

MEARNS AREA PARTNERSHIP
CONSTITUTION (Revised August 2006)

1 Name

The name of the Partnership will be the Mearns Area Partnership, hereinafter referred to as The Partnership.

2 Area

The Partnership's area is the area known as the Howe of the Mearns and includes the settlement of Laurencekirk, Marykirk, St Cyrus, Luthermuir, Fettercairn, Auchenblae, Glenbervie and Drumlithie, Fordoun, Arbuthnott, Edzell Woods and their surrounding areas, hereinafter referred to as The Area.

3 Objects

The objects of the Partnership are the relief of poverty, the advancement of education, the furtherance of health and to promote the benefit of persons who are residents of the area specified in '2' and in furtherance thereof -

- i) to liaise with statutory authorities and voluntary organisations and inhabitants to achieve the above objects.
- ii) to assist residents in the Mearns to gain access to resources, facilities and services to meet identified needs.
- iii) to work with other organisations, groups and individuals in the interests of the people of the Mearns.
- iv) to provide and manage, or join with others in providing and managing, such services as are appropriate to the aims and which are recognised by as charitable in law.
- v) To continually evaluate the effectiveness of the strategies and initiatives taken by the Partnership to ensure that they achieve the Partnership's purpose.

4 Powers

In furtherance of said objects, the Partnership may:

- 1 Employ and pay any person or persons to supervise, organise and carry on the work of the Partnership.

- 2 Engage and pay fees to professional and technical advisers/consultants to assist in the work of the Partnership.
- 3 Bring together in conference and work in liaison with representatives of voluntary organisations, government departments, local and other statutory authorities and individuals.
- 4 Take out membership of such organisations as are considered to be in the interests of and compatible with the objects of the Partnership.
- 5 Promote and carry out or assist in promoting and carrying out research, surveys and investigations and where considered appropriate publish the results.
- 6 Arrange and provide for or join in arranging and providing for the holding of exhibitions, meetings, lectures, classes, seminars and training courses.
- 7 Collect and disseminate information on all matters affecting the objects and exchange such information with other bodies having similar objects whether in this country or overseas.
- 8 Cause to be written and printed or otherwise reproduced and circulated, free of charge or for payment, such papers, books, periodicals, pamphlets or other documents or films or recorded tapes (whether audio or visual or both) as shall further the objects.
- 9 Purchase, take on lease or exchange, hire or otherwise acquire any property and any rights and privileges necessary for the promotion of the said objects and construct, maintain and alter any building necessary for the work of the Partnership.
- 10 Subject to such consents as may be required by law, borrow or raise money for the objects and accept gifts on such security as shall be deemed to be necessary.
- 11 Do all such other lawful things as are necessary for the attainment of the objects.

5 Membership

- 1 Full membership of the Partnership shall be open to:
 - a) Individuals who are interested in furthering the work of the Partnership;

- b)** Representatives of community, statutory, voluntary and private agencies who are interested in furthering the work of the Partnership.
- 2** Each member organisation shall appoint one person to represent it and vote on its behalf at general meetings of the Partnership.
- 3** Each member organisation may appoint a deputy to replace its appointed representative if the latter is unable to attend any particular meeting of the Partnership.
- 4** Honorary members may be elected at the discretion of the Management Committee but these members shall not be entitled to vote at general meetings.
- 5** The Management Committee shall have the right for good and sufficient reason to terminate the membership of any individual or organisation provided that the individual member concerned or the individual representing such organisation (as the case may be) shall have the right to be heard by the management committee before a final decision is made.
- 6** Each individual member or member organisation will be required to complete and return an application form for information details before being accepted as a member of the Partnership.

6 Management Committee

Honorary Officers and Management Committee Members

- 1** Only full members of the project whether individual or representative shall be eligible to serve as honorary officers or members of the management committee.
- 2** The management policy and affairs of the Partnership shall be directed by a management committee of not less than five and not more than seventeen voting members, and shall meet not less than six times a year.
- 3** The Partnership will be managed by a committee comprising, as far as practicable:
 - One representative from each of the Community Councils in The Area
 - One representative from Glenbervie Community Association
 - Minimum of one Aberdeenshire Councillor for the Mearns Area

- Officer representative from Aberdeenshire Council; and one each from Social Work, Education and Community Development.
 - One representative from the NHS Grampian
 - One representative from the voluntary sector in the Mearns, via K & D VOICE
 - One representative of Villages in Control
 - Two (2) members, elected at the AGM, who are living or working in the Mearns, or representing an organisation serving the Mearns
 - Four (4) co-options, as decided by the management committee who have a particular perspective, experience or local knowledge, which can contribute to the work of the Partnership.
- 4** The committee may invite other organisations or individuals to participate in meetings of the committee in furtherance of its aims.
- 5** Any casual vacancy on the management committee may be filled by the committee and any person appointed to fill such a casual vacancy shall hold office until the conclusion of the next Annual General Meeting of the Partnership and shall be eligible for election at that meeting.
- 6** The management committee may appoint such special or standing committees or sub committees as may be considered necessary and shall determine their terms of reference, powers, duration and composition. All acts and proceedings of such special standing committees or sub committees shall be reported back to the Management Committee as soon as possible.
- 7** At its first meeting following the Annual General Meeting the Partnership shall elect a convenor, vice convenor, secretary and treasurer and such other honorary officers as it shall from time to time decide.
- 8** The convenor and the other honorary officers of the Partnership shall hold office until the conclusion of the Annual General Meeting of the Partnership next after their election but shall be eligible for re-election.
- 9** The Partnership shall appoint one or more auditors and determine their remuneration.

7 Meetings

- 1** The first general meeting of the Partnership shall be held not later than 1 July, 1997 and once in each year thereafter an Annual General Meeting

of the Partnership shall be held at such time (not being more than fifteen months after the holding of the preceding Annual General Meeting) and at such place as the management committee shall determine. At least twenty-one clear days' notice of the meeting shall be given in writing by the secretary to each member. At such Annual General Meeting the business shall include the consideration of the annual report of the work done by or under the auspices of the management committee, the approval of the audited accounts, the election of additional members to serve on the management committee (see 6.3), motions submitted by the management committee or by members and the transaction of such other matters as may from time to time be necessary.

- 2 The convenor of the management committee may at any time at his/her discretion call a special general meeting of the Partnership within twenty-one days of receiving a written request to do so signed by not less than eight full members whether individual or representative and giving reasons for the request; or at the request of a majority of the management committee.

8 Rules of procedure at all Meetings

1 Quorum

The quorum at a meeting of the Partnership or of the management committee or any committee appointed under paragraph 6.6 hereof shall be one third of the total actual membership of the Partnership for the time being, the management committee or committee (as the case may be) or such other number as the Partnership may in general meeting from time to time determine.

2 Voting

Unless it is otherwise specified in this Constitution, all questions arising at any meeting shall be decided by a simple majority of those present and entitled to vote. No person shall exercise more than one vote even if he or she may have been appointed to represent two or more interests, but in case of an equality of votes the person taking the chair at the meeting shall have a second or casting vote.

3 Minutes

The minutes of meetings of the Partnership shall contain a record of all proceedings, resolutions and decisions.

9 Finance

- 1** All monies raised by or on behalf of the Partnership shall be applied to further the objects of the Partnership and for no other purpose provided that nothing herein contained shall prevent the payment in good faith of reasonable and proper remuneration to any employee of the Partnership and fees to professional and technical advisers or the repayment to members of the management committee or to any committee or sub-committee appointed under paragraph 6.6 hereof of reasonable out of pocket expenses.
- 2** The honorary treasurer shall keep proper accounts of the finances of the Partnership.
- 3** The accounts shall be audited at least one a year by the Auditor or Auditors.
- 4** An audited statement of the accounts for the last financial year shall be submitted by the management committee to the Annual General Meeting.
- 5** A bank account shall be opened in the name of the Partnership with a bank or building society as the management committee shall from time to time decide. The management committee shall authorise in writing four members of the management committee one of whom shall be the treasurer to sign cheques on behalf of the Partnership. All cheques must be signed by not less than two of the four authorised signatories.

10 Alteration to the Constitution

Any alteration to this Constitution shall receive the assent of not less than two thirds of the members of the Partnership present and voting at a general meeting whether annual or special provided that notice of any such alteration shall have been received by the secretary in writing not less than twenty-one clear days before the meeting at which the alteration is to be proposed. Notice in writing of such a meeting, setting forth the terms of the alteration, shall be sent by the secretary to each member of the Partnership provided that no alteration shall be made which would have the effect of causing the Partnership to cease to be recognised by the Inland Revenue as a charity.

11 Dissolution

If the management committee by a simple majority decide at any time that on the ground of expense or otherwise it is necessary or advisable to dissolve the Partnership, it shall call a special general meeting of the Partnership, of which meeting not less than twenty-one days' notice (stating the terms of the resolution to be proposed thereat) shall be given. If such decision shall be confirmed by a

two thirds majority of those present and entitled to vote and voting at such meeting, the management committee shall have power to dispose of any assets held by or on behalf of the Partnership.

Any assets remaining after the satisfaction of any proper debts, funding conditions and liabilities shall be given or transferred to such other charitable organisation or organisations having objects similar to the objects of the Partnership within the Mearns Area, as the committee may determine.

ADOPTED

Name _____ **Position**

Signature _____ **Date**

Name _____ **Position**

Signature _____ **Date**