



## **KENT REPTILE AND AMPHIBIAN GROUP CONSTITUTION**

### **1. PREAMBLE**

- 1.1 The name of the Group shall be the KENT REPTILE AND AMPHIBIAN GROUP abbreviated to KRAG.
- 1.2 KRAG shall be non-party political, non-sectarian and non-profit making.
- 1.3 KRAG shall not support or become involved with any organisation or individual engaged in activities which are illegal under the Wildlife and Countryside Act, 1981, or any of its subsequent amendments, or are in any other way unlawful.
- 1.4 KRAG shall operate in the Vice Counties of East & West Kent (hereafter Kent).
- 1.5 KRAG is a membership organisation and the Hon. Secretary shall keep a roll of membership in accordance with GDPR (see Section 7). Members will be responsible for electing the KRAG Committee that represents them. Further details of KRAG membership are shown in Section 6.

### **2. KRAG OBJECTIVES**

- 2.1 To promote the conservation of all native species of amphibian and reptile and their habitats in Kent and throughout the British Isles whenever necessary.
- 2.2 To record and monitor the distribution and status of amphibians and reptiles in Kent including colonies of introduced species.
- 2.3 To liaise with and provide advice on amphibians and reptiles and the management of their habitats to all relevant statutory and non statutory organisations and agencies and the general public.
- 2.4 To foster an interest in amphibians and reptiles and their conservations and to develop the skills of those interested in these species.

### **3. COMMITTEE STRUCTURE**

- 3.1 The affairs and policies of the Group shall be administered and decided by a Committee (referred to hereafter as The Committee).
- 3.2 The Committee shall include an Honorary Chairman, an Hon. Secretary, an Hon. Treasurer, Recording Officer, and at least one representative from any sub-group and other posts (e.g. Education Officer, Events Officer, Publicity Officer) as the Committee considers appropriate.

- 3.3 Committee members shall be elected at an AGM and such members will have voting rights. They will normally serve a term of three years and at the end of this period there will be an election for any posts at full-term. Posts that fall vacant before full-term may be filled by members co-opted by majority vote of the Committee and such co-opted members will have voting rights. Elections for such posts will be held at the next AGM. The KRAG secretary will inform the membership about vacant or full-term posts for election, not later than four weeks before an AGM. Nominations for each post must be submitted with the names of a proposer and seconder not less than two weeks before the AGM. Nominations will also be accepted for postholders seeking re-election.
- 3.4 Not more than one individual employed by any particular corporate member may be elected to serve on The Committee and such individuals will not serve as representatives of a corporate member.
- 3.5 The Committee will have the right to co-opt onto the Committee representatives from other voluntary bodies concerned with herpetofauna and wildlife conservation or other individuals who, by virtue of their specialised local knowledge, make a valuable contribution to the objects of KRAG. Such members will not have voting rights.
- 3.6 No business shall be transacted at any Meeting unless a quorum of **four** voting members is present for the duration of the Meeting.

#### **4. OPTIONAL APPOINTMENT OF A PRESIDENT**

##### *Preamble*

- 4.1 The post of KRAG President may be filled if it is deemed by the Committee that this would support the work of the Group and in particular that of the Chairperson.
- 4.2 It is not intended that KRAG necessarily has a President but that the post may be filled if i) the need for a President is agreed by the Committee, and ii) a suitable candidate is available.
- 4.3 The President will be elected by the Committee and when a serving President comes to the end of his/her agreed term then a re-selection and election process by the Committee is required.

##### *Role of a President*

- 4.4 The President would be expected to agree to
- i) Being available to consult with the Chairperson on issues affecting KRAG and conservation more widely
  - ii) Attend general Committee Meetings on an *ad hoc* basis
  - iii) When possible attend the Annual General Meeting
  - iv) At the request of the Chairperson and when possible, to represent KRAG at high profile events in relation to herptile conservation
  - v) Take the initiative to use his/her experience to ensure that the Committee is well informed on matters affecting herptile conservation in Kent

### *Term for a President*

- 4.5 The President will serve a term not exceeding five years. Otherwise the length of term will be the subject of an agreement between the candidate and the Committee (normally represented by the Chairperson).

### *Selection and Election of a President*

- 4.6 The President of Krag will be selected and elected in the following way:
- i) By majority vote, the Krag committee may decide that the post of President should be filled
  - ii) The Committee will compile a list of possible candidates
  - iii) The Committee will vote on the names, each member assigning a first and second choice
  - iv) The offer of President will be made to the name with the most first choice nominations
  - v) In the case of a tie then the Chairperson will have an additional deciding vote
  - vi) If the selected and elected President declines the offer to serve then the selection and election process should be repeated (i.e. the offer should not default to the second person on the list)

## **5. SUB GROUPS**

- 5.1 The Committee may establish geographical sub-groups to pursue Krag's objectives within their respective areas. Such sub-groups shall be responsible to the main Krag Committee for all the matters set out in this constitution.
- 5.2 Sub-group Committees shall be of not more than 5 members and shall include an Honorary Chairman and an Hon. Secretary/Treasurer. The Committee will have the right to invite representatives from other voluntary bodies concerned with herpetofauna and wildlife conservation to become a member of The Committee.
- 5.3 The Committee shall fix the area of operation of sub-groups at its first meeting(s).

## **6. KRAG MEMBERSHIP**

- 6.1 Krag members will contribute an annual subscription determined by the Committee.
- 6.2 Membership of Krag does not give an individual right of access to private land.
- 6.3 Any individual shall cease to be a member of Krag if:
- i) They cease to be involved in the organisation
  - ii) Their conduct is considered detrimental to the objectives of Krag by not less than 50% of The Committee
- 6.4 Such members will be given two weeks notice of a meeting where the matter will be discussed and they must submit an explanation of their conduct to the Committee, or the sub-group to which they belong, before a vote is taken. The explanation must be submitted in writing and must be received by the Hon. Chairman at least seven full days before the meeting. Committee members may vote by proxy provided that notice of the vote is received by the Hon. Chairman at least two full days before the meeting.

## 7. **DATA PROTECTION (GDPR)**

7.1 The KRAG Chairperson is designated as the Data Protection Officer and is the first point of contact for any queries.

### *Membership data*

- 7.2 KRAG will store names, home addresses and contact e-mail addresses of members and affiliates on a password protected, private computer that is not connected to a network. The computer will be protected by a regularly updated antiviruses, spyware and malware program. Within the computer the details will be logged on a spreadsheet. For the purposes of e-mail communications, circulation lists will be stored in a standard e-mail package.
- 7.3 Membership and affiliate data will be strictly confidential and held only by the KRAG Hon. Secretary.
- 7.4 KRAG members and affiliates will only be contacted by e-mail and such messages will be protected using standard encryption.
- 7.5 The data will only be used to contact members and affiliates in accordance with the terms of KRAG membership.
- 7.6 Should members or affiliates wish to confirm what data is held, change those data, or delete data this can be done by contacting the Hon. Secretary.

### *Recording data*

- 7.7 Members and the general public may submit faunal records to KRAG.
- 7.8 Submitted records include the recorder's name and a contact e-mail address. The record holder may also optionally provide a telephone number and address.
- 7.9 The records are held on a computer and backed up, protected by password, and held initially on a spreadsheet and ultimately on a database. Besides KRAG, a copy of these records will also be held but our database manager, the County Recorder for herpetofauna.
- 7.10 These records may from time to time be passed on to other organisations. In this case, any personal details will be deleted so that the records are completely anonymous.

## 8. **DATA SHARING AGREEMENTS BETWEEN KRAG AND OTHER ORGANISATIONS** (*replacing Corporate Members and Conservation Partners*)

- 8.1 Organisations that collect faunal records, especially but not exclusively ecological consultancies, can register with KRAG for the purpose of mutual record sharing to become Data Sharing Partners.
- 8.2 Data Sharing Partners will be eligible for KRAG standard database searches free of charge provided they also submit faunal records to KRAG. The number of faunal records submitted by an organisation in order to obtain free database searches will be determined by the KRAG Committee and may vary from time to time and according to the individual circumstances of the organisation. Submitted records can be marked as 'confidential' and a time limit set for this status. Within this time limit KRAG will not supply these records to a third party.

- 8.3 Registration as a Data Sharing Partner will be free of charge. Organisation wishing to data share with KRAG will sign a data sharing agreement. They will subsequently be entitled to display a KRAG 'Supporting herpetile conservation' logo.
- 8.4 Any organisation can request free standard database searches provided these are for conservation or educational purposes. Searches for commercial purposes are only undertaken free of charge if a data sharing agreement is in place and its terms have been honoured.

## **9. STORAGE AND RELEASE OF DATA**

- 9.1 The Committee shall decide the means of gathering and storage of data. Records shall be maintained by the Recording Officer.
- 9.2 Data collected by members of KRAG may be shared with acknowledged recording centres in accordance with current, ratified Data Exchange Agreements. The Committee reserves the right to revoke such agreement(s) if they feel that the data is not being used in accordance with KRAG aims.
- 9.3 All data on the distribution of amphibians and reptiles shall be deemed as confidential unless its release is specifically authorised by the Committee.
- 9.4 All data shall be deemed to be the copyright of individual contributors but shall be made available to voluntary and statutory nature conservation organisations as appropriate.

## **10. RAISING AND DISPERSING FUNDS**

- 10.1 The Committee may acquire funds for furthering the objectives of KRAG so long as the person or organisation providing funds does not conflict with the aims of other voluntary bodies concerned with herpetofauna conservation.
- 10.2 Funds may be sought through applications for grants, a process of 'crowd funding' or other means approved by the Committee.
- 10.3 The use and disposal of funds will be at the discretion of the Committee provided expenditure does not exceed income and reserves, taking into account all financial obligations.
- 10.4 In using funds to obtain services for projects it is not envisaged that KRAG will employ any staff. The wording of any recruitment messages will make it clear that a contractor is being sought in a competitive process, i.e. applicants will submit bids to deliver the outputs specified by KRAG but will do this according to their own plan and at their suggested cost. Anyone will be eligible to bid to deliver the contract, including KRAG members and Committee members. Those undertaking paid work on behalf of KRAG will be required to be self-employed and have their own public liability insurance.
- 10.5 To ensure transparency in the award of contracts the following precautions will be observed:
- i) In the case where the contract is for a sum of £1500 or more then it will be advertised to all KRAG members and, if the Committee considers it necessary, other interested parties. The advertisement will include a list of selection criteria. Contracts for less than £1500 may be awarded at the discretion of the KRAG Committee alone or however the Committee deems appropriate.

- ii) The selection board will consist of at least 4 Committee members and will exclude any parties applying for the commission.
- iii) The membership will be informed about who has won the contract to deliver the service.

10.6 Where funds have been raised for specific projects it will be incumbent on the project leader to meet any terms agreed with funders as part of the project process and in all cases 1) account for funds, and 2) report on progress.

## **11. COMMERCIAL INTEREST**

11.1 KRAG members shall not promote their own business interests within the Group, or use the Group as a means of promoting their business interests.

11.2 If, as a result of acting on behalf of KRAG, a member gains an opportunity to act as a paid consultant this opportunity should be drawn to the attention of the KRAG Committee to ensure that this would not impact negatively on the reputation of KRAG and that best practice will be observed in the execution of the consultancy.

## **12. PUBLICITY, PUBLICATIONS AND PROMOTIONS**

12.1 Publications, displays, letterheads and other publicity and promotional material may include the KRAG logo.

12.2 KRAG will maintain an internet web site, as finances permit. The method of managing and operating the website will be determined by the Committee and will reflect the financial position of KRAG but may include the payment of a professional management fee.

## **13. GROUP MEETINGS**

13.1 KRAG shall hold an Annual General Meeting at such time and place as may be determined by The Committee, giving at least 21 days notice to members, at which Committee members and officers will be elected.

13.2 The Committee shall meet at intervals as determined by the Committee.

13.3 There may be general meetings to be called 'Extraordinary Meetings' open to all members of KRAG, as business dictates. An Extraordinary Meeting can be held at any time and place determined by The Committee, with at least 14 days notice being given to members.

13.4 The minutes of Annual General Meetings, Committee Meetings and Extraordinary Meetings will be made available to members within one month of such meetings.

## **14. VOTING AT MEETINGS**

14.1 For resolutions, members must declare any interest in the matter being voted upon (for Special Resolutions see 16 below).

14.2 Members who have no such declared interest shall be entitled to one vote.

14.3 Any member with such a declared interest shall be able to speak, but has no voting rights.

14.4 In the event of an equality of votes, the Hon. Chairman of KRAG shall have the casting vote.

## **15. ACCOUNTS**

- 15.1 The Committee shall cause accounting records to be kept by the Krag Hon. Treasurer.
- 15.2 The financial year shall run from 1 January to 31 December.
- 15.3 Bank accounts shall be maintained in the name of the Kent Reptile and Amphibian Group. Cheques may be signed by any of Krag's authorised signatories. Expenditure in excess of £200 must be given prior approval by The Committee. The account must not be overdrawn.

## **16. POLICY STATEMENTS**

- 16.1 Krag may hold Policy Statements relating to activities outside of the scope of this constitution.
- 16.2 Policy Statements may be drawn up at any time but their adoption requires the approval of two thirds of The Committee.
- 16.3 Amendments to Policy Statements are subject to the conditions outlined in Section 16 below.

## **17. ALTERATIONS TO CONSTITUTION (Special Resolution)**

- 17.1 Any alterations to this Constitution or accompanying Policy Statements shall require the approval of two thirds of The Committee.
- 17.2 Any Special Resolution for the alteration of the Constitution or Policy Statement must come from a member of The Committee and must be received by the Krag Secretary at least eight weeks before the meeting at which the resolution is to be brought forward and must be passed by two thirds of the members present.
- 17.3 The Committee members may vote by proxy provided that notice of the vote is received by the Krag Secretary at least one week before the meeting.

## **18. DISSOLUTION**

- 18.1 The Krag may be dissolved by The Committee, satisfying a resolution passed at a meeting of The Committee, provided that such a resolution comes from a member of The Committee. At least eight weeks notice will be given to the Krag Secretary before the meeting at which the resolution is to be discussed and it will subsequently be circulated to The Committee at least two weeks before this meeting.
- 18.2 Any assets of Krag will, after discharge of any liabilities, be transferred evenly to those charitable organisations to which Krag is affiliated.