THE MABLETHORPE AREA PARTNERSHIP: CONSTITUTION

(points marked with a star ✪ are explanatory and do not form part of the constitution.)

1 NAME

The name of the Partnership is the **Mablethorpe Area Partnership** [MAP]
hereinafter called **“the Partnership”**.

2 AREA

The area which the Partnership seeks to serve is the Lincolnshire coastal area of
* Mablethorpe, Trusthorpe and Sutton-on-Sea including
**Anderby Creek in the south and
*** Saltfleet in the north:
i.e. the post code areas of * LN12
** PE24 X, & PE24 YQ
*** LN11 7DE, LN11 7 DH, LN11 7DN, & LN11 7SE
hereinafter called the Partnership’s **“operational area”**.

3 AIMS

The aims of the Partnership are

a) to draw together the businesses, community groups and statutory authorities in the operational area to their mutual economic, social, physical and cultural advantage;
b) to co-ordinate, communicate and further the Partnership’s constituent bodies’ aspirations; and
c) to foster good relationships within the operational area, valuing diversity, and ensuring that the facilities which the Partnership promotes benefit all regardless of age, disability, race, faith, gender, sexual orientation or politics.

4 OBJECTIVES

The objectives of the Partnership are

a) to promote civic pride and to nurture a sense of community;
b) to seek to attract investment in the operational area;
c) to be alert to funding opportunities, applying for these where appropriate;
d) to disseminate, either through written publications or through the social media or broadcasting channels, such information that will keep the Partnership’s members, the local community, and potential visitors updated on current and planned activity in the operational area;
e) to initiate and to support such events in the operational area that will serve to forward the Partnership’s aims;
f) to initiate and to support activity that will enhance the facilities of the operational area;
g) to be alert to the needs of the disadvantaged living in the operational area and to take appropriate steps to assist them in rising to the challenges they face;
h) to communicate with bodies in other areas with similar aims, and to share among the Partnership’s members both examples of good practice and such opportunities that could assist them in achieving the Partnership’s aims; and
i) to respond to government initiatives by establishing particular bodies to manage set issues.

✪ ***The Coastal Community Team has been established in response to such an initiative.***

5 POWERS

To further its aims, but not otherwise, the Partnership may

a) acquire and dispose of property subject to any consents required by law;
b) invest funds in any lawful manner, provided that professional investment advice is obtained whenever it is prudent to do so;
c) borrow money with or without giving security, subject to any consents required by law;
d) raise funds by any lawful means; and
e) accept gifts and donations either for the general purposes of the Partnership or for specific purposes falling within the sphere of its aims.

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6 APPLICATION OF MONEY AND PROPERTY

The money and property of the Partnership must be applied solely to the furtherance of its objectives.
The legal title to any land, building investments or other property of a permanent nature must be held in the Partnership's name.
Appropriate external scrutiny and/or audit of the accounts of the Partnership will be carried out in a manner to comply with all current legislation.
One or more bank account must be opened in the Partnership's name, with signatories to cheques, transfers or other banking instructions being two officers, one of whom should be the Treasurer.
Proper records of all transactions, including petty cash transactions, must be kept.

7 BENEFITS AND PAYMENTS

None of the elected officers of the Partnership may receive financial benefits from its activities, either directly or indirectly.

8 CONFLICTS OF INTEREST AND CONFLICTS OF LOYALTY

Conflicts of interest must be declared. Any officer or representative who declares a potential conflict of interest should withdraw from discussion and voting on the issue in question.

9 MEMBERSHIP

A: ELIGIBILITY

Membership is open to any

- business,
- community group, or
- public sector organization

which have interests that accord with the aims of the Partnership, or
which engages in activity within the Partnership's operational area.

Attendance at General Meetings of the Partnership will be open to all unless a majority vote determines that the sensitivity of a specific agenda item requires a restricted attendance for that part of the meeting.
More than one person belonging to the membership bodies of the Partnership will be welcome to attend meetings, but only one would be considered the body's voting representative at each individual meeting. It is therefore open to membership bodies to have a different voting representative at each of the Partnership's meetings.

B: INELIGIBILITY

If a member body were deemed to be acting in a way contrary to the aims of the Partnership as set out in this constitution, it would be invited to discuss this with the Executive Committee of the Partnership. That Committee could then, were its decision unanimous, determine to suspend the membership of that body until the following Annual General Meeting. That meeting could then, by a simple majority, ask the Executive to reconsider its decision, which would this time be taken by a simple majority.

C: MEMBERSHIP FEES

Membership fees will be reviewed and determined at the Annual General Meeting of the Partnership.
Fees will be set for each financial year, i.e. for the 12 months running to the 31st March.

10 ANNUAL GENERAL MEETINGS

A: CONVENING THE MEETING

An Annual General Meeting of representatives of the members of the Partnership must be convened once in every calendar year, as soon as is practical after the annual accounts have been submitted for audit.
The meeting must be convened between 21 and 14 days beforehand with written notice given to all members, specifying the nature of the business to be transacted.
In the interests of transparency such meetings will be open to all with notices appearing on at least four public noticeboards in the area, on at least two social media platforms, and in at least two publications circulating in the area.

B: THE MEETING'S QUORUM

The quorum of the Annual General Meeting will be 15 voting representatives of the members.

*[***10 ANNUAL GENERAL MEETINGS** *continued]*

C: ADJOURNING THE MEETING

If there is no quorum the meeting may be adjourned for up to 14 days and if there is no quorum present then the members present may decide whether to adjourn once more, or to proceed with the number present being considered to be the quorum.

D: VOTING AT THE MEETING

Voting at the Annual General Meeting will be by a simple majority.
All voting will be by a show of hands unless otherwise it is determined by a majority of those present.
In the event of a tied vote, the Chairperson, or in their absence the Vice Chairperson, would exercise a casting vote. In the event of a tied vote for the position of the Chairperson, the outgoing Scrutiny Officer would be asked to exercise such a casting vote.

E: THE AGENDA OFTHE MEETING

The Annual General Meeting of the Partnership will follow that of the Coastal Community Team.
At the Partnership's Annual General Meeting the voting representatives of its members shall

a) receive from the outgoing Executive Committee a report on the previous year's activity;
b) receive and approve the Partnership's annual accounts to which should be attached an inventory of any property held by the Partnership;
c) welcome new members and receive a report on the Partnership's membership;
d) review and determine the membership fee for the following financial year, i.e. the fee due from the following April;
e) elect the Executive Committee, which will include the Partnership's signatories;
f) appoint an independent financial examiner;
g) elect from among its members the Coastal Community Team and its officers;
h) discuss matters of policy for the following year, advising the incoming Executive Committee and Coastal Community Team to pursue these accordingly;
i) consider any business for which a week's notice has been given.

11 THE EXECUTIVE COMMITTEE

A: MEMBERSHIP OF THE EXECUTIVE COMMITTEE

The Partnership's Executive Committee will consist of

- three signatories, who will not be related to each other, to fulfil the roles of
  - a Chairperson
  - a Vice Chairperson
  - a Treasurer, who will be responsible for
    - overseeing all banking and financial arrangements of the Partnership;
    - ensuring the maintenance of proper accounts of all income and expenditure;
    - reporting on the Partnership's finances at its meetings;
    - disclosing current accounts to members of the Partnership on request.
- up to nine other members, among whom will be
  - a Secretary who will be the Partnership's Single Point of Contact
    with responsibility for
    - convening all meetings by giving due notice of them;
    - keeping a proper record of all meetings;
    - maintaining a record of all members, correspondence, consultations and activities, and ensuring such records are available at meetings as required.
  - A Minute Secretary
  - A Scrutiny Officer, who will not be a member of the Coastal Community Team but may, at meetings of the Executive Committee, seek clarification on any decisions taken by the Team or actions undertaken by it, with the expectation that any views the Executive Committee may have on such decisions or actions will be communicated to the Team.

The Executive Committee may co-opt other representatives to serve on it should it see fit to do so.

*[*11 THE EXECUTIVE COMMITTEE *continued]*

B: ELIGIBILITY

Any representative of a member business, group or organization may stand for election to the Partnership's Executive Committee.

Nominations must be received by the Secretary in writing at least three days before the Annual General Meeting, unless the Executive Committee makes a decision to accept nominations at the meeting itself.

Members of the Committee will be elected for one year and may stand for re-election in following years.

C: THE REPRESENTATIVE OF THE TOWN COUNCIL

The nominated representative of the Mablethorpe and Sutton Town Council would be invited to attend and participate in meetings of the Executive Committee in a non-voting capacity.

12 MEETINGS OF THE EXECUTIVE COMMITTEE

A: THE FUNCTIONS AND DUTIES OF THE EXECUTIVE COMMITTEE

The Executive Committee will have the responsibility for

- monitoring the membership and finance of the Partnership;
- keeping as confidential any business that could be considered sensitive; and
- ensuring all appropriate policies and procedures, such as those concerning safeguarding and data protection, are in place according to current relevant legislation or good practice.

B: CONVENING THE MEETINGS OF THE EXECUTIVE COMMITTEE

Meetings of the Executive Committee will normally meet ten times in each calendar year, prior to or after meetings of the Coastal Community Team.

Meetings must be convened between 7 and 3 days beforehand with notice given to all members.

Meetings not agreed previously may be called at any time by 2 signatories or 5 of the Committee's members.

C: THE QUORUM OF THE EXECUTIVE COMMITTEE

The quorum of the meeting will be 6 but this number must include three of the named officers, one of whom must be a signatory.

D: VOTING AT THE MEETINGS OF THE EXECUTIVE COMMITTEE

Voting at the meetings will be by a simple majority.

All voting will be by a show of hands unless otherwise determined by a majority of those present.

In the event of a tied vote, the Chairperson, or in their absence the Vice Chairperson, would exercise a casting vote.

Decisions may be reached using electronic or other means, but such decisions must be logged and recorded by the Secretary and formally accepted at the Committee's next meeting.

E: THE AGENDA OF THE MEETINGS OF THE EXECUTIVE COMMITTEE

At each meeting of the Executive Committee, a statement of the Partnership's current financial position must be given.

Prior to each meeting, the minutes of the most recent meeting of the Coastal Community Team must be made available to Scrutiny Officer who could thus table any points on which the views of the Executive Committee could be sought.

13 SUB-COMMITTEES

The Executive Committee may delegate specific matters to groups drawn from representatives of the Partnership. Such a sub-committee would be appointed on the understanding that

a) it would be directly accountable to the Executive Committee;
b) at least one of its members would be a member of the Executive Committee;
c) proper accounts and records would be kept and that these would be made available at meetings of the Executive Committee on request;
d) the Executive Committee could require the dissolution of a sub-committee at any time;
e) on the dissolution of a sub-committee all assets, records and accounts would be passed to the Executive Committee.

14 SPECIAL GENERAL MEETINGS

A Special General Meeting may be held at any time if called by the Executive Committee, or if at least 15 members make a formal written request to the Secretary. On the receipt of such a request the notice convening the meeting must be given within ten days. The procedures for such a meeting will be the same as those for the Annual General Meeting.

15 COMMUNICATION WITH MEMBERS

Any member of the Partnership which provides the Partnership with its email address would be taken to have agreed to receive communication from the Partnership in electronic form unless a specific request is made for communications in an alternative form.

On request the Secretary will supply within 21 days a hard copy of any information circulated by other means.

16 DATA PROTECTION

Any record of member bodies, their representatives, committee members, and volunteers will be kept in accordance with current data protection legislation.

17 AMENDMENTS TO THE CONSTITUTION

Alterations to this constitution will require a two-thirds majority of those present and voting at an Annual General Meeting or a Special General Meeting with notice of the proposed alterations being given at the point when any such meeting is convened.

18 DISSOLUTION OF THE PARTNERSHIP

A resolution to dissolve the Partnership can only be passed at an Annual General Meeting or at a Special General Meeting convened for that purpose. At such a meeting the rules governing the quorum would not apply, but for the decision to be made two thirds of those present would need to vote for the resolution. On the dissolution of the Partnership, any assets remaining after the payment of all debts and liabilities shall be passed to another properly constituted charity or community group within Partnership's Operational Area which has aims similar to those of the Partnership. The group to which such assets would be transferred shall be determined by a two thirds majority of those present at the meeting called to consider the dissolution of the Partnership before that motion is proposed.

19 ADOPTION OF THE CONSTITUTION

This constitution was approved at the Partnership's 2021 Annual General Meeting.

SIGNED

Chairperson

FULL NAME	*SIGNATURE*	*DATE*

Vice Chairperson

FULL NAME	*SIGNATURE*	*DATE*

Treasurer

FULL NAME	*SIGNATURE*	*DATE*

Secretary

FULL NAME	*SIGNATURE*	*DATE*