of the Board.
'Visitors' Car Park'	means car parking provided for visitors on land owned by the District Council within Whisby Nature Park.
'Whisby Nature Park Project'	being the ongoing development, management and operation of the Whisby Nature Reserve, Natural World Centre & Little Darters Wildlife Adventure



Area; Education Centre; Workshop; Visitors Car Park, Tunman Wood and any ancillary facilities which are associated with Whisby Nature Park in accordance with the Forward Plan.

‘Whisby Nature Reserve’ means all land managed by the Trust as a nature reserve to protect animals and plants, accessible to the public.

‘Working Days’ means Monday to Friday inclusive, except for statutory holidays.

‘the Workshop’ means the building ~~to be constructed by the District Council and~~ sited on land owned by the District Council and leased to the Trust and managed and maintained by the Trust.

1.2 Any reference in this Deed to ‘in writing’ or any cognate expression includes a reference to ~~facsimile transmission or~~ e-mail.

1.3 Any reference to the District Council the Trust the County Council or the Parish Council shall also be a reference to their respective successors in title.

1.4 The headings in this Deed are for convenience only and shall not affect its interpretation.

1.5 Any reference to statutory provision shall include any statutory provision which amends or replaces it or any subordinate legislation made under it.

1.6 The masculine includes the feminine.

## 2. RESPONSIBILITIES OF THE PARTIES

2.1 The District Council, through its management contract with Lincs Inspire Ltd shall be responsible for the management running and maintenance of the Natural World Centre, the Little Darters Wildlife Adventure Area and car park and shall operate these in accordance with the Forward Plan.

2.2 The Trust shall be responsible for the management, running and maintenance of the Education Centre, the Workshop, the Nature

Reserve and Tunman Wood which shall be operated in accordance with the Forward Plan.

2.3 The County Council shall assist the Steering Board to explore additional funding opportunities for the enhancement of the reserve and shall work with the Trust to further enhance the educational offer provided.

3. STEERING BOARD

3.1 The Steering Board hereby constituted is known as the Whisby Nature Park Steering Board.

4. ROLE OF THE STEERING BOARD

4.1 The Role of the Steering Board is to act as the strategic body on behalf of the Parties to ensure the appropriate development, direction and funding of all facilities within the Whisby Nature Park in accordance with the Forward Plan.

4.2 The Steering Board has responsibility to the Parties to comply with and operate within the Terms of Reference, and in accordance with the Forward Plan and to approve management reports and to consider future proposals for the ongoing development of the Whisby Nature Park Project.

5. MEMBERSHIP OF THE STEERING BOARD

5.1 The Steering Board shall comprise a total of up to 13 Members. Three of whom shall be District Councillors being nominated by the District Council; three shall be nominated by the Trust; three shall be County Councillors nominated by the County Council; one shall be nominated by the Parish Council and up to three may be Appointees appointed to bring specialist knowledge as appropriate for the operation of the Project and the Whisby Nature Park.

5.2 Each Member of the Steering Board shall hold office for a period of four years, and shall be eligible for re-election at the expiry of that term. Members of the Trust, District Councillors, County Councillors and the Parish Councillor shall only hold positions on the Steering Board during the term of their elected term of office or appointed

service to that Representative Organisation. Any Replacement Member shall hold office for the balance of the four year period.

- 5.3 The Steering Board shall have power to co-opt up to a maximum of three Appointees as Members of the Steering Board at any one time such Members serving for specified periods of time as determined by the Steering Board but not exceeding a period of four years from the date of appointment of the Appointee.
- 5.4 Appointees shall be persons likely to bring appropriate specialist knowledge for the operation of the Whisby Nature Park Project to the Steering Board. Names of prospective Appointees may be put forward by any Representative Organisation and shall be notified in writing to the Secretary with details of their specialist knowledge. The Secretary shall submit details of the prospective Appointee to the next appropriate meeting of the Steering Board.
- 5.5 Appointees shall be proposed and seconded by any Member of the Steering Board and co-opted by a simple majority vote at a meeting of the Steering Board.
- 5.6 Officers shall not be Members of the Steering Board, but shall attend to support and service the meetings. Officers for specialist topic reports including the Witham Valley Country Park. shall from time to time be authorised to attend the Steering Board.
- 5.7 No substitutes of any Member shall be permitted to attend and serve on the Steering Board.

## 6. TERMS OF REFERENCE OF THE STEERING BOARD

- 6.1 The Steering Board shall operate within the Terms of Reference through their own operations and expertise and shall be responsible for the following matters:-

6:1:1 The Steering Board shall regularly review the operation of the Whisby Nature Park Project to ensure that it operates as ~~an~~ a sustainable, integrated centre of excellence and innovation, particularly in the fields of environmental education, biodiversity, sustainability, health, community wellbeing, habitat creation and as a visitor attraction.

~~6:1:2 The Steering Board shall consider proposals for the future development of the exhibition area within the Natural World~~

~~Centre, nominating specialist advisers, if appropriate, who may be co-opted on the Steering Board as Appointees.~~

6:1:32 The Steering Board shall approve the ~~three year~~ Forward Plan. The Forward Plan shall be prepared by the officers of the parties, including Lincs Inspire Ltd on behalf of the District Council

~~6:1:4 The Steering Board shall approve the three year Forward Plan covering the marketing and promotion of the Whisby Nature Park Project.~~

6:1:53 The Steering Board shall champion the Whisby Nature Park Project's involvement in the ~~Witham Valley Country Park through invitation to the Witham valley Country Park Project Officer, who shall provide updates as required~~wider Lincolnshire visitor and tourism sector, including the Witham Valley Country Park.

6:1:64 The Steering Board shall ensure that all necessary authority exists (whether legislative or otherwise) for actions taken.

6:1:75 The Steering Board shall keep formal records through minutes of decisions made by the Steering Board.

6:1:86 The Steering Board shall liaise at all times with the Representative Organisations in effecting and implementing decisions.

## 7. RECOMMENDATIONS OF THE STEERING BOARD

7.1 The Steering Board shall approve the Forward Plan at each Annual Meeting

7.2 Other than as stated in Clause 7.1 all other business of the Steering Board shall be in the form of recommendations made through the Minutes to the Representative Organisation. The respective Representative Organisations are not bound to accept the recommendations of the Steering Board but will not reject any recommendation without first meeting with the Steering Board to afford an opportunity to discuss and attempt to resolve the issues

involved. Should the issues remain unresolved the Representative Organisation shall give reasons in writing for their decision.

8. CHAIRMAN AND VICE-CHAIRMAN OF THE STEERING BOARD

- 8.1 The Chairman and Vice-Chairman of the Steering Board shall continue to be appointed for a period of two years at the Annual Meeting in ~~2011-2019~~ and thereafter for periods of two years each. In accordance with the Pattern of holders of office of Chairman and Vice-Chairman as set out in Clause 8.4. Subsequent Chairmen and Vice-Chairmen shall be elected at alternate Annual Meetings.
- 8.2 Only District Council, County Council and Trust Members of the Steering Board shall be eligible to be nominated to the positions of Chairman and Vice-Chairman of the Steering Board.
- 8.3 Where more than one person is nominated there shall be an election and all Members of the Steering Board present at the meeting shall be entitled to one vote each. Nominations shall be made only from those Members of each Representative Organisation entitled to stand in accordance with the Pattern of office holders set out in Clause 8.4
- 8.4 The Pattern of holders of offices of Chairmen and Vice-Chairmen shall be as below and this Pattern shall be repeated at six-yearly intervals:-

Representative Organisation	Year of Election		
	<del>2011</del> <u>2019</u>	<del>2013</del> <u>2021</u>	<del>2015</del> <u>2023</u>
District Council	<del>Chairman</del>	<u>Vice-Chairman</u>	<del>Vice-Chairman</del>
County Council	<u>Vice-Chairman</u>	<del>Vice-Chairman</del>	<u>Chairman</u>
Trust	<del>Vice-Chairman</del>		Vice-Chairman

8.5 For the avoidance of doubt all those nominated for the offices of Chairman and Vice-Chairman shall be permitted to vote in their own election.

9. SECRETARY TO THE STEERING BOARD

9.1 The Secretary to the Steering Board shall be a Democratic Services Officer being an officer of the District Council whose costs shall be met by the District Council.

10. QUORUM

- 10.1 The quorum for the taking of decisions of the Steering Board shall be not less than four voting Members.
- 10.2 Failure to achieve a quorum within thirty (30) minutes of the time advised for any meeting of the Steering Board shall render the meeting adjourned. The Secretary shall reconvene the Steering Board within 10 working days.
- 10.3 Any meeting of the Steering Board which becomes inquorate shall cease its business until a quorum is re-established provided that such re-establishment occurs within thirty (30) minutes of the meeting being declared inquorate. Failure to re-establish a quorum within the said time limit shall render the meeting closed.

11. CONFIDENTIALITY

- 11.1 Each Member shall be obliged to disclose and declare any interest whatsoever whether pecuniary or non-pecuniary in any matter being considered by the Steering Board, and shall not take part in or seek to influence in any way whatsoever the consideration or discussion of such matter including but not limited to attendance at meetings of the Steering Board at these times or take part in any vote on any such matter.
- 11.2 Each member shall be bound by confidentiality in all information reported to the Steering Board except insofar as the Steering Board may issue or have issued a Press Statement in respect of such information or where Sub-Clause 11.3 applies. In particular each Member shall not disclose information relating to but not limited to:
- 11:2:1 The financial or business affairs of any Party or person.
- 11:2:2 The amount of any expenditure incurred or proposed to be incurred by the Recipient or the Trust through the Steering Board or under any particular contract for the acquisition of property or the supply of goods or services.
- 11:2:3 Any terms or proposed terms in respect of any negotiations for a contract for the acquisition or disposal of property, or the supply of goods or services.

11:2:4 The identity of any person tendering for a contract for the supply of goods or services.

11:2:5 Any legal advice or opinion received, including but not limited to any information obtained or action to be taken in connection with any legal proceedings or determination, affecting the Steering Board, Recipient, any Representative Organisation or Person.

11.3 Nothing in this Clause shall prevent a Member discussing with or reporting on the activities of the Steering Board to its own Representative Organisation.

## 12. RESIGNATION AND CASUAL VACANCIES

12.1 Members shall automatically be deemed to have resigned should they fail to be re-elected, as District Councillors; County Councillors; or Parish Councillors; or shall cease to be a member of the Trust. However any resignation by a Member shall be notified in writing by or on behalf of the appropriate Representative Organisation to the Secretary on 28 days notice and such resignation shall be notified to the Steering Board at its meeting next following the effective date of resignation.

12.2 Any casual vacancy in the membership of the Steering Board shall be filled as soon as possible by the respective Representative Organisation and the Representative Member appointed shall hold office for the unexpired term of office of the Member replaced.

12.3 It shall be the responsibility of the respective Representative Organisation to appoint a Replacement Member to the Steering Board in the event of a resignation or casual vacancy of any of its appointed Members such appointment to be made at the next following meeting of the Steering Board or within 28 days of the effective date of resignation or casual vacancy whichever date shall be the later.

12.4 Any Member failing to attend three (3) consecutive duly convened meetings of the Steering Board shall be deemed to have resigned from the Steering Board with effect from the close of the third meeting.

12.5 Any Member who shall persistently breach any provision of this Constitution may be removed from the Steering Board on the vote of at least two thirds of the Members present at that meeting.

~~12.6 No substitutes of any Member shall be permitted to attend and serve on the Steering Board~~

13. FREQUENCY AND VENUE

13.1 Meetings shall be held at a place, time and date to be determined by the Steering Board or at such other frequency as approved by the Steering Board.

13.2 Fourteen days notice of the holding of a meeting shall be given to Members.

13.3 Agenda for a meeting shall be distributed at least five clear working days before the holding of the meeting of the Steering Board. Wherever possible, Minutes will be produced within 14 working days of the meeting.

13.4 Meetings of the Steering Board may also be called by the Chairman or upon receipt by the Secretary of a written request for the holding of a meeting, supported by at least five Members of the Steering Board. Such meetings shall take place within ten working days.

13.5 The Chairman and/or Vice Chairman together shall have the power to cancel meetings where there is insufficient business for the Steering Board to consider or in exceptional circumstances such as adverse conditions.

13.6 Notice of cancellation of a meeting of the Steering Board must be served by the Secretary on all Members not less than twenty-four (24) hours before the meeting was due to commence.

14. ANNUAL MEETING

14.1 An Annual Meeting of the Steering Board shall be held each year in order to:-

- (i) Elect a Chairman and Vice-Chairman in line with 8.4.



- (ii) review and amend the Constitution if required subject to prior approval of the District Council, the Trust and the County Council.

~~(iii) — receive the Forward Plan, jointly prepared by the partners~~

15. VOTING RIGHTS

15.1 Every decision or resolution of the Steering Board shall be carried where there is a simple majority of votes of those voting Members in attendance at the meeting except in so far as an alteration to or rescission of the Constitution is concerned.

15.2 In case of equality of votes, the Chairman will have a second or casting vote.

16. AMENDMENTS TO THE CONSTITUTION

16.1 The Constitution may be amended or added to by resolution by two thirds majority at the Annual Meeting of the Steering Board and provided that the District Council, the Trust and the County Council agree the amendments in writing.

16.2 Any motion to rescind the Constitution and to dissolve the Constitution shall first be put to the District Council, the Trust, the County Council and the Parish Council for consideration. Rescission of this Constitution will affect the financial arrangements contained in this Deed and cannot be effected except by prior written agreement of the District Council, the Trust and the County Council.

16.3 Any motion to amend the Constitution shall be submitted in writing to reach the Chairman at least 28 days before the date of the meeting at which it is to be put and shall at the same time be submitted to the District Council to the Trust the County Council and to the Parish Council for prior approval.

16.4 All Members of the Steering Board shall receive a copy of such a motion at least 14 days before the holding of a meeting. The notice of motion shall be sent out by the Secretary.

17. RECORDS

17.1 The Secretary shall prepare the Minutes of the meetings of the Steering Board and the Annual Meeting and shall distribute a fair copy

to each Member within fourteen (14) days of the date of the last meeting or earlier in the event of an emergency meeting being convened

17.2 Any recommendation to be approved by a Representative Organisation shall be submitted to a nominated officer of the Representative Organisation who shall arrange for necessary approvals to be obtained.

17.3 The Minutes shall be presented to the next appropriate meeting of the Steering Board for approval of accuracy or otherwise of the Minutes as a correct record.

17.4 The Minutes signed by the Chairman shall be evidence of the decisions recorded.

~~17.5 The Annual Report on the years workings of the Steering Board shall be prepared by the Chairman and presented to the Annual Meeting.~~

18. PERIOD OF APPLICABILITY OF THE CONSTITUTION

18.1 The Steering Board commenced in 1999 and continues to meet for the development of Whisby Nature Park. The Constitution has been revised in ~~2011~~2019.

18.2 In the event of a dissolution of the Steering Board following approval in writing by the District Council, the Trust and the County Council all funds outstanding after all commitments have been honoured shall be dispersed by the Steering Board prior to the dissolution in accordance with recommendations from the Representative Organisation.

19. INTERPRETATION

19.1 Any aspect not covered by this Constitution or any questions or interpretations of the meaning or content of this Deed shall be raised and dealt with in the first instance by the Chief Executives of the Parties but if the matter cannot be resolved in this way then any Party may seek arbitration under the provisions of Clause 20 below.

19.2 The law of England and Wales shall apply to this Deed.

20. ARBITRATION

20.1 If at any time any dispute or question shall arise between the Parties (including any outgoing Parties) about this Constitution arising out of

or in connection with this Constitution or its validity, construction or performance and which has not been resolved within a reasonable time under 19.1 above then the same shall be referred to an Arbitrator to be nominated upon the request of any Party by the President for the time being of the Law Society and according to the provisions of the Arbitration Acts 1996 and the decision of the Arbitrator shall be final and binding on the Parties and any outgoing Party.

21. ADOPTION OF CONSTITUTION

21.1 The Constitution was originally adopted as the Constitution of the Whisby Natural World Millennium Steering Board at a meeting duly convened at the Pride of Lincoln, North Hykeham on Friday 4 June 1999.

21.2 The Constitution has been subsequently amended at a meeting of the Steering Board in July 2011

Signed by )  
as Chairman of the )  
WHISBY NATURE PARK )  
STEERING BOARD in )  
the presence of:- )

Secretary to the Steering Board

IN WITNESS whereof the parties hereto have hereunto set their respective Common Seals the day and year first before written.

The Common Seal of )  
NORTH KESTEVEN DISTRICT COUNCIL )  
was hereunto affixed )  
in the presence of:- )

Chief Executive

The Common Seal of )  
LINCOLNSHIRE WILDLIFE TRUST )  
was hereunto affixed in )  
the presence of:- )

Chief Executive

The Common Seal of )  
LINCOLNSHIRE COUNTY COUNCIL )  
was hereunto affixed in )  
the presence of:- )

Authorised Officer

Signed for and on behalf of )  
THORPE ON THE HILL PARISH COUNCIL )  
by the CHAIRMAN of the Parish Council )

Chairman