

## NORTH TAUNTON PARTNERSHIP

### **A. Name**

The name of the Association is the North Taunton Partnership.

### **B. Administration**

Subject to the matters set out below, the Charity and its property shall be administered and managed in accordance with this constitution.

### **C. Objects**

The Charity's objects are to promote charitable purposes for the benefit of the community in North Taunton and in particular the advancement of education, the promotion of health and the relief of poverty, sickness and distress.

### **D. Powers**

In furtherance of the objects, the North Taunton Partnership may exercise the following powers:

- (i) power to raise funds and invite and receive contributions to achieve our objects, this will be done within the law but not include any type of trading;
- (ii) power to buy, take on lease or in exchange any property necessary for the achievements of our objects and to equip the property leased to our requirements;
- (iii) power subject to any consents required by law, to sell, lease or dispose of all or any part of the property of the Charity;
- (iv) power subject to any consents required by law to borrow money and charge all or any part of the property of the Charity with repayment of the money so borrowed;
- (v) power to employ staff (who shall not be members of the Partnership) who would be covered by pension/superannuation rights. In the main our workers would be volunteers who give their services free but would be covered by a suitable insurance policy;
- (vi) power to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the objects or of similar charitable purposes and to exchange information and advice with them;
- (vii) power to establish or support any charitable trusts, associations or institutions formed for all or any of the objects;
- (viii) appoint sub-committees to undertake certain duties of the Partnership<sup>1</sup>;
- (ix) power to do all such other lawful things as are necessary for the achievement of the objects.

### **E. Membership**

- (i) The membership is made up of partner organisations. A full list can be found in the Annual Report

Each partner organisation can send a nominee for election onto the Partnership;

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<sup>1</sup> See Appendix 1

- (ii) The members can be added to, or deleted by public agreement at an Extraordinary Meeting or at our Annual General Meeting. This would include any body corporate or unincorporated association which is interested in furthering the work of the Charity;
- (iii) Every member shall have one vote and be over 18 years of age;
- (iv) Each member organisation shall appoint an individual to represent it and to vote on its behalf at meetings of the Charity, and may appoint an alternate to replace its appointed representative at any meeting of the Charity if the appointed representative is unable to attend;
- (v) Each member organisation shall notify the name of the representative appointed by it and of any alternate to the secretary. If the representative or alternate resigns from or otherwise leaves the member organisation, he or she shall forthwith cease to be the representative of the member organisation.
- (vi) The Partnership may unanimously and for good reason terminate the membership of any individual or member organisation: provided that the individual concerned or the appointed representative of the member organisation concerned (as the case may be) shall have the right to be heard by the Partnership, accompanied by a friend, before a final decision is made.

#### **F. Honorary Officers**

These are appointed at the Annual General Meeting and consist of a Chair, Vice Chair, Secretary and Treasurer.

#### **G. Executive Working and Membership**

The Executive will be elected from the officers and members of the partnership at the Annual General meeting. It will consist of the officers and 6 others. The Executive Committee may co-opt up to 2 people to represent the local community. (Neither of these will have voting rights). The quorum for the Executive is four (4).

The Executive will keep minutes that will be examined by the Full Partnership meeting. Any amendments then made by the Partnership will be brought back to the next Executive, when amended minutes will be signed. Ongoing accounts and the budget will be scrutinised by the Executive each time it meets.

#### **H. Application of Income and Property**

- (i) The income and property of the charity shall be applied solely towards the promotion of the objects.
- (a) A charity trustee is entitled to be reimbursed from the property of the charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the charity.
- (b) A charity trustee may benefit from trustee indemnity insurance cover purchased at the charity's expense in accordance with, and subject to the conditions in, section 189 of the Charity Act 2011.
- (2) None of the income or property of the charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the charity, this does not prevent a member who is not also a trustee from receiving:
  - (a) a benefit from the charity in the capacity of a beneficiary of the charity.
  - (b) reasonable and proper remuneration for any goods or services supplied to the charity.

## **I Benefit and payment to charity trustees and connected persons**

### **(1) General provisions**

No charity trustee or connected person may:

- (a) Buy or receive any goods or services from the charity on terms preferential to those applicable to members of the public.
- (b) Sell goods, services or interest in land to the charity.
- (c) Be employed by, or receive any remuneration from, the charity.
- (d) Receive any other financial benefit from the charity.

Unless the payment is permitted by sub-clause (2) of this clause, or authorised by the court or the Charity Commission (the Commission). In this clause, a 'financial benefit' means a benefit, direct or indirect, which is either money or has a monetary value.

### **(2) Scope and powers permitting trustees' or connected persons' benefits**

- (a) A charity trustee or connected person may receive a benefit from the charity in the capacity of a beneficiary of the charity provided that a majority of the trustees do not benefit in this way.
- (b) A charity trustee or connected person may enter into a contract for the supply of services or goods that are supplied in connection with the provision of services to the charity where that is permitted in accordance with, and subject to, section 185 of the Charities Act 2011.
- (c) Subject to sub-clause (3) of this clause a charity trustee or connected person may provide the charity with goods that are not supplied in connection with services provided to the charity by the charity trustee or connected person.
- (d) A charity trustee or connected person may receive interest on money lent to the charity at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- (e) A charity trustee or connected person may receive rent for premises let by the trustee or connected person to the charity. The amount of the rent and the other terms of the lease must be reasonable and proper. The charity trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- (f) A charity trustee or connected person may take part in the normal trading and fundraising activities of the charity on the same terms as other members of the public.

### **(3) Payment for supply of goods only – controls**

The charity and its charity trustees may only rely upon the authority provided by sub-clause 2(c) of this clause if each of the following conditions is satisfied.

- (a) The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the charity and the charity trustee or connected person supplying the goods ('the supplier') under which the supplier is to supply the goods in question to or on behalf of the charity.
- (b) The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
- (c) The other charity trustees are satisfied that it is in the best interests of the charity to contract with the supplier rather than someone else who is not a charity trustee or connected person. In reaching that decision the charity trustees must balance the advantage of contracting with a charity trustee or connected person against the disadvantages of doing so.

- (d) The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the charity.
- (e) The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of charity trustees is present at the meeting.
- (f) The reason for their decision is recorded by the charity trustees in their minute book.
- (g) A majority of the charity trustees then in office are not in receipt of remuneration or payments authorised by clause I.

**(4) In sub –clause (2) and (3) of this clause:**

- (a) the charity' includes any company in which the charity:
  - (i) holds more than 50% of the shares; or
  - (ii) controls more than 50% of the voting rights attached to the shares; or
  - (iii) has the right to appoint one or more trustees to the board of the company.

**J. Receipts and Expenditure**

- (i) The funds of the Charity, including all donations, contributions and bequests, shall be paid into an account operated by the Partnership in the name of the Charity at such bank as the Partnership shall from time to time decide. All cheques drawn on the account must be signed by at least two members of the Partnership.
- (ii) The funds belonging to the Charity shall be applied only in furthering the objects.

**K. Property**

- (i) Subject to the provision of sub-clause (ii) of this clause, the Partnership shall cause the title to:
  - (a) all land held by or in trust for the Charity which is not vested in the Official Custodian for Charities; and
  - (b) all investments held by or on behalf of the Charity; to be vested either in a corporation entitled to act as custodian trustees or in not less than three individuals appointed by them as holding trustees. Holding trustees may be removed by the Partnership at their pleasure and shall act in accordance with the lawful directions of the Partnership. Provided they act only in accordance with the lawful directions of the Partnership the hold trustees shall not be liable for the acts and defaults of its members.
- (ii) If a corporation entitled to act as custodian trustees has not been appointed to hold the property of the Charity, the Partnership may permit any investments held by or in trust for the Charity to be held in the name of a clearing bank, trust corporation or any stockbroking company which is a member of the International Stock Exchange (or any subsidiary of any such stockbroking company) as nominee for the Partnership, and may pay such a nominee reasonable and proper remuneration for acting as such.

**L. Accounts**

The Partnership shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification to that Act) with regard to:

- (a) the keeping of accounting records for the Charity;
- (b) the preparation of annual statements of accounts for the Charity
- (c) the auditing or independent examination of the statements of account of the Charity; and
- (d) the transmission of the statement of accounts of the Charity to the Charity Commission.

**M. Annual Report**

The Partnership shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and its transmission to the Charity Commission.

**N. Annual Return**

The Partnership shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual return and its transmission to the Charity Commission.

**O. Annual General Meeting**

- (i) There shall be an Annual General Meeting of the Charity which shall be held in the month of September in each year or as soon as practicable thereafter.
- (ii) Every Annual General Meeting shall be called by the Partnership. The secretary shall give at least 21 days notice of the Annual General Meeting to all members of the Charity. All the members of the Charity shall be entitled to attend and vote at the meeting.
- (iii) The Partnership shall present to each Annual General Meeting the report and accounts of the Charity for the preceding year.
- (iv) Nominations for the election of Honorary Officers of the Partnership must be made by the members of the Charity in writing and must be in the hands of the secretary of the Partnership at least 14 days before the Annual General Meeting. Should nominations exceed vacancies, election shall be by ballot.

**P. Special General Meeting**

The Partnership may call a Special General Meeting of the Charity at any time. If at least ten members request such a meeting in writing stating the business to be considered, the secretary shall call such a meeting. At least 21 days notice must be given. The notice must state the business to be discussed.

**Q. Procedure at General Meeting**

- (i) General Meetings are open to all Partnership members and will be held three (3) times a year or when required.
- (ii) The secretary or other person specially appointed by the Partnership shall keep a full record of the proceedings at every General Meeting of the Charity.
- (iii) There shall be a quorum of seven (7) members of the Partnership.
- (IV) Meetings may be conducted solely by one or more means of remote communication agreed by the Executive, through which all Partnership members may communicate with each other during the meeting provided the number of members is sufficient to constitute a quorum. Participation in a meeting by that means constitute presence in person at the meeting.

**R. Notices**

Any notice required to be served on any member of the Charity shall be in writing and shall be served by the secretary of the Partnership on any member either personally or by sending it through the post in a prepaid letter addressed to such member at his or her last known address in the United Kingdom, and any letter so sent shall be deemed to have been received within 10 days of posting.

**S. Alterations to the Constitution**

- (i) Subject to the following provisions of the clause the Constitution may be altered by a resolution passed by not less than two thirds of the members present and voting at a General Meeting. The notice of the General Meeting must include notice of the resolution, setting out the terms of the alteration proposed.
- (ii) No amendment may be made to clause A (the name of the Charity), clause C (the objects clause), clause D (Partnership members powers clause), clause T (the dissolution clause) or this clause S without prior consent in writing of the Commissioners.
- (iii) No amendment may be made which would have the effect of making the Charity cease to be a Charity at law.
- (iv) The Partnership should promptly send to the Commission a copy of any amendment made under this clause.

**T. Dissolution**

The North Taunton Partnership may only be dissolved either at an Annual General Meeting or an Extraordinary Meeting of the Partnership called for that purpose. Dissolution may only take place by the agreement of two thirds of those present and voting. Any outstanding assets of the Partnership shall be applied, at the direction of the Partnership, for the furtherance of its objectives, or transferred to such other charitable institution or institutions having objects similar to the objects of this Charity, as our membership may determine or failing that shall be applied for some other charitable purpose. A copy of the statement of accounts, or account and statement, for the final accounting period of the Charity must be sent to the Commissioners. If the Partnership decides it will be necessary or advisable to dissolve the Charity, 21 days written notice must be give to all the Partners.

**This amended constitution was agreed on 7<sup>th</sup> September 2020 at the AGM. This fact is confirmed by the Partners who were present and who sign to that effect hereunder:**

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**Reviewed July 2020  
To be reviewed July 2021**