



UPTON UPON SEVERN TOWN PARTNERSHIP

TERMS OF REFERENCE

1. NAME

The name of the Board shall be Upton upon Severn Town Partnership, called the 'Partnership' in these terms of reference.

2. LEGAL STATUS

The 'Partnership' is an unincorporated association.

3. STATEMENT OF PURPOSE

The Partnership will be responsible for identifying, developing and delivering beneficial improvements to the area by working in partnership with the community. The Area of Benefit for the Partnership is to be Upton-upon-Severn and surrounding area. In furtherance of this purpose the Partnership may raise funds and employ staff.

4. MEMBERSHIP

- 4.1. Each Member will be nominated to serve on the Partnership for a minimum term of one year. At the end of each year, the organisation the Member is representing will be required to confirm to the Partnership its representative for the forthcoming year. Each Member may only represent one organisation on the Partnership.

The membership will consist of named representatives of the following organisations within the Upton upon Severn area including:-

Statutory

Upton upon Severn Town Council
Malvern Hills District Council
Worcestershire County Council

Business

Upton upon Severn Tourism & Trade Association

Voluntary/Community

Upton in Bloom
Upton upon Severn Civic Society
Churches Together
Youth Representative
CSO/Police

The Partnership shall also have the right to co-opt other individuals or representatives of groups who have experience and enthusiasm to assist the Partnership in achieving its objectives.

4.2 The Malvern Hills District Council will nominate an Officer to attend and advise the Partnership

4.3 It is the responsibility of the members to ensure that they inform the Partnership secretariat of any changes in the names, addresses, phone, fax and email details of their representatives.

4.4 Removal from Membership

Membership of the Partnership may be removed by a decision of the Partnership. Removal shall be a last resort, where appropriate, after warning or suspension.

Removal shall only take place if the reasons for removal have been brought to the attention of the relevant member and that member has been given an opportunity to make representations to the Partnership either in writing or verbally.

Removal of a representative may also occur if 3 consecutive meetings are missed. When a representative has missed 2 consecutive meetings a reminder letter will be issued to both the representative and the member organisation. In the event of a third consecutive meeting being missed then the member organisation may be given the opportunity to nominate a new representative prior to membership being revoked.

4.5. Lapse of Membership

A named representative shall automatically cease to be a member of the Partnership if that person ceases to be a member or employee of the member organisation. A new representative will be required from the member organisation.

4.6. Responsibility of Partnership Members

Members of the Partnership must work in the best interests of the community of the area of benefit, rather than any individual organisation.

4.7. Vacancies

Vacancies that occur during the course of the year will be filled by the relevant organisation being asked to nominate another Partnership representative. The Partnership will then receive that name at their next meeting and the nominated person will become a Member from that meeting.

Should an organisation responsible for nominating a Partnership Member fail to make a nomination, despite request and reminder, the Partnership may co-opt a new organisation to fill the vacancy. Any co-option will be endorsed by the next Partnership meeting, to confirm the co-option.

4.8. Chairman - Partnership

The Partnership will at the Annual General Meeting elect a Chair, Vice-Chair and Treasurer. The Chair will be the Town Mayor or Deputy Town Mayor. The Vice-Chair can chair Partnership meetings in the absence of the Chair.

4.9. Substitute at meetings

A Partnership Member may appoint another representative of his/her organisation to act as substitute at any meeting. The name of such substitute must be notified to the Partnership prior to the meeting. Regular substitution may result in the member organisation being required to reconsider its representation.

5. CONDUCT OF MEETINGS

5.1. Frequency and calling of meetings

The Partnership will meet quarterly.

The Chair or Vice-Chair of the Partnership may call additional meetings as appropriate.

Three Members of the Partnership may request in writing to the Chair that a special meeting of the Partnership be held, in which case such a meeting will be called as soon as practicable. The written request shall specify the business to be considered which shall be relevant to the purpose and the role of the Partnership.

5.2. Notice of meetings and publicity

The dates and times of ordinary Partnership Meetings will be set annually at the Partnership's Annual General Meeting and agreed by the Partnership.

Members of the Partnership will be given at least seven days notice, including weekends and Bank Holidays, of any change in the date or time of a pre-arranged meeting and the same notice of any special meeting.

The agenda shall be agreed by the Chair.

5.3. Quorum

No partnership decisions shall be made at a meeting of the Partnership unless more than 50% of the Members of the Partnership are present.

5.4. Public Access to Meetings

All Partnership meetings will be held in open. Any confidential items of business will be recorded as such and not publicised outside the partnership. Non-confidential information should be shared with member organisations and the wider community through newsletters, press releases, network meetings and other media.

The Partnership will endeavour to be as open and accessible as possible and will ensure that a minimum of business is conducted in private.

5.5. Motions and voting

Decisions of the Partnership will normally be made by consensus. However, in the event of decisions requiring a vote, each individual Partnership Member present at the meeting will have one vote. No proxy votes will be allowed. In the event of a vote decisions will be made by a simple majority.

In the event of a tied vote the Chair of the Partnership (or the Vice-Chair in the absence of the Chair) will have a second or casting vote.

Where necessary motions, which are moved and seconded, shall be considered by the Partnership and a vote taken.

5.6. Attendance and role of Advisors at meetings

Officers nominated under 4.3 will attend meetings of the Partnership in an advisory capacity, but will not have a vote, except if the officer has taken on the role of Chair.

The Chair of the Partnership Board may invite other people to address the Partnership on matters under discussion.

5.7. Minutes

The Partnership meetings will be serviced by Malvern Hills District Council as appropriate. Minutes shall be taken of all Partnership meetings by an appointed Secretary and copies sent to all current Partnership Members as soon as possible after each meeting. Minutes will be made available for all members of the community.

At its next meeting the Partnership will confirm the minutes of the previous meeting as a correct record.

5.8. Finance

The Treasurer will maintain a record of income and expenditure supported by receipts and will reimburse members for any expenses incurred.

The Treasurer will maintain a record of all grants received.

The Treasurer will setup a central fund from any monies secured.

The Bank Account and financial records will be held in the name Upton upon Severn Town Partnership.

The Treasurer and two other nominated members will be signatory to the Town Partnership bank account.

Two signatures will be required to authorise all payments, one of whom shall not be either an elected member or officer of the Town Council, Malvern Hills District Council or Worcestershire County Council.

Payment or benefits to committee members

To cover agreed expenses to be paid to volunteer members who attend recognised events.

The property and funds of the Partnership must only be used for promoting the purpose of the Partnership and do not belong to members of the Partnership or its Committees.

The group will be non-profit making.

The Secretariat

The appointed Secretary will maintain a record of all meetings and will ensure circulation of Minutes and Agendas and will be responsible for all communications.

6. CONFLICTS OF INTERESTS

6.1. Declaration of Interest

If any Partnership Member has a personal interest whether direct or indirect, in any matter under consideration by the Partnership, that Member shall declare that interest verbally at the beginning of the meeting and shall be able to speak but not vote on that item. The Partnership may require a Member who has declared an interest to leave the room while a debate and vote is being held on that item.

If any Partnership Member has a prejudicial interest, whether direct or indirect, in any matter under consideration by the Partnership, that Member shall declare that interest verbally at the beginning of the meeting and shall not speak or vote on that item. The Member who has declared a prejudicial interest must leave the room while a debate and vote is being held on that item.

Any declaration of interest shall be recorded in the minutes.

6.2. Code of Conduct

Partnership Members have an overriding duty to the community of the area of benefit. They will be expected to conduct themselves in accordance with the principles outlined in the the Local Authorities (Model Code of Conduct) Order 2007.

7. Amendments

Any amendments to the Constitution can only be made by its members and then at a special general meeting or the AGM.

If the Partnership becomes a Charity, any alterations must not be made which would alter the charitable nature of the Partnership.

8. Dissolution

If the officers of the Partnership by a simple majority decide at any time that it is necessary or advisable to dissolve the Partnership, they shall call a meeting of all voting members of the Partnership, for which meeting not less than notice of one month –four weeks-(stating the terms of the resolution to be proposed thereat) shall be given. If a decision shall be confirmed by a two-thirds majority of those present and voting at such a meeting the officers 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 such charitable institution or other institution having purposes similar to the purposes of the Partnership as the officers may determine.



**UPTON-UPON-SEVERN TOWN PARTNERSHIP
TERMS OF REFERENCE**

ACCEPTANCE

Please sign to accept the above condition:

Chairman: _____

Vice-chair: _____

Treasurer: _____

Secretary: _____

Minute Secretary: _____

Member: _____

Member: _____

Member: _____

Member: _____

Date _____