

# Choose Abingdon Partnership Constitution

*“ to encourage the development of Abingdon-on Thames; promote what the town does well; influence agendas important to the town’s development; co-ordinate activities which don’t neatly fall into other bodies’ remits”*

## **1. Terms of Reference**

### **1.1 Mission Statement**

The Choose Abingdon Partnership builds on Abingdon’s existing strengths and history to support and improve the economic, social and cultural vitality of the town for all its businesses, residents and visitors, and specifically to:

- Envision, plan and act as a catalyst for positive change.
- Bring together and coordinate those activities of various organisations and businesses concerned with the town’s future.
- Influence and engage with the visions, strategic plan and actions of various local authorities and other external projects.
- Communicate the aspirations of the town.
- Initiate and implement its own projects.

### **1.2 Area of Benefit**

- Primarily Abingdon-on-Thames town centre, and
- suburbs and surrounding villages adjacent to Abingdon-on-Thames where the board deems it appropriate to include these in Partnership activities, and
- a wider area where the board deems it appropriate to include these in Partnership activities.

### **1.3 Other Purposes**

- As part of the Choose Abingdon Partnership mission to "envision, plan and act as a catalyst for positive change" in 1.1 above, the Board will act as the overseeing body in developing plans for a Business Improvement District within its area of benefit, and will act as the proposer of such a Business Improvement District, provided the business case for this is accepted by the board.

## **2. Composition of Board**

### **2.1 Constituent Members of the Board**

Constituent members of the board shall be as follows:

2 nominated elected Members of the Vale of White Horse District Council

2 nominated elected Members of Abingdon-on-Thames Town Council

2 nominated elected Members of Oxfordshire County Council

1 nominated elected Member of the Abingdon on Thames Chamber of Commerce

Should a member cease to be a member of a nominating body they shall immediately cease to be a member of the Board and the nominating body shall automatically provide a replacement at the earliest possible opportunity.

## 2.2 Co-opted Members of the Board

The nominated constituent members may co-opt up to seven further members of the Board. Co-option must take place during an AGM or EGM. A constituent member to propose and another constituent member to second are required and the co-option must be confirmed by a simple majority of all existing board members present (constituent and co-opted).

## 2.3 Partnership Manager

The Board shall engage a paid Partnership Manager to co-ordinate and undertake the agreed work of the Board. The Manager shall act as Secretary to the Board but for the avoidance of doubt the Manager is not a member of the Board.

## 2.4 Supporting Officers

Constituent members shall be entitled to nominate officers of their respective organisations to attend Board meetings in order to provide advice and support during the meeting but for the avoidance of doubt they are not members of the Board.

## 2.5 Substitutes and proxies

Each constituent Member may be replaced by a substitute (who should be a member of the same organisation) who can deputise for the nominated Member in their absence. Each nominated Member shall be responsible for arranging a substitute if required, by notifying the Partnership Manager in writing three working days in advance of the meeting. A substitute shall have the same rights and duties as the Member for whom they deputise. In order to assist in the efficient operation of the Board it is expected that when a nominated constituent Member cannot attend they shall arrange a substitute. In the event that the nominated constituent member is incapacitated and unable to make this arrangement the Partnership Manager may apply to the Chief Officer of the constituent organisation to propose a suitable substitute.

Officers assisting the board may also be substituted at the discretion of the officer normally attending and with advance notice in writing to the Partnership Manager. They will bear the same rights and duties as the officer they replace.

For the avoidance of doubt Co-opted Members are not subject to the provisions of the substitution system.

All voting members of the board may request in writing for another voting member of the board to exercise their vote, or read out a statement they wish to make, or both, so that they may take part in a decision even if unable to attend a particular meeting. Clear instructions must be given in writing at least three days before the meeting and it is the responsibility of the voting member to ensure that any such message has been received and correctly understood by the person they are appointing as their proxy. The appointed person may refuse the request. The Partnership Manager may be also be requested to act in this capacity and may not refuse.

## 2.6 Chair and Vice-Chair

The Board shall elect from its co-opted members a Chair and a Vice-Chair. Election to these posts must take place during an AGM or EGM. A constituent member to propose and another constituent member to second are required and the election must be confirmed by a simple majority of all existing board members present (constituent and co-opted).

The Chair or Vice-Chair shall be deemed to have resigned from their post should they cease to be a member of the Board.

## 2.7 Terms of Office

Constituent members shall be appointed by their nominating authority or body based on the timetable of that body, new appointments being made at their discretion. There shall be no time limit for the term of office of any constituent member unless the constituent body chooses to set one for their own members.

Co-opted members shall serve until the next Annual Meeting, at which they must retire and stand for re-election if they wish to do so. There is no time limit on the number of times they may stand for re-election.

Officers shall be appointed by their nominating authority or body based on the timetable of that body, new appointments being made at their discretion. There shall be no time limit for the term of service of any officer.

The Chair and Vice-Chair shall serve for a maximum of four calendar years from the first Annual Meeting at which they were appointed.

In the event that the post of Chair or Vice-Chair becomes vacant, a temporary post-holder may be elected at an EGM, their term of office being such that they shall retire immediately before the next Annual Meeting. In this eventuality the temporary post-holder may be any member of the board including constituent members.

## **3. Regulations regarding meetings**

### 3.1 Quorum and voting regulations

Ordinary meetings shall be quorate if half or more of all board members are present. AGMs and EGMs additionally require all constituent member bodies to be represented by at least one voting individual, if necessary an appointed substitute.

Resolutions and recommendations of the Board shall be made by a simple majority of those voting members present at the meeting. Each constituent member, or nominated deputy, shall have one vote. Each co-opted member shall have one vote. In the event of an equality of votes, the Chair (or, in his or her absence, the Vice-Chair) will exercise a casting vote. A vote can only be registered if a member or an approved substitute is present to exercise the vote at the meeting.

### 3.2 Ordinary Meetings

Ordinary Meetings of the Board shall take place at least four times annually, not including the Annual Meeting. These will not be open to the public but the Chair may invite guests to advise or observe.

### 3.3 Annual General Meeting (AGM)

The Board shall hold an open and public annual meeting in May each year which shall include the following items of business:

1. Confirmation of constituent members
2. Election of co-opted members
3. Election of Chair
4. Election of Vice-Chair
5. Presentation of an annual report regarding Partnership projects of the previous year
6. Presentation of Accounts for the previous year

Time, date and venue of the AGM shall be notified to board members at least three calendar months in advance. Time, date and venue shall be notified to the public on the official website of the Partnership at least one calendar month in advance.

### 3.4 Notice of Ordinary Meetings and compilation of agenda items

For each ordinary meeting of the Board a notice of the meeting, specifying the business proposed to be transacted (agenda), shall be delivered to every Member so as to be available to that member at least five days before the meeting. The contents of this notice shall be approved by the Chair and Partnership Manager. Sending such a notice by email to the normally used email address of any member will be deemed acceptable compliance with this clause.

Any member of the board may put forward items to be included in the agenda to the Chair which may be included; i) at the discretion of the Chair, and ii) provided the matter was given in writing at least ten days before the meeting. In addition any board member may raise any matter in Any Other Business (AOB). AOB shall always be included on the agenda of board meetings. This item is intended to allow board members to bring new matters to the attention of the board, for inclusion as agenda items in future meetings if the board so chooses. AOB matters cannot therefore be resolved in the same meeting that they are first introduced, although they can be discussed at the discretion of the Chair.

### 3.5 Extraordinary General Meetings (EGM)

Ordinary meetings which will include any of the following business items must be treated as an EGM:

- Election(s) of Chair or Vice Chair
- Co-option(s)
- Change(s) to the constitution
- A single decision to commit funds amounting to more than 15% of annual budget for the year

All other business items can be resolved in an ordinary meeting (except items previously listed as part of the business of the AGM).

Normally the calling of an EGM should be discussed and resolved upon during the previous ordinary meeting. Notice of the business to be transacted in the EGM should then be included with the normal publication of the agenda.

In a situation which the Chair deems to be an emergency, he/she may also approve the calling of an EGM provided all members are given ten days notice including details of the business for which the EGM has been called. Quorum regulations will still apply.

Resolutions made at an EGM can be effective immediately. In the event of any disagreement with any such resolution, any constituent member of the board may bring the resolution to be considered, debated and voted upon again at the next AGM.

### 3.6 Meeting Minutes

Minutes of all meetings will be published on the official website of the Partnership following their approval by the board.

## **4. Partnership Funding**

Financial contributions and support in kind shall be welcomed from individuals and groups subject to the approval of the Board. Any conditions associated with such contributions should be approved by the board in an ordinary meeting.

Abingdon-on-Thames Town Council shall be accountable for the financial affairs of the Partnership and administering the Partnership's funds on its behalf, including meeting the obligations of the employment contract of the Partnership Manager.

Any expenses incurred by members, observers, guests or officers in attending meetings of the Board or conducting other Partnership business will not necessarily be met by the Partnership.

The Partnership budget shall be used to fund the costs of holding meetings, other administrative costs and to further the objectives of the Partnership by project delivery or by payments to third parties to deliver projects for the Partnership.

The Partnership may not incur, underwrite or undertake any debts that cannot be met out of existing funds or confirmed funding commitments.

The Partnership must keep a reserve fund equal to the known financial obligations relating to any employment contracts held by the accountable body on behalf of the Partnership, including an amount equal to the redundancy settlement estimated to be due should funding cease at the end of the present financial year. An estimate of this figure must be provided on request by the Financial Officer of the Accountable Body or other officer to whom he may deputise this duty.

**5. In the event of winding up of the Partnership**

Any proposal to wind up the Partnership must be considered at an EGM and the conditions relating to the operation of an EGM must apply.

On the winding up of the Partnership, any residual funds shall be returned by the accountable body to the current constituent bodies in amounts in direct proportion to the financial contributions made by them in the previous single full year of business.