

**CONSTITUTION OF THE
COMMUNITIES OF CHESHIRE PARTNERSHIP**

THIS CONSTITUTION was adopted on 6 April 2006 and it is agreed that the Communities of Cheshire Partnership will be administered and managed in accordance with the provisions set down below.

1. The Communities of Cheshire Partnership (“the Partnership”) is an unincorporated public body.
2. The Partnership shall operate in accordance with the Cheshire Partnerships Framework Agreement and Protocols (Appendix 1) and Terms of Reference (Appendix 2).
3. **Membership**
 - (i) The Partnership shall comprise representatives from the Member Bodies (see Schedule 1 for details).
 - (ii) All Members of the Partnership have voting rights on the basis of one vote per Member.
 - (iii) Member representatives shall be appointed by the relevant Member Body.
 - (iv) Each Member Body will additionally appoint a reserve member for each place on the Partnership held.
 - (v) The Partnership Secretariat shall maintain a list of all current Members (voting and reserves).
 - (vi) Amendment to the Membership of the Partnership shall only be by agreement of the Partners in accordance with the provisions of this Constitution.

4. **Termination of Membership**

Membership shall be terminated:

- (1) On termination of the Partnership; or
- (2) If the Member Body ceases to exist.

A Member representative may be removed from membership:

- (i) at the request of the Member Body;
- (ii) on the resignation of the Member by written notice to the Secretariat; or
- (iii) following a resolution of the Partnership that it is in the best interests of the Partnership that his or her membership is terminated. A resolution to remove a Member from membership may only be passed if:
 - (a) the Member has been given at least twenty one days’ notice in writing of the meeting of the Partnership at which the resolution will be proposed and the reasons why it is to be proposed; and

- (b) the Member or, at the option of the Member, the Member's representative (who need not be a Member of the Partnership) has been allowed to make representations at the meeting.

5. Annual General Meetings

- (1) The Partnership must hold an annual general meeting within twelve months of the date of the adoption of this Constitution.
- (2) An annual general meeting must be held in each subsequent year and not more than fifteen months may elapse between successive annual general meetings.

6. General Meetings

- (i) Meetings other than the Annual General Meetings shall be called general meetings.
- (ii) General meetings shall be held every eight weeks following the date of the first Annual General Meeting.
- (iii) The Secretariat shall notify the Members of the dates of the General Meetings by an agreed annual schedule of meetings.
- (iv) The Secretariat shall prepare an Agenda for each meeting which shall be forwarded to the Members for receipt at least seven days prior to the meeting.

7. Special Meeting

- (i) A special meeting may be called by the Secretariat as appropriate or at the request of the Chairman.

8. Quorum

- (1) No business shall be transacted at any general meeting unless a quorum is present.
- (2) A quorum is:
 - Twelve Members entitled to vote upon the business to be conducted at the meeting; or
 - one half of the total membership at the time,whichever is the greater.
- (3) The authorised representative of a Member organisation shall be counted in the quorum.
- (4) If:

(a) a quorum is not present within half an hour from the time appointed for the meeting; or

(b) during the meeting a quorum ceased to be present,

the meeting shall be adjourned to such time and place as the Chair shall determine.

(5) The Partnership must reconvene the meeting and must give at least seven clear days notice of the reconvened meeting stating the date, time and place of the meeting.

(6) If no quorum is present at the reconvened meeting, within fifteen minutes of the time specified for the start of the meeting, the Members present at that time shall constitute the quorum for that meeting.

9. Chair

(i) A Chair and Vice-Chair of the Partnership shall be appointed by the agreed recruitment and selection process.

(ii) These appointments of the Partnership shall be for a three year term, with an option to extend annually up to a maximum of a further three years, subject to the Termination Provisions within this Constitution. In the event of a termination of an appointment within the term of office an alternative appointment shall be made at the next General Meeting or at a Special Meeting as appropriate.

(iii) In the absence of both the Chair and Vice-Chair, the Members may appoint a temporary Chair for a meeting.

10. Adjournments

(1) The Members present at a meeting may resolve that the meeting shall be adjourned.

(2) The person who is Chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.

(3) No business shall be conducted at an adjourned meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.

(4) If a meeting is adjourned by a resolution of the Members for more than seven days, at least seven clear days notice shall be given of the reconvened meeting, stating the date, time and place of the meeting.

11. Votes

- (1) Wherever possible, all decisions will be made on the basis of consensus. However, where a vote needs to be taken:
 - (i) Voting shall be by show of hands.
 - (ii) Decisions shall be taken on a majority basis.
 - (iii) Each voting Member shall have one vote, but if there is an equality of votes the person who is Chairing the meeting shall have a casting vote in addition to any other vote he or she may have.

12. Delegation of Responsibilities to Members by Member Bodies

- (1) Individual Members shall act in accordance with the scheme of delegation agreed by their relevant Member body.
- (2) Delegation shall include powers to:
 - commit resources, where appropriate;
 - attend meetings; and
 - confirm actions.

13. Committees and Sub-Committees

- (1) The Partnership may delegate any of its powers or functions to a Committee of the Partnership. A Committee shall comprise no fewer than five Members of the Partnership drawn from three sectors.
- (2) If appropriate (and subject to the approval of all Members of the Partnership) a Committee may delegate powers or functions delegated to it as a Sub-Committee.
- (3) The terms of any such delegation shall be recorded in the minutes of the relevant General Meeting and the Committee and/or Sub-Committee shall at its first meeting adopt suitable terms of reference and appoint a Chairperson for the Committee.
- (4) Delegation of powers to Committees and Sub-Committees shall be subject to appropriate Conditions including:
 - (i) that stated relevant powers are to be exercised exclusively by Committee;
 - (ii) that no expenditure may be incurred on behalf of the Partnership except in accordance with any budget previously agreed.
- (5) The delegation to Committee or Sub-Committee may be revoked by majority decision.
- (6) All acts and proceedings of any Committee or Sub-Committee shall be reported to the next general meeting of the Partnership.

14. Irregularities in Proceedings

- (1) Subject to sub-clause (2) of this clause, all acts done by a meeting of the Partnership, or of a Committee of the Partnership, shall be valid notwithstanding the participation in any vote of a Member:
- who was disqualified from holding office;
 - who had previously retired or who had been obliged by the Constitution to vacate office;
 - who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise,

if, without:

- the vote of that Member, and
- that Member being counted in the quorum,

the decision has been made by a majority of the Members at a quorate meeting.

- (2) Sub-clause (1) of this clause does not permit a Member to keep any benefit that may be conferred upon him or her by a resolution of the Partnership or of a Committee of the Partnership if the resolution would otherwise have been void.

- (3) No resolution or act of:

- (a) the Partnership;
- (b) any Committee of the Partnership;
- (c) the Partnership in general meeting,

shall be invalidated by reason of the failure to give notice to any Member or by reason of any procedural defect in the meeting unless it is shown that the failure or defect has materially prejudiced a Member body.

15. Minutes

- (1) The Partnership Secretariat must keep minutes of all:
- (i) appointments of Officers;
 - (ii) proceedings at meetings of the Partnership; and
 - (iii) meetings of the Partnership and Committees of Partnership including:

- the names of the Members present at the meeting;
- the decisions made at the meetings; and
- the reasons for the decisions.

(2) Minutes will be approved as accurate records at the next General Meeting.

16. Decision Making Processes

(1) Agendas and Minutes will not normally be confidential.

17. Secretariat, Advisers and Support Officers

(1) Collective management and administrative support for the Communities of Cheshire Partnership will be provided by the Cheshire Local Area Agreement Group, the Cheshire Community Planning Network.

(2) These arrangements will be maintained until the first annual review of the Cheshire Partnerships Framework.

18. Notices

(1) Any notice required by this Constitution to be given to or by any person must be:

- (a) in writing; or
- (b) given using electronic communications.

(2) Notice may be given to a Member either:

- (a) personally; or
- (b) by sending it by post in a prepaid envelope addressed to the Member at his or her address; or
- (c) by leaving it at the address of the Member; or
- (d) by giving it using electronic communications to the Member's address.

(3) A Member present in person at any meeting of the Partnership shall be deemed to have received notice of the meeting and of the purposes for which it was called.

19. Signatories to the Constitution

Signed:
Dated:
for the Communities of Cheshire Partnership

Signed:
Dated:
for the Governance Board

Signed:
Dated:
for Chester in Partnership

Signed:
Dated:
for Chester in Partnership

Signed:
Dated:
for the Crewe & Nantwich LSP

Signed:
Dated:
for the Crewe & Nantwich LSP

Signed:
Dated:
for the Congleton LSP

Signed:
Dated:
for the Congleton LSP

Signed:
Dated:
for the Ellesmere Port & Neston LSP

Signed:
Dated:
for the Ellesmere Port & Neston LSP

Signed:
Dated:
for the Macclesfield LSP

Signed:
Dated:
for the Macclesfield LSP

Signed:
Dated:
for the Vale Royal LSP

Signed:
Dated:
for the Vale Royal LSP

Signed:
Dated:
for the Safer Stronger Communities
Partnership

Signed:
Dated:
for the Cheshire Children & Young People's
Strategic Partnership

Signed:
Dated:
for the Healthier Communities & Older
People's Partnership

Signed:
Dated:
for the Cheshire & Warrington Economic
Alliance

Signed:
Dated:
for the Sustainable Cheshire Forum

Signed:
Dated:
for Cheshire County Council

Signed:
Dated:
for Cheshire Fire & Rescue Service

Signed:
Dated:
for the Cheshire Primary Care Trusts

Signed:
Dated:
for the Cheshire Councils for Voluntary
Service

Signed:
Dated:
for the Cheshire Citizens Advice Bureaux

Signed:
Dated:
for the Cheshire & Warrington Rural
Partnership

Signed:
Dated:
for the Cheshire & Warrington Cultural
Consortium (CULTIVATE)

SCHEDULE 1

MEMBER BODIES OF PARTNERSHIP

MEMBERSHIP OF COMMUNITIES OF CHESHIRE PARTNERSHIP - 25 PLACES (as at 6 April 2006)

- 'Independent' Chair (i.e. non local authority representative)
- Ellesmere Port & Neston LSP (x2)
- Chester in Partnership (x2)
- Vale Royal LSP (x2)
- Crewe & Nantwich LSP (x2)
- Congleton LSP (x2)
- Macclesfield LSP (x2)
- Cheshire & Warrington Community Safety Strategy Group – Chairman
- Cheshire Children & Young People's Partnership – Chairman*
- Cheshire Healthier Communities Partnership (incorporating Older People) – Chairman*
- Cheshire & Warrington Economic Alliance – Chairman*
- Sustainable Cheshire Forum – Chairman*
- Cheshire County Council – Chief Executive
- To be identified – Chairman*
- To be identified – Chairman*
- To be identified – Chairman*
- To be identified – Chairman*
- To be identified – Chairman*
- To be identified – Chairman*

* or nominated Deputy