

## CONSTITUTION

### THE CHADDERTON PARTNERSHIP

#### 1. Name

- 1.1 The name of the group shall be The Chadderton Partnership hereinafter referred to as 'the Partnership'.
- 1.2 The Partnership is a forum as defined in the Town and Country Planning Act 1990 as amended by the Localism Act 2011 (the Act).

#### 2 Purposes and Principles

- 2.1 The Planning Partnership provides a forum for the discussion of issues that may affect the area as well as ideas that may enhance it such as transport planning, health, local public services, local businesses and open spaces;
- 2.2 The basic purpose of the Partnership is to promote and improve the social, economic and environmental wellbeing of the area. The Partnership will seek to achieve this by:
  - Actively encouraging all the members to participate fully in the activities of the Partnership for the promotion and improvement of the area;
  - Encouraging the goodwill and involvement of the wider community;
  - Fostering community spirit and encouraging civic pride;
  - Preparing a Neighbourhood Plan in conjunction with the Local Planning Authority which will set out the Partnership's policies for use of the land in the area or, in conjunction with other Partnerships, Parish Councils, or Planning Authorities, the wider area, taking into account the need to balance the different concerns of the people who live or work in the area and the powers and resources of the local authority in relation to planning matters;
  - Exercising any powers which attach to the Partnership; this could include producing Neighbourhood Development Orders, Community Right to Build orders and identifying assets of community value;
  - Supporting projects that are of benefit to the area;
  - Considering proposals by public or private sector bodies likely to have a significant impact on the social, economic and environmental wellbeing of the area.
- 2.3 The following principles will inform the steps which the Partnership takes towards the achievement of the above purpose whilst acknowledging that some change for social, economic and environmental reasons can be desirable:

- Protecting, preserving and enhancing the architectural heritage and physical and environmental character of the area;
- Protecting and enhancing the quality and location of green spaces and the natural environment;
- Supporting local businesses serving the area;
- Securing the best use of land for public purposes;
- Taking into account the imperatives of climate change and other sustainability considerations:
- Maintaining or enhancing the diversity of the area;
- Encouraging the development of a close and integrated community;
- Recognising the importance of good service provision of all sections of society within the area, in particular for young people, older people and the more vulnerable members of the community;
- Supporting efforts to reduce crime in the area;
- Seeking at all times to act on the basis of equality between and respect for all persons regardless of gender, age, race (including ethnicity and nationality), sexual orientation, religion or belief, disability and socio-economic status.

2.4 Whenever the boundary of the area adjoins the boundary of another designated Neighbourhood Area, the Partnership will seek to co-operate on cross boundary matters.

### **3 Chadderton Neighbourhood Area (the area)**

3.1 The area shall be known as the area shown on the map (appendix A). There would be opportunities for smaller groups to work informally on specific issues or defined areas within the Area.

3.2 The area consists of the local government wards of Chadderton and consists of a central retail area, an area designated as a conservation area, residential houses, various business districts and open space and appropriate infrastructure.

3.3 As defined, the area falls within the boundary of Oldham Metropolitan Council within Greater Manchester.

#### **4. Powers**

4.1 In furtherance of the objects, but not otherwise, the Partnership Management Committee may exercise the power to:

- Promote the health and social, economic and environmental wellbeing of the residents of the area and to work together as residents irrespective of age, gender, ethnicity, ability, religion or political view.
- Promote sustainable development, environmental improvement and conservation by educating, encouraging and assisting the local population in environmental practice, working in partnership with similar groups and organisations.
- Invite and receive contributions and raise funds where appropriate, to finance the work of the Partnership, and to open a bank account to manage such funds.
- Publicise and promote the work of the Partnership and organise meetings, training courses, events and seminars etc.
- Work with groups of a similar nature and exchange information, advice and knowledge with them, including co-operation with other voluntary bodies, charities, statutory and non-statutory organisations.
- Employ staff and volunteers, as are necessary to conduct activities to meet the objectives.
- Take any form of action that is lawful which is necessary to achieve the objectives, including entering into any contracts which it may see fit.

#### **5. Chadderton Neighbourhood Plan**

5.1 The Chadderton Neighbourhood Plan (CNP) will set out policies for the development and use of land in the area.

5.2 As provided for in the Act, it will be subject to extensive consultation and examination including a referendum.

5.3 The CNP will include, where appropriate, specific policies for identifying parts of the area, including conservation, and enhancement and redevelopment policies.

#### **6 Memberships**

6.1 The Partnership retains the right to support and propose policies which are consistent with the powers and objects of this constitution which are of a non-party political organisation. It shall not become an affiliate member of, nor work towards the promotion of, any individual political party.

6.2 Membership of the Partnership is open to:

- Residents living in the area, either as individual members or via representatives' bodies
- Every individual who works in the area (whether for business carried out there or otherwise).
- A nominated representative from any formal constituted group based in the area.
- Ward Councillors from Oldham MBC representing the Chadderton area and the Constituency MP.

6.3 A member can only represent a view at the Forum as an individual or as a representative of a business or community group so can only exercise one vote at meetings. Applications for membership should be made using the available form which can be submitted by post or electronically.

6.4 Where it is considered membership would be detrimental to the purpose and principles of the Partnership, the Management Committee shall have the power to refuse membership or may terminate or suspend the membership of any member by a resolution passed at a meeting.

6.5 Any member of the Partnership may resign his/her membership by providing the secretary with written notice.

6.6 The Partnership shall have a minimum of 21 members before any decision on Neighbourhood Planning may be made. The secretary shall maintain a list of members at all times.

## **7. Management Committee**

7.1 The Partnership shall be administered by a Management Committee of no fewer than five (5) people drawn from the membership of the Partnership. Members of the Management Committee will be elected for a period of one year but may be re-elected at the Partnership's AGM.

7.2 The Management Committee may co-opt members during the year who would be subject to election at the next AGM.

7.3 The Management Committee may also invite contributions from professional experts or other interested parties as may best benefit the objects of the Partnership.

7.4 The Management Committee shall elect the following officers of the Partnership from its number:  
Chair person  
Vice Chair person  
Secretary  
Treasurer  
Committee members

- 7.5 Officers will serve for one year and will be subject to re-election.
- 9.1 It shall be the responsibility of the Chairperson to Chair all meetings or appoint a designated deputy in his/her absence. All meetings shall be minuted.
- 7.6 Nominations for membership of the Management Committee must be received by the secretary no fewer than 7 days prior to the AGM.
- 8. Themed Sub-Committees**
- 8.1 Themed Sub-Committees may be formed as and when appropriate to concentrate on specific areas.
- 9. Meetings**
- 9.2 The Management Committee shall meet at least four (4) times a year to discuss actions and monitor progress to date and to consider future developments. Additional meetings including the working group meetings could be called as and when appropriate.
- 9.3 All Committee members shall be given at least seven (7) days' notice of when a meeting is due to take place, unless it is deemed an emergency, and provided with the necessary paperwork at the same time
- 9.4 One third of Committee members shall be present in order for a meeting to take place.
- 9.5 The Chair will conduct the meetings and have a deciding vote if there is a deadlock.
- 9.6 The AGM shall take place no later than three (3) months after the end of the financial year. An extraordinary meeting may be called by the decision of the Management Committee or by 20 members of the Partnership applying to the secretary. For all general meetings a notice of the meeting and details of any resolutions to be put to it shall be sent to all Partnership members at least seven (7) days before the meeting.
- 9.6 All Partnership members are entitled to vote at the AGM. Voting shall be made by a show of hands on a majority basis. In the case of a tied vote, the Chairperson or an appointed deputy shall make the final decision. The quorum for a general meeting shall be ten (10).
- 9.7 Notices to Partnership and Committee members will be deemed to have been delivered if sent to members' last notified email address (or, where no email address is given, posted to the last notified address).
- 9.8 Committee members shall declare any disclosable pecuniary or personal interests, or prejudicial interest, being those defined as interests in the area or any other interests which could be deemed to have an influence on the determination of matters brought before the Committee and would abstain from voting on them. All declared interests will be shown in the minutes of the meeting at which they were declared.

9.9 The informal working groups will make recommendations to the management committee which will then make a formal proposal which will be subject to consultation in the Area

## **10. Finance**

10.1 Any money acquired by the Partnership, including donations, contributions and requests, shall be paid into the account operated by the Management Committee in the name of the Partnership.

10.2 All funds shall be applied to the objects of the Partnership and for no other purpose

10.3 One or more bank accounts shall be opened in the name of the Partnership.

10.4 All funds raised for the Partnership shall be deposited in such accounts.

10.5 Any deeds, cheques or any other payments relating to the Partnership's bank accounts shall be signed by at least two (2) of the following Committee members:

Chair person

Vice Chair person

Secretary

Treasurer

Committee members

10.6 The treasurer shall produce an annual financial report to be presented at the AGM. The Partnership's accounting year shall run from 1 July to 30 June.

## **11. Indemnity**

11.1 Officers and members of the Management or other sub-committee or group shall not be liable for any loss suffered by the Partnership as a result of the discharge of their respective duties on its behalf, except such as arise from their own respective wilful default. The Partnership may seek insurance cover, or other provision, to the local authority or any independent institution to protect its members and officers from any action which may arise from the legitimate exercise of the functions of the Partnership.

## **12. Conflict Resolution**

12.1 At all times the forum will recognise the primary need to encourage community involvement in and support for the Neighbourhood Plan.

12.2 If it proves impossible for the Forum to reach agreement during any stage of preparing the plan every effort shall be made by the membership to resolve the difference by negotiation. Where this does not resolve the situation the Forum will ensure that the alternative view is included in the relevant stage of community engagement and the Forum will adopt the position of the majority response from the community arising from that stage

**13. Alteration to the constitution**

13.1 Any change to the constitution shall be agreed by a two-thirds (2/3) majority vote at a general meeting. In the case of an exact two third to one third split, then the Chair person shall cast a deciding vote.

**14 Dissolution**

14.1 The Partnership may be dissolved, if deemed necessary by the members, in a majority vote at a general meeting. Any assets or remaining funds after debts have been paid shall be returned to their providers or transferred to local charities or similar groups at the discretion of the Partnership Management Committee.

**15 Partnership duration and review**

15.1 In accordance with The Act, the Partnership's designation ceases to have effect at the end of a period of five (5) years. A formal review of the functions and achievements of the Partnership shall be carried out before the end of this period and, following consultation with its members, the Partnership shall decide whether it wishes to continue, amend, or dissolve itself (including applying for a designation for a further five (5) years' period if considered appropriate.

This constitution was adopted at a general meeting held at CHADDERTON WELLBEING CENTRE on 23 JANUARY 2020 by:

Chairperson: WILLIAM ANTONY TOMLINSON

Vice Chair: DAVID HIBBERT

Treasurer: DUNCAN PRINCE

Secretary: CHRISTINE DENNIS

Member: JOANNE BRADBURN

Member: ABDUL MOHIN

