



# Constitution



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## 1. Name

The name of the Unincorporated Community Group is **Sandbach Partnership**

## 2. Purpose, Vision and Objectives (PVO)

### Purpose

To promote, for public benefit, the improvement of economic, social, environmental and cultural health of Sandbach and surrounding areas.<sup>1</sup>

### Vision

To provide professional, trusted support as a collaborative delivery partner – promoting a thriving, inclusive and engaged membership community.

### Objectives

Support and promote activities that bring our community together in line with the Partnership's purpose and seek funding opportunities for such activities.

Work collaboratively to build partnerships to enhance the life chances and well-being of residents and surrounding area and reduce inequalities.

Provide volunteering opportunities for local residents.

Support members (Section 4) as required with project, operational and funding advice.

## 3. Legal and Insurances

- a. Sandbach Partnership is an Unincorporated constituted community group. An Unincorporated Community Group can apply for funding, set up a bank account, buy insurance, rent property, own equipment and employ staff (as required).
- b. An Unincorporated Community Group is not an incorporated organisation and is not a legal body in its own right. It has no separate legal identity. That means that any obligations, such as contracts, are the responsibility of the Management Team for its debts and other liabilities. The central feature of unincorporated organisations is personal liability for a member of the Management Team.
- c. The Management Team will ensure that the total liability of Sandbach Partnership does not exceed the total in the bank account, or that appropriate insurances are in place.
- d. Sandbach Partnership will hold public liability insurance. As and when required Sandbach Partnership will hold employee insurance and event specific insurance.

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<sup>1</sup> Town Ward, Sandbach Heath and East Ward, Ettiley Heath and Wheelock Ward and Elworth Ward

## **4. Members**

Membership of Sandbach Partnership aims to provide individuals and groups with beneficial support, guidance and co-ordination for community activities as required. Membership of the Partnership is open to:

### **4.1. Ordinary Member**

- a. Any person who resides in Sandbach area<sup>1</sup> and is interested in supporting the Partnership and who supports the Purpose, Vision and Objectives. These are 'Ordinary Members'.

### **4.2. Member Organisation**

- a. Any Not-for-Profit organisation<sup>2</sup> which is supportive of the Purpose, Vision and objectives and seeks to collaborate. These members are 'Member Organisations'.
- b. The collective name for Ordinary Members and Member Organisation is Members.

### **4.3. Membership**

- a. Any person or Not-For-Profit organisation seeking membership must complete the relevant membership form. Membership will begin as soon as the membership form has been completed and ratified by the Management Team (Section 5). Membership is renewed by affirmation on an annual basis at the Annual General Meeting (AGM)
- b. A list of Members will be maintained by the Management Team and reviewed on an annual basis at the AGM.
- c. A nominal annual membership fee is payable for the purposes of meeting the cost of venue hire for Membership meetings. The fee for Ordinary Members and Membership Organisations will be agreed at the Annual General Meeting (AGM) and will be payable by all Members. Any excess will be rolled into the following year to support the reduction of fees.
- d. Membership meetings and voting rights of Members are covered in Section g.

### **4.4. Membership responsibilities**

- a. acting in the best interests of the Partnership and its PVO
- b. agreement with diversity and inclusion policy
- c. being political independent
- d. compliance with General Data Protection Requirements (GDPR)
- e. payment of the membership fee,
- f. attendance at meetings,
- g. reporting back on activities to their respective groups,
- h. provision of annual impact data and information

### **4.5. Ceasing to be a member**

- a. Members may resign at any time in writing to the secretary.
- b. A Member will deem to have resigned by default following non-attendance at 3 consecutive membership meetings, and this will be ratified at the AGM.<sup>3</sup>

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<sup>2</sup> Charity, Incorporate Organisation, Unincorporated Organisation, Charitable Incorporated Organisation, Community Interest Group, Community Benefit Society, Cooperative Society, Statutory Bodies.

<sup>3</sup> As Each member of the SPMT is de facto an Ordinary Member, one representative from SPMT will be representing all and any SPMT members not attending will be deemed to have provided apologies which are automatically accepted.

- c. Any Member who has not paid their membership fee for one year will be contacted by the Management Team, who will then decide whether that member is deemed to have resigned.
- d. Sandbach Partnership complies with the Equality Act 2010 and takes a zero-tolerance approach to discrimination. Any offensive behaviour, including those that are classified as 'protected characteristics' in the Act or inflammatory remarks, will not be permitted. Anyone behaving in an offensive way or breaking the equal opportunities policy may be asked not to attend further meetings or to resign from the group if an apology is not given or the behaviour is repeated. The individual concerned shall have the right to be heard by the Management Team, accompanied by another before a final decision is made. The final decision as per Management Team voting (Section 6.1).

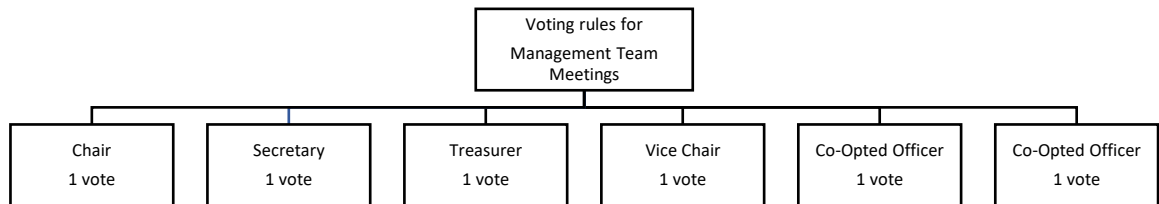
## **5. Officers and Management Team**

- a. Sandbach Partnership will be operated by a Management Team (Sandbach Partnership Management Team 'SPMT'). The SPMT will consist of between 4 and 6 Officers. Elections and appointment for all these positions will be at the Annual General Meeting. Each member of the SPMT is de facto an Ordinary Member.
- b. Upon appointment by vote at the Annual General Meeting (Section 6.3) each member of the Management Team shall sign a declaration of Acceptance of willingness to act in the role.
- c. The officers' roles are as follows (Role definitions are in Section 10):
  - Chair, who shall chair Annual General Meetings, Management Team meetings and Member meetings
  - Vice Chair(s), who shall act in the chairs capacity if they are unavailable. A Vice Chair may also hold another Officers role in parallel.
  - Secretary, who shall be responsible for the taking of minutes and the distribution of all papers and shall be responsible for keeping records of Members
  - Treasurer who shall be responsible for maintaining accounts
  - Co-opted Officer(s) who shall perform duties as agreed with the Chair
  - Observers who represent key stakeholders, funders/investors and are invited by the Chair
- d. Any SPMT member not attending a meeting without apology for three months by default considered to have resigned from the SPMT and as an ordinary member of Sandbach Partnership effective one calendar month following the 3rd consecutive non attendance.
- e. In the event of a member of the Management Team standing down, or becoming incapable of performing the role, during the course of a year, a replacement will be sought by SPMT and will be a non-voting Ordinary Member until elected at the next Member Meeting.
- f. In the event that more than 3 of the 6 members of the SPMT stand down within the same period between Annual General Meetings, the Members (per voting rules Section 6.2) can decide whether to (a) replace members of the Management Team through election or (b) dissolve Sandbach Partnership (Section 9).
- g. SPMT will review and ratify applications of new Members.
- h. SPMT will by lawful means undertake actions as are necessary for the achievement of its objectives (Section 2)

## **6. Meetings**

### **6.1. Management Team Meetings**

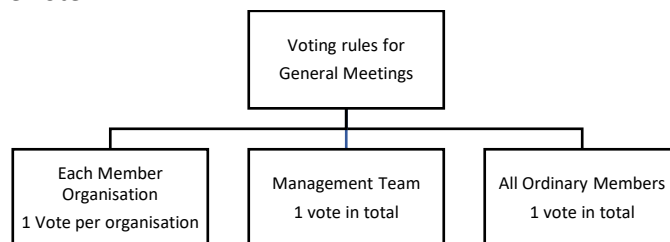
- a. Sandbach Partnership Management Team ('SPMT') meetings may be called by the Chair or Secretary. SPMT members must receive notice of meetings at least 7 days before the meeting. The Management Team meetings will be held monthly.
- b. The quorum for SPMT meetings is three SPMT members.
- c. All topics that are discussed at any SPMT Meeting will be discussed openly and the meeting will seek to find general agreement that everyone present can agree to. Appropriate records of SPMT meetings will be produced and publicly published.
- d. If a consensus cannot be reached, a vote will be taken, and a decision will be made by a simple majority of members present (each having one vote). If the number of votes cast on each side is equal, the chair of the meeting shall have an additional casting vote.



- e.
- f. Decisions that need to be made outside of a SPMT Meeting can utilise the same consensus / voting approach through evidenced electronic communication and these will then be recorded at the next SPMT meeting.

**6.2. Membership Meetings (otherwise known as Forum Meetings)**

- a. Membership Meetings, chaired by either the Chair or Vice-Chair of SPMT, are open to all Members and will be held at least once every 3 months or more often if necessary. At each Membership Meeting a representative of SPMT and each Member Organisation will provide an update for the last period. The meetings may also feature other guest speakers as invited by the Chair or Vice-Chair.
- b. All Members must receive notice of Membership Meetings at least 14 days before the meeting. This notice will be issued by email to all Members.
- c. The quorum for a Membership Meeting shall be 25% of Member Organisations.
- d. All topics that are discussed at any Membership Meeting will be discussed openly and the meeting will seek to find general agreement that everyone present can agree to.
- e. If a consensus cannot be reached, a vote will be taken. Each Member Organisation gets one vote, the Management Team gets one collective vote and the collective of Ordinary Members gets one vote.



- f.
- g. A decision will be made by a simple majority of members present. If the number of votes cast on each side is equal, the chair of the meeting shall have an additional casting vote.

**6.3. Annual General Meetings**

- a. An Annual General Meeting (AGM) will be held within fifteen months of the previous AGM.
- b. All members will be notified by email at least 28 days before the date of the meeting, giving the venue, date and time.

- c. Nominations for the Management Team may be made to the Secretary before the meeting, or at the meeting.
- d. The quorum for the AGM will be 25% of Member Organisations.
- e. At the AGM:-
  - The Management Team will present a report of the work of Sandbach Partnership over the year.
  - The Management Team will present the accounts of Sandbach Partnership for the previous year.
  - The Management Team for the next year will be elected by the Members.
  - The Members will re-affirm their membership for the forthcoming year.
  - The Members will provide annual impact data and information.
  - Any proposals given to the Secretary at least 7 days in advance of the meeting will be discussed.

#### **6.4. Special General Meetings**

- a. The Secretary will call a Special General Meeting at the request of the majority of the Management Team or at least 30% of other Members giving a written request to the Chair or Secretary stating the reason for their request.
- b. The meeting will take place within twenty-eight days of the request.
- c. All members will be given two weeks' notice of such a meeting in writing, giving the venue, date, time and agenda.
- d. The quorum for the Special General Meeting will be 25% of Member Organisations.

#### **6.5. Project / Event Specific Meetings**

- a. The Management Team can set up Working Groups (WG) for project and event specific management through agreement at a Management Team Meeting. WGs can consist of members, their registered volunteers, partnering organisations and other volunteers. A member of the Management Team will participate in each WG who will be responsible for reporting.
- b. The WG will issue periodic reports to Sandbach Partnership Management Team on progress (to be agreed on set up) and will present a close out report to the Management Team upon completion.
- c. No member of the Management Team shall personally gain through remuneration from a Project or Event organised by Sandbach Partnership.

### **7. Finances**

- a. An account will be maintained on behalf of the Sandbach Partnership at a bank agreed by the Management Team. The Officers of the Management Team will be signatories to the bank account. The Officers with access to the bank account must not be related nor members of the same household.
- b. All payments will be agreed by two of the signatories. This agreement will be documented through the minutes of the Management Team Meetings.
- c. Records of income and expenditure will be maintained by the Treasurer and a quarterly financial statement given at the appropriate Management Team meeting.

- d. All money received by way of contribution, or raised by or on behalf of Sandbach Partnership, is only to be used in accordance with the purpose, vision and objectives.
- e. Sandbach Partnership will seek funding from external bodies to support its purpose, vision and objectives.

## **8. Amendments to the Constitution**

- a. Amendments to the constitution may only be made at the Annual General Meeting or a Special General Meeting.
- b. Any proposal to amend the constitution must be given to the Secretary in writing. The proposal must then be circulated with the notice of meeting.
- c. Any proposal to amend the constitution will require a two thirds majority of those present and entitled to vote.

## **9. Dissolution**

- a. A Special General Meeting is required to dissolve Sandbach Partnership. This meeting shall be called as outlined in Section 6.4. The sole business of this meeting will be to discuss dissolving Sandbach Partnership.
- b. If it is agreed to dissolve Sandbach Partnership at this Special General Meeting in line with the voting as defined in Section 6.2, all remaining money and other assets, once outstanding debts have been paid, will be divided equally to the Membership Organisations as ratified at the previous Annual General Meeting.

## **10. Roles of Officers**

### **10.1. Chair**

- Chairing meetings.
- Helping the committee to work together as a team.
- Having an overview of the work of the group.
- Being the main contact person for the group.

### **10.2. Vice-Chair**

- Chairing meeting if Chair is unavailable.

### **10.3. Secretary**

- Taking minutes at the committee and general meetings.
- Keeping people informed about the organisation's activities.
- Receiving and responding to information, emails and letters.
- Keeping Membership records

### **10.4. Treasurer**

- Keeping financial records for the group.
- Keeping the group informed of their financial situation.

**10.5. Co-opted officers**

- Perform duties as agreed with the Chair

This constitution was agreed at the Annual General Meeting of Sandbach Partnership on: -

Date: 17 September 2024

Helen Dorney, Chair

Signed [REDACTED]

Anne-Marie Robinson, Vice Chair

Signed [REDACTED]