

BLACON NEIGHBOURHOOD ALLIANCE CONSTITUTION

1) NAME

The name of the association is: **Blacon Neighbourhood Alliance** ("the Alliance").

2) AREA OF BENEFIT

The area in which the Alliance will pursue its objectives is the Blacon Neighbourhood Area (the Area), which is the area designated by Cheshire West & Chester Council for which the Alliance will produce a Neighbourhood Plan.

3) ADMINISTRATION

Subject to the matters set out below the Alliance and its property shall be administered and managed in accordance with this constitution by the members of the Executive Committee, constituted by clause 6 of this constitution ("The Executive Committee").

4) OBJECTIVES

a) The purpose of the Alliance is:

- i. to prepare a Neighbourhood Plan for the Area; and
- ii. to promote or improve the social, economic and environmental well-being of the Area by:-
 - Encouraging openness and transparency between all organisations about the services and plans for the area
 - promoting community cohesion
 - Improving partnerships with voluntary, social, statutory, private and charitable organisations
 - To promote and gauge local attitudes to creating a Parish or Community Council for Blacon
 - Supporting the development of a social enterprise business model to provide a Community and Employment Hub and additional facility provision for youth training, clubs and associations.
 - Protecting, preserving and utilising community assets and green spaces
 - Establishing a Blacon Neighbourhood Alliance Trust Fund

b) The Alliance shall be non-party in politics, non-sectarian in religion and seek to promote inclusion of all interests and participation of all persons (including those with protected characteristics under the Equality Act 2010) within the Area.

5) POWERS

a) In furtherance of its objectives the Alliance may:

- i. invite and receive contributions and raise funds where appropriate, to finance the work of the Alliance, and to open a bank account to manage such funds;
- ii. publicise and promote the work of the Alliance and organise meetings, training courses, events or seminars etc.

- iii. work with groups of a similar nature and exchange information, advice and knowledge with them, including cooperation with other voluntary bodies, charities, statutory and non-statutory organisations;
- iv. employ staff and volunteers as are necessary to conduct activities to meet the objects of the Alliance;
- v. take any form of action that is lawful, which is necessary to achieve the objectives of the Alliance, including taking out any contracts which it may see fit.

6) MEMBERSHIP

a) Membership of the Alliance is open to:

- i. Individuals aged 16 or over who live, work, study or volunteer in the Area; and
- ii. Individuals who are elected members of Cheshire West & Chester Council, any of whose area falls within the Area.

b) The Alliance will comprise at least 21 individuals who live or work within the Area or who are elected members of Cheshire West and Chester Council, any of whose area falls within the Area.

c) Membership shall be drawn from different parts of the Area and different sections of the community in the Area.

d) The Committee:

- i. may require applications for membership to be made in any reasonable way that it decides;
- ii. shall approve membership applications that meet the membership criteria in clause 6a;
- iii. shall, if they approve an application for membership, notify the applicant of their decision within 21 days; and
- iv. may refuse an application for membership if it decides the applicant does not meet the membership criteria in clause 6a or there is a conflict of interest as defined in clause 8.

e) A list of all members will be kept by the Secretary and any personal details will be only be stored and used with the individual's consent in compliance with the General Data Protection Regulations (GDPR).

7) CEASING TO BE A MEMBER

a) Membership will cease if:

- i. the member sends a notice of resignation to the Committee;
- ii. the member dies;
- iii. the member no longer lives, works, studies or volunteers in the Area; or
- iv. the Committee decides that there is a conflict of interest (as defined in clause 7) and that the member in question should be removed from membership.

b) Any offensive or discriminatory behaviour, including racist, sexist or inflammatory remarks, will not be permitted. Anyone behaving in an offensive or discriminatory way may be asked not to attend further meetings or may be removed from membership if an apology is not given or the behaviour is repeated. The individual concerned shall

have the right to be heard by the Committee, accompanied by a friend, before a final decision is made.

8) MANAGING CONFLICTS OF INTEREST

- a) Member Obligation: Conflicts of interest must be declared as soon as members are aware of any possibility that their personal or wider interests could influence their decision-making.
- b) References to "conflicts" or "conflicts of interest" in this clause include actual or potential conflicts of interest, pecuniary or non-pecuniary and conflicts of loyalty.
- c) Conflicts can arise because of a member's personal interests or duties owed to a third party, for example, without limitation, by virtue of being an employee of Cheshire West & Chester Council, or of a developer or a company assisting any current or future developments in the area, or by working for or belonging to an organisation that might have a financial interest in the outcome of the Neighbourhood Plan. Owning a property or business in the area is not in itself a conflict of interest.
- d) Conflicts can inhibit open discussions and may result in irrelevant considerations being taken into account when taking decisions.
- e) The Alliance aims to operate free from conflicts and manage conflicts appropriately when they arise. As such:
 - i. upon joining, each member must disclose to the Committee the nature of any interests that may give rise to a conflict. The Secretary shall keep a record of such conflicts;
 - ii. members should be alert to situations that may give rise to a conflict, and promptly inform the Committee if any such situation arises;
 - iii. it is for the member concerned to decide which matters to disclose but, if in doubt, they should make a disclosure.
- f) The Committee may decide how to manage conflicts as it deems appropriate. Without limitation, measures could include: excluding a member from voting on certain issues. All conflicts of interest arising in meetings should be recorded in minutes stating: who has the conflict, what the conflict of interest is, and how it was managed.

9) THE EXECUTIVE COMMITTEE

- a) The business of the Alliance will be managed by the Executive Committee ("the Committee").
- b) The membership of the Committee will be as follows:
 - i. Chairperson
 - ii. Vice Chairperson
 - iii. Secretary
 - iv. Treasurer
 - v. Conveners of the sub-groups
- c) The officers of the Committee (Chairperson, Vice-chairperson, Secretary, and Treasurer) will be elected at the Annual General Meeting of the Alliance.

- d) In the event of an officer standing down during the year, a replacement will be elected by the next General Meeting of members.
- e) The officers' roles are as follows:
 - i. Chairperson, who shall chair both General and Committee meetings.
 - ii. Vice-Chairperson, who shall deputise for the Chairperson.
 - iii. Secretary, who shall be responsible for the taking of minutes, the distribution of all meeting papers and keeping a list of members.
 - iv. Treasurer, who shall be responsible for maintaining accounts.
- f) The Committee has the power to co-opt up to 4 additional members to ensure:
 - i. effective representation of people who live, work, study or volunteer in the Area; and/or
 - ii. that the Committee has the appropriate skills and competencies to carry out its responsibilities.
- g) Committee Responsibilities:
 - i. The overall management of the business of the Alliance.
 - ii. Coordinating the activities of the working groups.
 - iii. Drafting, agreeing and promoting the implementation of the Blacon Neighbourhood Plan.
- h) Committee Meetings:
 - i. The Committee shall meet as often as necessary for the effective transaction of the Alliance's business, using a variety of venues across the Area.
 - ii. All meeting agendas, papers and minutes shall be made available to Alliance members.

10) WORKING GROUPS

- a) The Committee may appoint such working groups as it considers necessary to assist it in carrying out the Alliance's objectives set out in clause 4.
- b) Each working group appointed shall operate within Terms of Reference provided by the Committee.
- c) Each working group shall have a chairperson nominated by the Committee, who will report on the working group's progress to the Committee as it requires.
- d) No working group shall be entitled to authorise or commit the Alliance to any expenditure without the Committee's approval.

11) ANNUAL GENERAL MEETING

- a) An Annual General Meeting (AGM) will be held within 15 months of the previous AGM.
- b) All Alliance members will be notified in writing at least 21 days before the date of the meeting, giving the venue, date and time.

c) At the AGM:

- i. The Chairperson of the Committee will present a report of the work of the Alliance over the year.
- ii. The Treasurer will present the accounts of the Alliance for the previous year.
- iii. The officers of the Committee for the next year will be elected.
- iv. Any proposals submitted by members to the Secretary at least 7 days in advance of the meeting will be discussed.

12) SPECIAL GENERAL MEETING

- a) The Chairperson or the Secretary of the Committee may call a Special General Meeting at the request of the majority of the Committee members, or, at least 11 or 10% of the membership (whichever is the greater number) giving a written request to the Chairperson or Secretary stating the reason for their request.
- b) All members will be given 21 days' notice of such a meeting, giving the venue, date, time.

13) RULES OF PROCEDURE

a) Voting

Subject to the provisions of clause 15, all questions arising at any meetings shall be decided by a simple majority of those present and entitled to vote at that meeting. No member shall exercise more than one vote, but in the case of an equality of votes the Chairperson shall have a second or casting vote.

b) Quorum

At least one half of the members shall form a quorum at meetings of the Committee and at all working groups. 11 or one tenth of all members, whichever is the higher, shall form a quorum at Annual General Meetings and Special General Meetings of the Alliance.

c) Minutes

Minutes recording all proceedings and resolutions of meetings shall be kept by the Alliance, the Committee and any working groups which may have been established.

14) FINANCE

- a) All monies raised by or on behalf of the Alliance shall be applied to further the objectives of the Alliance as set out in clause 4 and for no other purpose.
- b) An account may be maintained on behalf of the Alliance at a bank agreed by the Committee. Up to 4 cheque signatories may be nominated by the Committee (1 to be the Treasurer). Any 2 of these must sign every cheque or approve every online banking transaction. The signatories must not be related nor members of the same household.
- c) The Committee may, for administrative convenience, set up finance handling arrangements with an appropriate established organisation to administer all banking transactions on behalf of the Alliance. In the event that this approach is adopted:
 - i. A written agreement will be enacted with the organisation;
 - ii. All financial transactions must be approved by the Committee prior to any banking transactions being carried out by the organisation; and

- iii. All monies raised by or on behalf of the Alliance must be clearly presented and identifiable as a separate budget line within the accounts and any financial reporting arrangements of the organisation.
- d) Records of income and expenditure shall be maintained by the Treasurer and a financial report given to the Committee as it requires.
- e) The end of year accounts produced by the Treasurer shall be examined by an independent examiner prior to being presented at the AGM. The person so appointed to carry out the independent examination shall not be a member of the Committee.
- f) None of the income or property of the Alliance may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Alliance. This does not prevent a member (who is not also a member of the Committee) receiving reasonable expenses properly incurred when acting on behalf of the Alliance and proper remuneration for any goods or services supplied to the Alliance.
- g) The Committee may delegate spending powers with clear limitations to individual members and /or working groups acting on behalf of the Alliance.
- h) Members of the Committee:
 - i. are entitled to be reimbursed from the property of the Alliance such reasonable expenses properly incurred when acting on behalf of the Alliance; and
 - ii. may benefit from indemnity insurance purchased at the Alliance's expense.
- i) Members of any working groups which may have been established:
 - i. are entitled to be reimbursed from the property of the Alliance such reasonable expenses properly incurred when acting on behalf of the Alliance and proper remuneration for any goods or services supplied to the Alliance; and
 - ii. may benefit from indemnity insurance purchased at the Alliance's expense.

15) AMENDMENTS TO THE CONSTITUTION

- a) Amendments to the constitution may only be made at the Annual General Meeting or a Special General Meeting.
- b) Any proposal to amend the constitution must be given to the Secretary in writing not less than 28 days before the date of the meeting at which it is first to be considered. The proposal must then be circulated with the notice of the meeting.
- c) Any proposal to amend the constitution will require a two thirds majority of those present and entitled to vote at the meeting.

16) DISSOLUTION

- a) If a meeting of the Committee, by simple majority, decides that it is necessary to close down the Alliance, it may call a Special General Meeting to do so. The sole business of this meeting will be to dissolve the Alliance.


- b) If it is agreed by a simple majority of those present and voting at such meeting to dissolve the Alliance, all remaining money and other assets, once outstanding debts and liabilities have been paid, shall be used for the benefit of the residents of the Area.
- c) The Alliance shall exist for 5 years from its formal designation and at its AGM at the end of year 4 the AGM will give consideration to a continuing or successor organisation to maintain and monitor the Blaen Neighbourhood Plan.

THIS CONSTITUTION was adopted as the Constitution of Blaen Neighbourhood Alliance at a meeting held at:


Venue MEETING ROOM, WAGGON + HORSES, BLAEN, CH15PR

Date 18 JANUARY 2023

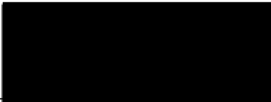
Signed


Brian McManus

(Chair)


Hayley Dean

(Vice Chair)


Laura Smith

(Secretary)


Gareth Oliver

(Treasurer)