

CONSTITUTION

NANTWICH PARTNERSHIP

A. NAME

The name of the Association is **Nantwich Partnership (“the Partnership”)** and will **comprise the Management Team (also known as Nantwich Public Realm Working Group) working as part of Nantwich Local Area Partnership.**

B. ADMINISTRATION

Subject to the matters set out below, the Partnership and its property shall be administered and managed in accordance with this Constitution by the members of the Management Team, constituted by clause G of this Constitution (**“the Management Team”**).

C. OBJECTS

The Partnership’s Objects (**“the Objects”**) is:

To promote, for public benefit, the improvement of economic, social, environmental and cultural health of the Nantwich area.

D. POWERS

In furtherance of the Objects but not otherwise, the Management Team may exercise the following powers:

- (i) to raise funds and to invite and receive contributions provided that in raising funds the Management Team shall not undertake any substantial permanent trading activities and shall conform to any relevant requirements of the law;
- (ii) to buy, take on, lease or exchange any property (excluding land) necessary for the achievement of the objects and to maintain and equip it for use;
- (iii) subject to any consents required by law, to sell, lease or dispose of all or any part of the property of the Partnership;
- (iv) to co-operate with charities, voluntary bodies and statutory authorities operating in furtherance of the objective and to exchange information and advice with them;
- (v) to establish or support any charitable trusts, associations or institutions formed for all or any of the objects;
- (vi) to appoint and constitute such advisory committees as the Management Team may think fit;
- (vii) to do all such other lawful things as are necessary for the achievement of the objects.

E. MEMBERSHIP

Membership is open to any individual, group, organisation, body, corporate or incorporated association who are actively involved in regenerating Nantwich and furthering the Partnership's work and who supports the objects.

Conditions of membership:

- (iii) Representations to the Press or any external body relating to past, current or future business of Nantwich Regeneration Partnership by any member must be done in liaison with the Chair, or in the absence of the Chair, the Vice Chair, and/or the Nantwich LAP Manager.
- (iv) Members will enhance and develop wider partnership working, bringing together the community.

F. HONORARY OFFICERS OF THE MANAGEMENT TEAM

- (i) The Honorary Officers (called the Officers) will be the Chair and Vice Chair; persons who have served for 12 months will be eligible for nominations of Chair.
- (ii) The Officers will be elected by the members, on an annual basis at the Annual General Meeting (AGM), but shall not hold office for more than a full term of 6 years.

G. MANAGEMENT TEAM

- (i) Key Roles:
 - a) Provide the leadership, strategic vision and direction for Nantwich Partnership and also provide suitable performance management to assure delivery of its objectives.
 - b) Develop and agree Work Plans.
 - c) Control Finance.
 - d) Evaluate project proposals from Nantwich LAP consultations and the LAP Area Management Group.
 - e) Commission/launch projects including governance arrangements and forming Steering Committees if required.
 - f) Lead, support, reject or defer projects.
 - g) Meet regularly to discuss any issues and progress.
 - h) Provide support and advice to community groups.

- (ii) The Management Team will consist of at least 5 members and no more than 11 and shall include the following:
 - (a) The Elected Chairman and Vice Chairman.
 - (b) Representatives from each of the following:
 - Nantwich Civic Society.
 - Cheshire East Council.
 - Nantwich Town Council.
 - One representative from the Business Community.
- Note:
- The Nantwich LAP Manager provides the secretariat.
 - Finance control and accounting will be provided externally.
- (iii) The proceedings of the Management Team shall not be invalidated by any vacancy amongst their number or by any failure to appoint or any defect in the appointment or qualification of a member.
 - (iv) To maintain the political neutrality of the Partnership, all elected representatives of political parties are to be precluded from holding any Office or Chair on the Partnership.
 - (v) The Management Team will set up such “Task and Finish Groups” and Sub-Committees as deemed necessary for the running of projects required for successful operation of the Partnership. Each Task and Finish Group will have a Chair from the Management Team, or a Chair appointed from elsewhere who will be co-opted on to the Management Team for the duration of the task.

H. DETERMINATION OF MEMBERSHIP OF THE MANAGEMENT TEAM

A member of the Management Team shall cease to hold office if he or she:

- (i) Becomes incapable by reason of mental disorder, illness or injury or managing and administering his or her own affairs;
- (ii) Is absent without valid reason given to and accepted by the Management Team from all their meetings held within a period of six months and the Management Team resolve that his or her office be vacated; or
- (iii) Notifies to the Management Team a wish to resign (but only if at least five members of the Management Team will remain in office when the notice of resignation is to take effect).

I. MANAGEMENT TEAM MEMBERS NOT TO BE PERSONALLY INTERESTED

- (i) No member of the Management Team shall acquire any interest in property belonging to the Partnership or receive remuneration or be interested (otherwise than as a member of the Management Team) in any contract entered into by Management Team.

- (ii) All Management Team members should declare any interest or potential interest that may arise in respect of a project, contract or other matter to which the Partnership is or may become a party. The Nantwich LAP Manager will maintain a register of the declared interests, which details the nature and extent of those interests. The register will be made available to members of the public. Where a conflict of interest is declared the member should not influence any decision on the matter. He/she should abstain from any vote and withdraw from the meeting room whilst the relevant matter is being discussed.
- (iii) No contract or other award should be made to a member of the Management Team's company or any other organisation or group in respect of which an interest has been declared without the prior approval of the Management Team. Whenever members are unsure of the seriousness of a potential conflict of interest, they should raise the issue in advance and seek Management Team guidance. Where there is any doubt they should err on the side of caution and withdraw.

J. MEETINGS AND PROCEDURES OF THE MANAGEMENT TEAM

- (i) The Management Team shall hold at least six Ordinary Meetings each year. A Management Team meeting may be called at any time by the Chair or by any two members of the Management Team, not less than 4 days notice being given to the other members of the Management Team of the matters to be discussed but if the matters include an appointment of a co-opted member then not less than 21 days notice must be given.
- (ii) There shall be a Quorum when at least 3 members of the Management Team are present at a meeting.
- (iii) Every matter shall be determined by a majority of votes of the members of the Management Team present and voting on the question but in the case of equality of votes the Chair of the meeting shall have a second or casting vote.
- (iv) The Management Team shall keep a note of agreed actions at meetings and those of any Sub-Committees.
- (v) The Management Team may from time to time make and alter rules for the conduct of their meetings and the custody of documents. No rule may be made which is inconsistent with this Constitution.

K. MANAGEMENT SUB-COMMITTEE

A Management Sub-Committee comprising the Chair and Vice Chair of the Management Team and the Nantwich LAP Manager shall act on behalf of the Management Team in any matter that is of an urgent nature or requiring immediate action where it would be impractical or unreasonable to convene a full meeting of the Management Team. All actions of the Sub-Committee will be reported back to the Management Team for ratification at the earliest opportunity. The Quorum for decision-making shall be any two of the three members.

L. INDEPENDENCE OF PARTNERSHIP

The Officers, Management Team and Members will always ensure that the Partnership is independent of any body corporate or incorporated association at all times.

M. RECEIPTS AND EXPENDITURE

- (i) The funds of the Partnership, including all donations, contributions and bequests, shall be paid into an account operated by the Management Team in the name of Nantwich Partnership.
- (ii) The funds belonging to the Partnership shall be applied only in furthering the objective identified at Clause C.

N. ACCOUNTS

The Management Team will hold the accounts on behalf of Nantwich Partnership establishing its own bank account and accounting procedures to include:

- (i) The keeping of the accounting records for the Partnership.
- (ii) The preparation of Annual Statements of Accounts for the Partnership.
- (iii) The auditing or independent examination of the Accounts of the Partnership.
- (iv) The Management Team shall be responsible for the recovery of VAT, as permitted, on any goods or services it procures on behalf of the Partnership.

O. ACTION PLAN

The Partnership's Action Plan will be determined on an annual basis and will be updated periodically.

P. ANNUAL GENERAL MEETING (AGM)

- (i) There shall be an AGM of the Nantwich Partnership, which shall be held in the month of October in each year or as soon as practicable thereafter.
- (ii) The AGM shall be called by the Management Team. At least 21 days notice of the Annual General Meeting will be given to all the members of the Partnership. All the members of the Partnership and interested parties shall be entitled to attend the meeting which will be held in public.
- (iii) The Management Team shall present to each AGM the Annual Report and Accounts of the Partnership for the preceding year.
- (iv) Nominations for election to the Management Team must be made by members of the Partnership in writing and must be in the hands of the Nantwich LAP Manager of the Management Team at least 14 days before the AGM. Should nominations exceed vacancies, elections shall be by ballot.

Q. EXTRAORDINARY GENERAL MEETINGS (EGM)

The Management Team may call an EGM of the Partnership at any time. If at least one third of the members request such a meeting in writing stating the business to be considered, the Nantwich LAP Manager shall call such a meeting at least 21 days must be given. The notice must state the business to be discussed.

R. DISSOLUTION

If the Management Team should decide that it is necessary or advisable to dissolve the Partnership, it shall call a meeting of all members of the Partnership of which not less than 21 days notice (stating the terms of the resolution to be proposed) shall be given. If the proposal is confirmed by a two-thirds majority of those present and voting, the Management Team shall have power to realise any assets held by or on behalf of the Partnership. Any assets remaining after the satisfaction of any proper debts and liabilities shall be given or transferred to a body having objectives similar to the objectives of the Partnership as the members of the Partnership may determine or failing that shall be applied for some other charitable purpose.

THIS CONSTITUTION WAS ADOPTED AT THE NANTWICH PARTNERSHIP

MEETING HELD ON 9th OCTOBER 2012

SIGNED:

Chairman: Jeff Stubbs

SIGNED:

Vice Chairman: John Weir