

# The Burton Waters Residents Group and Recognised Tenants Association

*(Document to confirmed by the BWRG AGM on 140526. The BWRG Committee and BWML Board confirmed Appendix D on 080725.).*

## BACKGROUND

**Burton Waters (BW)** is now a substantial community with multiple residential and commercial developments and organisations. BW Leaseholders and Tenants/Renters have duties and responsibilities under their leases, licences, and tenancies. **Burton Waters Residents Group (BWRG)** has as its key purpose, “**Working Together for a Better Community**”. It was established in 2016 and accepted as a **Recognised Tenants Association (RTA)** by the Freeholder in 2019. As an RTA, BWRG has substantial powers to work on matters like the Service Charge, appointments of BWML Directors and Managing Agents. BWRG and RTA are **not-for-profit** organisations.

Everyone who lives at Burton Waters can join the BWRG, which is free, and membership is obtained by email or letter to Burton Waters Residents Group <info@bwr.org.uk>.

**Burton Waters Management Ltd (BWML)** is a private not-for-profit company limited by guarantee without share capital, with a turnover in the region of £0.5M per year and has some 20 personnel. BWML manages the BW site in a contractual relationship with BW Leaseholders and the Freeholder. It receives the Service Charge from BW Leaseholders. The BWML purpose is to deliver a high quality, secure environment for BW, including its common areas and gardens. BWML hire an agency to manage these tasks, currently **Brown and Co**.

**Burton Waters Moorings Limited (BW Moorings Co)** is a Private Company limited by shares. Leaseholders with moorings on BW Marina Basin hold Licences from the BW Moorings Co under which they are required to pay an annual fee. The BW Moorings Co is required to maintain the Marina Basin and Moorings in good repair and condition.

To avoid confusion in this document, we refer to those who have bought residential or business properties on BW on long leases from the Freeholder, as **BW Leaseholders**. The **Freeholder** for BWRG RTA is Eastmans/Beals, a large property development company. No ground rent is paid by BW Leaseholders to the Freeholder. Not all BW Leaseholders reside on BW. Some BW Leaseholders have more than one property. **BW Tenants/Renters** are those who rent properties from BW Leaseholders.

## THE CONSTITUTION OF BWRG

We, the undersigned, being the Committee of the Burton Waters Residents Group which has been designated as the Burton Waters Recognised Tenants Association (RTA), have modified our Constitution, which was unanimously approved by our Annual General Meeting April 2024.

**BWRG** key purpose is “**Working Together for a Better Community**”. It takes an open and democratic approach to promote good neighbourly relationships, good quality of life, good governance, cost-effective management, and good communications. It exists to promote the wellbeing of all BW people, residential and commercial, who own, lease, or reside in any of the several developments, always acting in the best interests of its members.

BWRG is the legally designated RTA for those residential properties and businesses to the left of the entrance roundabout including Marina Court, ie those within the gated area and those bordered by Park Lane and Burton Lane End.

## Objectives

1. To foster the wellbeing of all BW people and maintain the quality of the BW environment addressing physical, social, and security issues.
2. To represent the RTA leaseholders and tenants on matters of **common** interest to the BWML, BW Moorings Co and/or the Freeholder and /or the Managing Agents in regular formal meetings. This includes seeking to ensure BWML spends the Service Charges wisely and carefully and BW Moorings Co maintains the Marina Basin and Moorings at reasonable cost.
3. To form constructive links to the Parish Council.
4. To do such things, in addition to the preceding Objectives, as may be desirable to BWRG.

## BWRG Membership and BWRG RTA Membership

The BWRG Membership includes all residents and businesses at BW who wish to join. These include residential properties and businesses which are to the left of the entrance roundabout including Marina Court ie those within the gated area and those bordered by Park Lane and Burton Lane End which are covered by the BWRG RTA. It also includes those residential properties and businesses to the right of the entrance roundabout along Woodcock Lane.

1. **Members of BWRG** may be leaseholders or renters of any of the BW sites. Members have full access to all activities of BWRG, the Annual General and other Meetings. They may speak, vote, elect the Committee, select social events, new clubs, and new business relationships and discounts.
2. **Members of BWRG RTA.** This subset of BWRG Members are the leaseholders of the properties currently part of the RTA (defined above) and who hold their leases from Beals/Eastmans under similar terms. In the BWRG RTA each leasehold property may have one BWRG RTA Member and one vote on RTA related matters. RTA matters are defined by the Chair. All BWRG RTA members are automatically full members of BWRG.
3. All Members may hold Membership Cards which confirm their membership. If BWRG introduces membership fees they will apply to all the Members. Members will usually be expected to be up to date with Service Charge payments unless exemptions apply.
4. Where a BW Leaseholder rents a property to a BW Tenant/ Renter that tenant/renter may be an additional member of BWRG.
5. In general, decisions taken by BWRG will be by consensus after debate or an open vote at a meeting. In all voting matters, including BWRG and BWRG RTA, one membership vote is allowed per property.
6. A BW Leaseholder may give a proxy vote to a BW Tenant. A BW Leaseholder who holds more than one property will have one vote for each property, but they may pass the vote to a BW Tenant. In all cases, they must inform the Membership secretary who will hold the vote for that property and for how long that will remain the case, with 14 days' notice before any meeting or vote.
7. BWRG operates a GDPR policy. See Appendix B.

## Committee

A committee is elected at the Annual General Meeting (AGM) from members willing to serve on a voluntary basis. Its remit is to provide the leadership and deliver the objectives of BWRG. There is a specified membership of the Committee to conduct work that relates to its role as the BWRG RTA Committee.

1. The Committee shall consist of 6-15 members with a minimum of 6 BWRG RTA members.
2. All committee members have full speaking and voting rights on all committee issues except those that are related to the role of BWRG as an RTA, as defined in the Agenda by the Chair. On RTA issues, everyone may speak but only Committee Members who are also RTA members may vote.

3. Elections for the Committee shall be by open voting at the AGM by Members unless the Committee shall require that voting shall be conducted by a formal ballot by letter and /or electronic means.
4. Committee members shall serve until the next Annual General Meeting unless voted out by an Extraordinary General Meeting.
5. Committee Members may offer themselves collectively or individually for re-election at any Annual, or Extraordinary General Meeting.
6. Unless the chairperson otherwise decides no person shall be nominated for membership of the committee unless at least 14 days prior to the AGM, a written notice of such nominations shall be given to the Secretary, save that existing members of the Committee shall be deemed to be duly nominated if willing to act.
7. The Committee shall have the powers to co-opt further committee members to a maximum membership of fifteen.
8. The Committee shall usually meet every 6 weeks except for one or two summer months.
9. The Committee will have a quorum of 3. Decisions at the Committee which require a vote will be decided by a simple majority. The Chair will have an extra casting vote. Committee members will usually lapse from membership if they do not attend 4 consecutive meetings without an apology or explanation.
10. The Committee may co-opt observers with specific interests or skills but who do not wish to become full committee members, for regular attendance or to attend specific issues for discussion. They will be non-voting attendees at the Committee.

## **Officers**

At its first Committee meeting following the Annual General Meeting, or an EGM, the Committee shall elect a Chair, Vice-chair(s), Secretary, Membership Secretary, Communications Officer, Engagement or Social Officer and a Treasurer, if required. All terms of office to run until the next AGM. Within these terms of office, officers may be elected for shorter periods and offices may rotate between Committee members. At any Committee meeting, the Committee may elect additional officers to support existing officers or to fulfil new roles.

## **Annual General Meeting (AGM) and Additional General and Open meetings**

1. The AGM will receive an Annual Report from the Committee and a Report from a director of BWML.
2. An AGM is open to all members and should be held each year. 30 days' notice in writing of it shall be given, by Notice of the meeting being posted on the Burton Waters' Notice Board, website and/or circulated by letter and/or by electronic means.
3. The agenda will include any matters which conform to the Constitution and that are brought forward by the Committee or Members. Items for inclusion in the Agenda for the AGM and nominations for the Committee must be submitted to the Secretary at least 14 days prior to the AGM. 14 days' notice in writing must be given to the Secretary of any resolution to be moved at the meeting unless such a resolution is accepted by the Chair.
4. The agenda will include, where needed, items or a section of business which is specific to the role of BWRG as an RTA and items or a section of business that relates to its wider role for all BW people.
5. All members have the right (subject to control of the Chair) to speak at any general meeting. Members, when speaking shall preserve the courtesy due to other members and guests keeping with that expected of good neighbors.
6. Votes at the AGM are the principal route by which Members may determine matters that relate to the Constitution, the activities of the Committee, and the objectives of BWRG. When any vote is taken the Chair must state clearly whether it relates to the work of BWRG as an RTA, or to its wider role for all BW people. Only BWRG RTA members can vote on RTA matters.
7. Voting shall be open by a show of the hands of voting members or, if so determined by the Committee, by a formal ballot of voting members by letter and/or electronic means.
8. Decisions at AGMs will be decided by a simple majority of those present or a majority in a formal ballot of all voting members by letter and/or electronic means, if this is requested by the Committee, except when the motion is to dismiss the Committee when the majority shall be required to be two-thirds of voting members.

9. When votes are held in the AGM or in any formal ballot required by the Committee, there shall be one vote per property as defined above.
10. Any BWRG member entitled to vote may authorise in writing (such authority to be to the satisfaction of the Chair) another member to vote on their behalf.
11. Nominations for new members of the Committee must be in writing and signed by the nominee, proposer and a seconder, all of whom must be members of the BWRG.
12. The Agenda, Minutes from the previous AGM and, if appropriate, balance sheets examined by at least one independent examiner, will be available for inspection at least one week prior to the AGM. A notice containing all resolutions and nominations to be moved, with the names of those proposing and seconding each resolution or nomination, shall be kept by the secretary and be available for inspection by any member for 7 days before the general meeting.
13. AGMs will have a quorum of twenty percent of all members and for BWRG RTA business, twenty per cent of BWRG RTA members and if not quorate, the meeting shall be adjourned to another day when members present shall form a quorum.
14. AGM's may be conducted as virtual meetings with skilled IT support at the discretion of the Committee.
15. Additional General Meetings, up to 4 in each year, may be conducted if required by the Committee. The Committee may call Open meetings of all BW Leaseholders and BW Tenants if it judges they will be to the benefit of BW. These Open meetings may be for general or specific purposes, as required.

### **Extraordinary General Meeting (EGM)**

1. An EGM may be called by the petition of 30% of members. Such a petition must be presented in writing to the Chair who must organise such a meeting to be held within 14 days. Procedure and decision-making at an EGM will be the same as at an AGM except where specified to be otherwise.
2. An EGM will have the power to question the Committee and dismiss the Committee by a two thirds majority vote, in a formal ballot of all voting members conducted by letter and/or by electronic means.
3. An EGM will have the power to elect a new Committee in a formal ballot of all members.
4. An EGM will require a quorum of 50% of voting members who have paid their subscriptions (if any) in the preceding year.
5. An EGM will have the power to approve alterations to this Constitution.

### **Formal Relationship with BWML and BW Moorings Co**

The BWRG Committee will in general and in its role as an RTA meet regularly with the Directors of BWML to discuss areas of common interest that affect the enjoyment of BW by its members. BWRG have agreed to a formal Memorandum of Understanding with BWML which is given in **Appendix D**.

The BWRG will aim to meet regularly with the Directors of the BW Mooring Co to discuss areas of common interest that affect the enjoyment of the Marina Basin and Moorings by its members and the repair and condition of the Basin and Moorings.

### **Confidentiality**

All general meetings will be reported to members by means of minutes in paper or electronic form. Comments made by members may be reported but not attributed to individuals. Voting outcomes will be reported overall, but individual votes will not be reported for any BWRG meeting.

### **Use of the Group name**

No member may use the name of the BWRG or the term RTA without prior consultation with the Committee.

### **Withdrawal of membership**

1. The committee may require the withdrawal of any member who, in the opinion of the committee, acts in any manner detrimental to the interests of the BWRG. Any member so removed has a right of appeal to

the AGM where a final decision will be taken by a simple majority vote or, if required by the Committee, by a formal ballot of all voting members.

2. That member will forfeit their subscription if any and lose any benefit which may accrue through membership of BWRG.

### **Amendment of Constitution and Rules**

1. A member of the BWRG may propose a change to these rules by a note to the Secretary in writing at least 14 days before an AGM or EGM.
2. These changes may be approved at either an AGM or an EGM of voting members by means of a simple majority after debate, or if required by the Committee by a formal ballot of all voting members.

### **Financial arrangements and possible charity status**

Membership is free. Should the BWRG AGM decide that subscriptions should be charged, the arrangements for their proper management are given in **Appendix C**. BWRG reserves the right to become a registered charity.

### **Indemnity**

The members of BWRG shall indemnify the officers of the Group and members of the committee against all liability incurred by them in good faith on behalf of and in the name of the Group acting within their authority.

### **Complaints**

All complaints or suggestions on matters regarding the Group shall be made in writing to the Communications Officer.

### **Dissolution**

1. The Group may be dissolved if the number of full members at any time falls below 25 and the committee so resolves, or if the Group in an AGM/EGM so resolves by a majority of at least two thirds of the members present of which resolution notice shall be given in the notice convening the meeting.
2. On dissolution any balance of the funds of the Group shall be paid to a suitable charity to be decided upon at the meeting to dissolve the Group.

## **APPENDIX A: WHAT IS A RECOGNISED TENANTS' ASSOCIATION?**

A tenants' association is in general a group of tenants or leaseholders who hold houses or flats on leases/tenancies from the same landlord or freeholder on similar terms. A Recognised Tenants' Association is one where the members have come together to represent their common interests so that the association can act on the tenants' and leaseholders behalf, and which has been recognised as such for the purposes of the Landlord and Tenant Act, 1985. A tenants association can be recognised either by notice in writing from the landlord to the secretary of the association, or by application to a court, a First-tier Tribunal (Property Chamber). It is important to emphasise that an RTA relates to a single landlord/freeholder and represents leaseholders/tenants who have similar terms in their leases.

A Recognised Tenants' Association ("RTA") gains the benefit of significant statutory rights. For example, when it comes to service charges the RTA must be consulted by landlords (along with the individual tenants) and can play an active and influential part in the process on behalf of its members. From November 2018, Tenants' Associations Regulations state that, while previously at least 60% of qualifying tenants were required to be members of the association, 50% would be so required.

The RTA can:

- Seek and inspect information from the landlord concerning the service charges and costs incurred.
- Appoint a qualified surveyor to advise it on matters related to the service charges.
- Be consulted when the landlord seeks to engage or retain managing agents.
- Must be consulted by landlords in relation to major works and qualifying long term arrangements which are paid for via the service charge.
- Represent tenants and advance their interests in relation to the service charge process.
- Request a summary of the annual service charge expenditure.
- Ask to inspect relevant accounts and receipts.
- Request a summary of the insurance cover and inspect the policy.
- Propose contractors for consideration when the landlord or manager is carrying out major works and inspect the specifications and estimates.

## **APPENDIX B: GDPR POLICY**

- A) Members shall notify any changes of Burton Waters' address including email address to the BWRG Membership Secretary.
- B) The names and addresses, email and telephone numbers of members will be held confidentially on a computer or filing system kept by the BWRG. This will only be done with their consent.
- C) In the event that BWML seeks and gains permission from new and existing residents to provide contact details to BWRG the latter will only use such information to facilitate contact with members and in order to aid members to fully participate in the BWRG.

## **APPENDIX C: FINANCE IN THE EVENT SUBSCRIPTIONS ARE CHARGED**

1. Membership is free. Annual subscriptions (if any) shall be set at the Annual General Meeting after considering proposals from the Committee. This Section only applies should BWRG introduce subscription fees, obtain any form of income or expenditure, or apply for a bank account.

2. A joining fee may be required from every member and must be paid at any time before the subsequent AGM. An annual subscription may be paid by every member after that AGM.
3. A Treasurer must be appointed and all joining fees and subscriptions must be paid to a Treasurer.
4. The above fees will be the subscription for membership of the Group.
5. The fee or subscription for membership will be reviewed annually by the committee and fixed by the Annual General Meeting.
6. All cheques issued by the Group will be signed by the Secretary or Treasurer and one of the committee.
7. The Treasurer will have freedom to make payments up to and including £50 at his/her discretion. Payments for sums greater than £50 must be approved by the committee.
8. Proof of expenditure for reimbursement must be provided if reasonably possible, ideally in the form of receipts.
9. The committee is not authorised to incur any overdraft.
10. The financial year shall end on the 5th April to which date any annual statement of accounts and balance sheet be submitted for approval at the subsequent annual general meeting, having been inspected and approved by an independent examiner appointed at the previous AGM.
11. Account books shall be retained and be available for inspection by members.

#### **APPENDIX D: BWMG/BWML. 080725.**

#### **BWMG/BWML. 08/07/2025.**

#### **MEMORANDUM OF UNDERSTANDING: THE RELATIONSHIP BETWEEN BWRG AND BWML.**

*(Revised version 080725 confirmed at a Joint meeting of BWRG Committee and BW Management Ltd Board)*

Burton Waters Management Limited (BWML) manages the development known as Burton Waters (BW), Lincoln subject to the obligations, rights and stipulations of the leases and its Articles of Association. BWML has the right under the leases to pass reasonable Regulations for the management of BW. BWML revised its Articles of Association in 2020. They include three-year terms of office for the Board of Directors with reselection for up to three terms.

Burton Waters Residents Group (BWRG) is the Recognised Tenants Association (RTA) which represents the interests of the residents of BW subject to its own Constitution. The RTA has legal rights and duties under the Landlord and Tenant Act of 1985. BWRG and BWML both have key roles in ensuring a high-quality environment and good management at BW. They are independent organisations which share a common aim. BWRG updates its Constitution at most Annual General Meetings (AGM). Its Executive Committee is elected annually at the AGM. The Committee elects the Officers for one-year terms. BWRG has a Constitution and Committee Handbook available on its web pages.

BWRG has a membership which extends to all residents on the BW site including those newer developments on Woodcocks Lane. The newer developments are not part of the RTA and the BWRG Constitution makes allowance for the dual nature of the BWRG role as a wider BW membership organisation and as the RTA for a more limited part of the BW site, sometimes referred to as the BW Marina Village.

The formal mechanisms by which BWRG and BWML discharge their duties and responsibilities require clear and carefully recorded agreements and these have been set out in this Memorandum of Understanding (MoU).

This MoU replaces any previous MoU in circulation. Both parties will do their utmost to adhere to this MoU and will always act in good faith towards one another. Both parties also recognise that this MoU is not a legal contract and cannot be enforced through the courts or any other forum.

The Primary Objective of the MoU is to facilitate a collaborative approach to the management of BW on behalf of the residents and leaseholders of BW as a whole in order to maintain their quality of life and enjoyment of BW. Neither party shall do anything to interfere with or frustrate the Primary Objective.

1. BWML, through at least one Board Director, shall report on its activities to the AGM of BWRG.
2. There shall be a schedule of regular Joint Meetings throughout the year between the BWRG Committee and the BWML Board and its Managing Agent, three of which will be focused on budget setting and the Service Charge. The Joint Meetings will be convened and supported by BWML, or the Managing Agent and the chair of the meetings will alternate between BWML and BWRG and may be delegated to another attendee.
3. BWML will determine which members of the BWML Board will attend the Joint Meetings with authority to act on its behalf. BWRG will determine which members of the BWRG Committee will attend the Joint Meetings with authority to act on its behalf, up to a maximum of 4 people. All attendees at the meetings will declare all actual or potential conflicts between their own personal interests and the interests of BWRG and/or BWML.
4. Items for inclusion in the agenda will be provided to BWML by BWRG at least 7 days before the Joint Meeting. BWML (or the Managing Agent) will prepare and circulate the agenda. In particular, financial details on income and expenditure and proposed budgets will be provided by BWML for three specified budget-setting meetings every year. Any proposed changes in BW Regulations will be discussed in the Joint Meeting. A Protocol for passing BW Regulations is attached to this MoU. The two chairs will confirm the minutes.
5. There shall be a nominated BWML Board Director to be a contact point for BWRG, who shall meet with the BWRG Committee Chair regularly in addition to the Joint Meetings, as they both deem necessary, to ensure that communications are comprehensive and consistent.
6. Prior to the appointment of BWML Directors, there will be an initial process involving two elected BWRG Committee members and the BWML Board setting criteria for consideration by a selection/re-selection panel ahead of any appointment to the BWML Board Directors.
7. Two members of the BWRG Committee, usually experienced Officers of the Committee, will then be formally involved alongside existing BWML Directors and any appropriate external advisors in a selection/re-selection process. The outcome of this process will then be recommended to the BWML Board which will confirm the appointment in accordance with its Articles of Association. The aim shall be to maintain a high quality BWML Board which is appropriately skilled and experienced.
8. BWML and BWRG agree that BWML Board Directors should always include a majority of BW Leaseholders unless an insufficient number of high qualities, suitably qualified leaseholders who meet the criteria do not come forward. Both BWML and BWRG recognise that external Directors can make a valuable contribution to the work of the Board by bringing specific skills and an external independent perspective.
9. BWML or its management agents shall introduce BWRG as the RTA to new BW Leaseholders and seek their permission to provide contact details to BWRG so that the leaseholders can, if they choose, take the opportunity, having joined BWRG, to attend the AGM's and EGM's and exercise their rights as voting members of the RTA. BWML will also take other opportunities as agreed in the Joint Meetings to provide the contact details of BWRG to BW Leaseholders and Tenants.
10. BWML and BWRG will work together to maintain good communications with BW Residents and Leaseholders. BWML maintains Communications and Complaints Policies, and these will be developed in consultation with BWRG.
11. BWML and BWRG will maintain a regular, approximately annually, series of half-day meetings to take a shared strategic view of the future of BW and develop a strategic plan. These will normally occur in the months

prior to the BWRG AGM, which is usually in April. Major items which have been periodically considered as possible changes of the governance of the BW Site may be reviewed at this meeting

12. The Memorandum of Understanding will be reviewed in a Joint Meeting every three years and revised if needed by agreement of both parties.

## **Schedule**

### **Protocol Guideline for Passing Regulations**

Notwithstanding that BWML retains the right to pass reasonable Regulations for the management of BW without consultation for the proper management of the development:

1. Either party may raise any matter or issue in connection with the proper management of the BW Development which may require the passing of a Regulation pursuant to BWML's right in the leases.
2. Such matter or issue shall be discussed between BWML and BWRG, and each party shall make available appropriate officers and advisers for that purpose.
3. Following such discussions, BWML shall prepare a draft Regulation, which it shall share with appropriate officers and advisers for that purpose.
4. BWRG shall provide feedback, either in writing or through a meeting, on the draft Regulation within 30 days of receiving it. BWML shall take into consideration such feedback in any subsequent re-drafts of the Regulations (which shall primarily be shared in confidence with the officers of BWRG).
5. Thereafter, BWML shall send a copy of the draft Regulation, accompanied by whatever explanatory note it thinks fit, to every leaseholder, along with an invitation for individual leaseholders to provide feedback on the draft Regulation, either through BWRG or to BWML directly, within a period of time decided by BWML, but not less than 1 month.
6. BWML shall share the outcome of such consultation with BMRG in general terms, while always preserving the identity and personal data of individual leaseholders who have provided feedback.
7. BWRG shall have a further period of two weeks following receipt of such feedback to provide further representations, which BWML shall have regard to before deciding to pass, amend or rescind the Regulation.
8. Once the Regulation has been passed, the parties shall support the enforcement of the Regulation and respect its principles.