**Constitution of: Rudheath and Witton Together Big Local**

**1. Name**

 Rudheath and Witton Together (Hereinafter known as RWT)

 **2. The aims of the group shall be:**

* To enable the local community to take full advantage of the support and funding offered through Big Local, to ensure the Rudheath and Witton area becomes an even better place to live and work.
* To become the voice of the Community in Rudheath and Witton in respect of :
* Improving services
* Identifying and acting upon community needs
* Developing a partnership with Big Local.
* Building community skills, capacity and sharing learning.
* To work collaboratively with local groups and organisations to make best use of resources for the benefit of the community, by ensuring the Big Local opportunity helps partners achieve shared objectives wherever possible.
* To positively publicise Rudheath and Witton Together locally, regionally and nationally where appropriate.
* Offer community based events and activities to promote a reduction in isolation and foster community spirit and cohesion.
* RWT will promote any other charitable aims to further the above aims.

The role RWT Partnership is to help to guide the overall direction of Big Local in the Rudheath and Witton area, ensuring the Big Local opportunity makes lasting positive difference to the community by meeting four key outcomes:

* The community will be better able to identify local needs and take action in response to them.
* People will have increased skills and confidence so that they can continue to identify and respond to local needs in the future.
* The community will make a difference to the needs it prioritises.
* People will feel their area is an even better place to live.

 **3. Powers**

 In order to achieve its aims, may:

* Raise money
* Open bank accounts
* Take out insurance
* Obtain and pay for goods and services necessary to run the group
* Hire, rent or lease premises to run the group’s activities and manage its business
* Organise activities and events
* Work with similar groups and exchange information and advice with them
* Do anything that is lawful which will help it to fulfil its aims

1. **Membership**

4.1 The RWT Partnership Board must have the majority of members (at least 51%) resident in Rudheath or Witton.

Membership shall cease immediately upon a member leaving the area where this takes the number of non-residents over 51%.

Membership of RWT Partnership shall be open to any member of the community who expresses an interest to join. It will be standard practice for potential members to attend a meeting as an observer, before being proposed by the Chair as a full member.

A regular membership review should be undertaken to ensure the partnership remains vibrant and attractive to new members, particularly those who live in the local area.

Members must as much as possible reflect the range and diversity of people who live in the area in relation to age, ethnicity, gender, faith, disability, income levels etc.

Partnerships are small groups, so when family members are on a partnership together, it is often not possible to reflect the diversity of people in an area. For this reason, membership is restricted to **no more than two people** from the same family or who live in the same household to be partnership members. By related, we mean married couples, civil partner or unmarried partner, parent, grandparent, child or sibling.

* 1. All members will have one vote.
	2. The Partnership may end the membership of any member for any good reason – including breach of code of conduct- by a majority vote at a committee meeting, as long as that person has the opportunity to make their case to the committee before they make their decision.

**5. Management**

 5.1 The RWT Partnership Board must be made up of at least **eight** people and no more than **fifteen** people, and the majority of members (at least 51%) must be resident in Rudheath or Witton.

5.2 The Officer positions will be made up of:

* Chair
* Deputy Chair

These positions will be elected at the AGM.

The role of Treasurer and Secretary will be performed by the Local Trusted Organisation (LTO) until the Big Local funding ends, these officer positions will then be elected.

5.3 Decisions will be made by a majority of Partnership Members present and voting. In the case of a tie, the Chairperson will have the casting vote.

5.4 If vacancies occur between Annual General Meetings, the Partnership shall have the power to fill those vacancies.

The Partnership will have power to co-opt members with specific skills and knowledge useful to the partnership between Annual General Meetings. Co-opted members can take part in meetings but will have no voting rights.

5.5 The Partnership will meet at least four times a year. Members are expected to attend all meetings but at least 50% of meetings must be attended per annum.

Any member not attending more than three consecutive meetings (without prior approval) will be deemed to have resigned from the Partnership and will be formally retired at the AGM.

5.6 At least **five** members of the committee must be present for a Partnership meeting to take place and take a vote. Where there are insufficient members attending a meeting for it to be quorate voting may take place by email with the agreement of all members present, however this will be dependent on the nature of the issue being debated.

 5.7 No member of the management committee, or anyone connected to them, shall receive any payment (other than reimbursement of out of pocket expenses). See conflict of interest.

 **6. Finances**

 6.1 The funds of will be paid into an account in the name of Rudheath and Witton Together and operated jointly by RWT staff and the Partnership. All cheques and transactions must be signed by at least one designated member of the Partnership and one designated member of RWT staff.

6.2 The funds belonging to RWT shall be used only to further the aims of RWT and support the local community.

RWT funding through Big Local/ Local Trust is subject to separate financial processes and requirements (see Appendix A). Big Local funding is held by the Locally Trusted Organisation on behalf of RWT and the RWT Partnership may not access this funding directly. The Board will make overall decisions about how to spend the Local Trust grant and funding must be used appropriately and in accordance with the budget set out in the relevant delivery plan.

 **7. Annual General Meeting (AGM)**

 7.1 There shall be an AGM to be held every 12 months, with 14 days notice given to all members.

7.2 The quorum for AGMs will be **five** and meetings will not go ahead if sufficient numbers of members cannot attend.

7.3 All members with executive positions (Chair and Deputy-Chair) will need to resign these at the AGM, and they can then choose to retire or may stand for re-election. Chair and Vice-Chair can stand for no more than **three** consecutive terms and then must stand down, but may remain on the partnership.

7.4 Every member has one vote.

7.5 Any other member may put themselves forward for election. If more than one person wishes to stand for an executive position then a ballot will take place. In the result of a tie the partnership may decide to offer the post to be held jointly or hold another ballot.

7.6 The partnership will present a report and accounts of the preceding year at the Annual General Meeting.

1. **Special General Meeting (SGM)**

The Board may, at any time, call a Special General Meeting, giving 14 days notice to all members, to consider any urgent matter raised.

Where possible urgent matters will be dealt with by email rather than through an SGM, and voting by email is permitted provided it is agreed to by all Members.

1. **Declaration or Conflict of Interest**

9.1 Everything the Partnership does must be able to stand the test of scrutiny by the public, charity regulators, community members, stakeholders and funders.

The community and partners must have confidence in the integrity of the Board, and of the Rudheath and Witton Together programme.
At every meeting Members will be required to declare any direct or indirect financial and other interest or loyalty they have in any agenda item being discussed at that meeting, as soon as it arises. This includes avoiding actual conflicts of interest as well as the perception of conflicts of interest or any circumstance that might be viewed by others as such.

9.2 – Generally members of the RWT board cannot apply directly for grant funding which will benefit themselves/ their outside organisation directly. Should members wish to apply for funding for a project for an outside organisation they will be required to step down from the partnership for the period of delivery of their project (if successful).

Should members wish to apply for funding which will benefit a RWT activity, event, group or training they must first discuss this with the Project Manager/ Chair (or Deputy-Chair if a conflict of interest). If it fits into the current plan this can then be put to the partnership to vote. The member applying must not take part in any discussion/ decisions about this funding.

1. **Confidentiality**

10.1 Partnership members may occasionally receive information which is not in the public domain often relating to individuals, organisations or financial matters. It is the responsibility of each individual to ensure that this information remains confidential to the meeting unless prior authorisation has been given by the Chair for this to be discussed elsewhere. Individuals must never use confidential information for their personal advantage or the advantage or disadvantage of anyone known to them or to disadvantage or discredit the Partnership.

10.2 A short confidentiality embargo may be imposed after any partnership meeting to ensure time to allow information to be distributed within the area to specific organisations or individuals. Where an issue is known to be potentially sensitive or likely to be confidential members will be made aware of the details of any embargo in advance.

**10. Alterations to the constitution**

Alterations to the Constitution of can only be made at a General Meeting after a proposal has been circulated to all members with details of the proposed change, and the date, time and place of the meeting at which the proposed amendment will be discussed and voted on. Alterations to the constitution will require approval of two thirds of members present and voting at the meeting.

 **11. Winding up**

RWT can be wound up at a Special General Meeting called for that purpose.

The proposal to wind up must be advertised 14 days before the meeting.

 The decision to wind up will require the approval of two thirds of members present and voting at the meeting.

Surplus general funds of if RWT is dissolved, will be returned to the donor where possible. If this is not possible any funds left over will be donated to an organisation with similar aims following approval by two thirds of members present and voting at the meeting. Local Trust funding is subject to different rules/ requirements –any underspend/ return of grant will be at the discretion of Local Trust.

 **12. Constitution adopted**

 This constitution was agreed and adopted by the members of RWT at a meeting held on:

10/9/2020

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| --- | --- | --- |
| Name | Signature | Position |
| Zoe Cadman |  | Chair |
| Andy Stott |  | Deputy Chair |
| Kathi Brown |  | Partnership Member |
| Cassie Warren |  | Partnership Member |
| Sarah Kavanagh |  | Partnership Member |
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