

# **People's Alliance for Ludlow** **Constitution**

## **1. NAME**

The name of this body is "The People's Alliance for Ludlow" ("the Alliance")

## **2. OBJECTS**

The Alliance will operate as a not-for-profit body. The Alliance's object shall be to promote activities that improve the sustainability, dynamism and vibrancy of the local community within Ludlow and its surrounding area. Such activities will include, but are not limited to:

- a) support of groups working on particular aspects of the Object,
- b) working with local and central government to support the Object,
- c) working with bodies to enhance quality of life in the local community.

## **3. OPERATION OF THE CONSTITUTION**

1. 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 as constituted by Section 6 of this Constitution.
2. This Constitution may only be amended by a two-thirds majority vote of members at the Annual General Meeting or a Special General Meeting of the Alliance. Changes shall come into effect at the end of that meeting.
3. The Alliance may appoint a member at any meeting to act as in a position of responsibility and shall provide a description of these to the member.
4. Any member (individual or group) may be appointed or removed to the steering group by the decision of that group from time to time as is appropriate and relevant to the Object.
5. Communication between members by e-mail shall have the same standing as written communication.
6. In all meetings of the Alliance, a vote shall be determined by a simple majority (except where explicitly stated otherwise in this Constitution) of those present and entitled to vote. The Chair of the meeting shall not have a vote, but shall cast a deciding vote in the respect of a tie. Members shall have paid any levy determined under Clause 5.5 to be entitled to vote.

## **4. POWERS**

In furtherance of the Object but not otherwise and having been agreed at a meeting of the Alliance, the members may exercise the following powers:

1. Power to raise funds and to invite and receive contributions where required to defray costs properly incurred;
2. Power to charge a membership subscription;
3. Power to incur costs;
4. Power to co-operate with other individuals, associations, charities, voluntary bodies and statutory authorities operating in furtherance of the Object or of similar purposes and to exchange information and advice with them;
5. Power to make donations to other groups with similar objects;

6. Power to establish or support any charitable trust, association, Community Interest Company, Community Benefit Company, Registered Charity or Limited Company or institution formed for the pursuance of the Object;
8. Power to appoint and constitute such advisory committees as may be required from time to time;
9. Power to operate such bank accounts and other financial services as a meeting of the Alliance may think fit, subject to the operating safeguards recommended by the Charity Commission or other competent body;
10. Power to do all such other lawful things as are necessary or desirable for the achievement of the Object.

## **5. MEMBERSHIP**

1. There are two types of membership of the Alliance:
  2. a ) GROUP membership, whereby a group or public body (whether formally constituted or not) with an interest in a topic in support of the Object may join the Alliance. A group shall be represented for voting purposes by one individual (a 'delegate') at any meeting, who shall have one vote on behalf of the group. Any number of group members may attend.  
  
b) INDIVIDUAL membership, whereby any person aged sixteen or over with an interest in a topic in support of the Object may join the Alliance. Individuals (or groups thereof) aged wholly under sixteen may be represented by an individual over sixteen of their choice.
3. A record of membership shall be kept by the Administrator.
4. Membership shall be for one year at a time, from 1 January to 31 December each year.
5. Members may be asked to pay a levy not in excess of £20 (for groups ) or £10 (for individuals) to defray incurred and expected costs of the Alliance. This shall be determined from time to time by a steering group meeting of the Alliance and paid by the end of January in the relevant membership year, otherwise membership will lapse. This will commence in Jan 2017.
6. An Annual or Special General Meeting of the Alliance may by a two-thirds majority vote terminate the membership of any individual or group on grounds of activity considered to bring the Alliance into disrepute, provided that the individual or group concerned shall have the right to be heard by the membership, accompanied by a third party, before a final decision is made.
7. A member may resign their membership at any time by sending notification to the Administrator, who will circulate this to the other group and individual members.

## **6. Meetings of the Alliance**

### **6.1 Steering group meetings**

- a) The general activity of the Alliance shall be managed by decisions agreed at a steering group meeting.
- b) The Chair of a steering group meeting shall be decided at the previous steering group meeting by rotation among those members present, excepting that the review of the minutes of the previous steering group meeting shall be conducted by the Chair of that meeting whenever possible.

- c) The Chair shall cause an accurate record of the meeting to be made by the minute secretary and circulated to the membership within seven calendar days of the meeting. Corrections to this record shall be notified to the Chair within a further seven calendar days.
- d) The function of minute secretary shall be rotated amongst the members present.
- e) the agenda of steering group meetings shall be agreed at other such meetings and/or by communication amongst the members. The agenda and minutes of the previous meeting shall be given to all members with no less than two calendar days notice prior to the meeting date.
- f) All members shall declare any financial or other relevant interest in any matter before it is discussed in the meeting.
- g) The quorum for a steering group meeting shall be five group or individual members. In the event of a quorum not being present, no binding decisions may be taken but any other business can be considered at the sole and full discretion of the Chair.

## **6.2 Annual General Meeting**

- a. The Annual General Meeting (AGM) shall be held at a date agreed in a steering group meeting.
- b. The Chair of the AGM shall be agreed in a steering group meeting.
- c. The appointed Chair shall cause an Agenda to be circulated to the membership not less than twenty-one calendar days before the meeting and shall arrange for a record of the meeting to be taken and circulated to members not more than fourteen days after the meeting.
- d. The Agenda shall include, but not be limited to:
  - approval of the Minutes of the Previous AGM and any SGMs held after it.
  - a report by the Chair (and any other persons nominated by the Chair) on the activities of the Alliance in the past year
  - a Report on the financial activity of the Alliance
  - any propositions regarding changes to this Constitution
- e. The quorum for an AGM shall be ten group or individual members. In the event of a quorum not being present, the Chair shall have sole and full discretion as to whether to proceed with the meeting or postpone it.

## **6.3 Special General Meetings**

- a) A Special General Meeting (SGM) shall be held at the request of not less than ten group or individual members, such a request to be made in writing to the Administrator. The request shall include the reason for the SGM and the matter(s) to be considered.
- b) Such a meeting will be held within one calendar month of this request.
- c) The Chair of the SGM shall be agreed in a steering group meeting.
- d) The appointed Chair shall cause an Agenda to be circulated to the membership not less than twenty-one calendar days before the meeting and shall arrange for a record of the meeting to be taken and circulated to members not more than fourteen days after the meeting.
- e) The Agenda of the SGM shall be limited to the matters made in the request.

- f) The quorum for an SGM shall be ten group or individual members. In the event of a quorum not being present, the Chair shall have sole and full discretion as to whether to proceed with the meeting or postpone it.

## 7. Receipts, expenditure and Financial Reporting

1. The funds of the Alliance including all subscriptions, donations, contributions and bequests, shall be paid into an bank account in the UK operated in the name of the Alliance at such bank as a steering group meeting shall from time to time decide. All cheques drawn on the account must be signed by at least two members of the Alliance. A list of at least two and no more than five cheque signatories shall be agreed at a steering group meeting of Alliance and may be changed by further such meetings.
2. The funds belonging to the Alliance shall be applied only in furthering the Object.
3. Members shall be reimbursed by the Alliance in respect of any expenditure properly incurred by them on behalf of the Alliance.
4. All income and expenditure is to be properly recorded by the Book-keeper. Receipts are to be provided and records kept for all income. Receipted original invoices are to be kept for all expenditure, cross-referenced to cheque numbers. Financial records are to be kept for seven years .Prior to the AGM, the appointed Chair shall arrange for a financial report to be prepared, in conjunction with the Book-keeper. Such a report shall include a summary of income and expenditure and the current placement of funds.

## 8. WINDING UP

1. The Alliance may be wound up by a two-thirds majority vote at an AGM or SGM.
2. After settlement of all liabilities any surplus assets shall be donated to a body with interests similar to the object of the Alliance. The selection of the body shall be considered at the AGM or SGM.

\* \* \* END \* \* \*

## CHANGES

Date	Version	Change details	Author
15 <sup>th</sup> Aug 2016	0.1	Initial Version	C. Deaves
18 <sup>th</sup> Aug	0.2	Added: 3.5, 5.3, 5.4, 6.1g	C. Deaves
25 <sup>th</sup> Aug	0.3	Alliance throughout, incorporation of steering group meeting, cl 3.4 removal of 5.3 & 5.4, minor detail changes	C. Deaves
7 <sup>th</sup> Sept 2016	1.0	Accepted at Steering Group meeting	C. Deaves