

CONSTITUTION

SANDBACH PARTNERSHIP

A. NAME

The name of the Association is **Sandbach Partnership (“the Partnership”)** and will comprise the **Management Team and The Sandbach Partnership Forum**.

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 Sandbach 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 of the Partnership Forum shall be open to:

- (i) Any person who is interested in furthering the work of the Partnership and who supports the objects. These members will hereinafter be called "Ordinary Members".
- (ii) Any body, corporate or incorporated association, which is interested in furthering the Partnership's work and who supports the objects. These members will hereinafter be called "Member Organisations".

Conditions of membership:

- (iii) All Members will have their membership ratified by the Management Team.
- (iv) A list of all members, both Ordinary Members and Member Organisations, will be maintained by the Sandbach Partnership Management Team. Collectively these will be called "Members".
- (v) All Members will be committed to maintaining the independence of the Partnership in the attainment of its Objects.
- (vi) Ordinary Members shall have one vote.
- (vii) Each Member Organisation shall appoint an individual to formally represent it and to vote on its behalf at meetings of the Partnership Forum; and may appoint an alternate to replace its appointed representative at any meeting of the Partnership Forum if the appointed representative is unable to attend.
- (viii) Each Member Organisation shall notify the name of the representative appointed by it and of any alternative to the Sandbach Partnership Management Team. If the representative or alternate resigns from or otherwise leaves the member organisation, he or she shall forthwith cease to be the representative of the member organisation.
- (ix) The Management Team may by a majority and for good reason, terminate the membership of any Ordinary Member or Member Organisation; provided that the individual concerned or the appointed representative of the Member Organisation concerned (as the case may be) shall have the right to be heard by the Management Team, accompanied by a supporter, before a final decision is made.
- (x) Representations to the Press or any external body relating to past, current or future business of the Partnership by any member must be done in liaison with the Chair, or in the absence of the Chair, one or both Vice Chairs,.
- (xi) Members will enhance and develop wider partnership working, bringing together the community.
- (xii) Members will be required to act, at all times, in the best interests of the Partnership. If it is deemed by the Management Team that any Member is not acting in this manner, the Management Team reserves the right to take action as detailed in Clause E (ix) above.
- (xiii) Representatives of Member Organisations will have a defined role on the Partnership Forum clarified before the Management Team ratifies their membership of the Partnership Forum.
- (xiv) Representatives from Member Organisations will report to their organisation all relevant matters and activities of the Partnership.

(xv) The wider Partnership will be known as the **Partnership Forum** and will comprise of individual members and those who represent community groups, statutory or similar bodies.

(xvi) The Partnership Forum will be chaired by the Chair of the Management Team.

(xvii) Role of the Partnership Forum:

- i. To ensure community activity and projects receive support and co-ordination, as required.
- ii. To propose projects requiring support to the management team.
- iii. To facilitate the Sandbach Partnership Forum groups to develop, deliver and feed into the Management Team.
- iv. To meet quarterly and review progress.
- v. To support the delivery of actions within the Sandbach Town Plan.
- vi. To commit to maintaining the independence of the Partnership in its objects.

Note: All member organisations will maintain their own independence.

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 Sandbach 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 the Partnership Forum.
 - e) Commission/launch projects including governance arrangements and forming Steering Committees.
 - f) Lead, support, reject or defer projects.
 - g) Meet monthly to discuss any issues and progress.
 - h) Provide support and advice to community groups.

- (ii) The Management Team will consist of 6 members and shall include the following:
 - a. Four members from the Partnership Forum, known as member Organisations, being Ordinary Members to include the Chairman and Vice-Chairman.
 - b. One representative of any organisation where there is a current ongoing funding relationship being Ordinary Members:
 - Cheshire East Council.
- Note:
- 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) No person shall be entitled to act as member of the Management Team until they have signed a Declaration of Acceptance and of willingness to act in the interest of the Partnership's objects.
 - (vi) 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 Project Officer 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 four 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. These meetings can be face to face or virtual.
- (ii) The Chair and Vice Chair of the Management Team shall act as Chair and Vice Chair at meetings of the Partnership Forum. If the Chair or Vice Chair is absent from any meeting, the members of the Partnership Forum present shall choose one of their number to be Chair of the meeting before any other business is transacted.
- (iii) There shall be a Quorum when at least one third of members of the Management Team are present at a meeting.
- (iv) 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. For urgent, one off decisions, email confirmation can be used if it is not deemed necessary to call a full management meeting
- (v) The Management Team shall keep minutes of the proceedings at its meetings and those of any Sub-Committees.
- (vi) 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 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 Sandbach 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 Sandbach 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 Partnership Forum, 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 the public and all the members of the Partnership. All the members of the Partnership and interested parties shall be entitled to attend the meeting.
- (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 the Management Team at least 7 days before the AGM. Should nominations exceed vacancies, elections shall be by ballot.
- (v) Nominations for election to the Partnerships Forum must be made by members of the Partnership in writing and must be in the hands of the Management Team at least 7 days before the AGM.

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 Project Officer shall call such a meeting at least 21 days must be given. The notice must state the business to be discussed.

R. PROCEDURE AT PARTNERSHIP FORUM MEETINGS

- (i) A person specially appointed by the Management Team shall keep a full record of proceedings at every meeting.
- (ii) There shall be a Quorum when at least a quarter of the members of the Partnership Forum are present at the meeting.

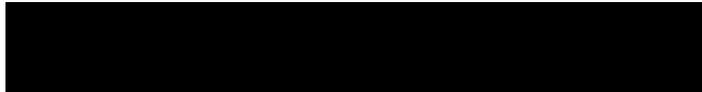
S. DISSOLUTION

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 PARTNERSHIP FORUM

MEETING HELD ON 28th February 2022

SIGNED:



Chairman

Keeley Todd

SIGNED:



Vice Chairman

Susan Wood