

St David's Neighbourhood Partnership (formerly St David's Residents and Businesses Association)

Constitution

1. **NAME.** The name of the Partnership shall be the St David's Neighbourhood Partnership
2. **AIMS.** The aims of the Partnership shall be:
 - To encourage co-operation among residents and businesses
 - To maintain the present residential character of the area
 - To enhance the community services, facilities and environment of the area
 - To improve security for residents and businesses
 - To improve and support the quality of life particularly for disadvantaged members of the St David's community
 - To co-operate with other Residents groups and agencies whose policies and actions impact on the geographic and theme areas of the Partnership's interest

The Partnership may affiliate to other organisations with similar aims.

3. **EQUALITY:** The Partnership adopts in full paragraph 3 of the Devon Strategic Partnership's Commitment To Social Inclusion Document as of January 2003. This statement shall form Appendix A to the Constitution.
4. **MEMBERSHIP.** Membership shall be open to all residents over 18 years of age living in all the dwellings of: Lower North St, Exe St, Bell Court, Bridge Court, Napier Terrace, St David's Hill, Dinham Road, Dinham Crescent, Mount Dinham, St David's Terrace, Haldon Road, Silver Terrace, Little Silver, Russell Terrace, Bystock Terrace, Queen's Terrace, Richmond Road, Jubilee Court, Platform 101, Bonhay Road, and Hele Road from St David's Hill to Great Western roundabout, businesses operating from those areas and any other person who accepts the aims of the Partnership and is accepted by the General Committee.
5. **GENERAL COMMITTEE.** The running of the Partnership shall be the responsibility of the General committee, which shall consist of a Chairperson, a Secretary, a Treasurer, five representatives of residents and a representative of businesses operating from the area, all elected at the Annual General Meeting. Representatives elected to the General Committee shall stand for twelve months and be eligible for re-election. The General Committee shall be responsible to the Annual General Meeting and shall have power to co-opt. The General Committee will meet at least once a year and shall require the attendance of four of its members to form a quorum.
6. **SUBCOMMITTEES/WORKING PARTIES.** Sub committees and working parties may be formed where necessary from amongst the members of the Partnership, by the General Committee which shall determine their powers, purpose and terms of reference.
7. **ANNUAL GENERAL MEETING.** The Annual General Meeting shall normally be held between January and March and its purpose shall be to receive the report of the General Committee, the statement of accounts, to elect the officers and the General Committee, to discuss the agenda items of the meeting – voting where necessary and

to amend the Constitution in accordance with clause 11. Meetings shall be called with 14 days notice in writing to every house in the area.

8. **SPECIAL GENERAL MEETING.** The General Committee may call a Special General Meeting whenever such a meeting is considered desirable, and shall call such a meeting within twenty one days of a written request to do so, signed by at least 10 households and giving their reasons for calling the meeting.

9. RULES OF PROCEDURE.

- (a) Voting: Subject to the provisions of clause 11, all questions arising at any meeting shall be decided by a simple majority of voting members of the Partnership present. No household or business 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 for committees/working parties: One half of members appointed shall form a quorum at meetings of the committees and working parties.
- (c) Minutes: Minutes shall be kept by the Partnership, the General Committee and all other committees and working parties. The appropriate Secretary to the Committee or working party shall enter into the Minutes a record of all proceedings and resolutions. Such minutes that are taken shall be made available to any member upon a written request to the Secretary within 21 days or as soon as reasonably practicable thereafter.

10. FINANCE:

- (a) The Annual General Meeting shall determine the annual subscription per household.
- (b) 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.
- (c) The Treasurer shall keep a proper record of the finances of the Partnership and shall open a bank or building society account in the name of the Partnership.
- (d) The financial accounts shall be scrutinised and audited, at the level appropriate, once a year by appointed auditors.

11. **DISSOLUTION.** If the General Committee, by a simple majority, decides at any time that on the grounds of expense or otherwise it is necessary or advisable to dissolve the Partnership, it shall call a meeting of all members of the Partnership who have power to vote, of which meeting not less than 21 days notice stating the terms of the resolution to be proposed shall be posted in a conspicuous place in the area, and given in writing to any organisation with which the Partnership is affiliated. If such a resolution be confirmed by a simple majority of the present and voting at such meeting, The general Committee shall have power to dispose of any assets held by or in the names of the Partnership. Any assets remaining after the satisfaction of any proper debts and liabilities shall be applied towards charitable purposes as the General Committee may decide and as may be approved by the Charity Commissioners for England and Wales.

12. **ALTERATIONS TO THE CONSTITUTION.** Any proposal to alter this constitution must be delivered in writing to the Secretary of the Partnership not less than 28 days before the date of the meeting at which it is first to be considered. An alteration will require the approval of two thirds of those present and voting at a General Meeting. No amendment shall be made which would cause the Partnership to cease to be a charity at law.

13. RESIGNATION AND TERMINATION OF MEMBERSHIP

- (a) Any member who wishes to resign from the Partnership shall do so by informing the Secretary of their wishes in writing. The resignation shall be with immediate effect

from when it is received by the Secretary. The Secretary shall then make that resignation known to the General Committee within a reasonable time.

- (b) The Partnership may terminate the membership of a member with immediate effect or issue such warnings as it sees fit in the event of him or her committing a breach of civil obligations or a criminal activity or a proven undertaking of unconstitutional actions (including acting against the stated aims of the Partnership) by any member. The breach of civil obligation or criminal activity must be material to the business of the Partnership to effect this clause. For the avoidance of doubt, the burden of proof lies with the Partnership and the level of proof shall be "on the balance of probabilities". Any termination of membership or administration of a warning shall require a two-thirds majority of the members present at a General Meeting, the Annual General Meeting or a Special General Meeting. The decision of the meeting is final and shall be confirmed in writing by the Chairperson to the member involved. Should the proposal of termination of membership or the administration of a warning to a member (henceforth 'the proposal') take place more than 28 days before a scheduled meeting then a Special General Meeting shall be called to consider the matter. The proposal shall be made by a member of the Partnership and shall be endorsed by at least three other members. The proposal shall be made to the Secretary at least 14 days before any scheduled meeting. The Secretary shall then inform in writing the member against whom the proposal is made as soon as is reasonably practicable but in any event not less than seven days before the meeting which is to consider the matter. The member who is facing either a warning or termination of their membership shall be entitled to make representations to the Meeting.

Approved
Office.....date.....

Adopted at Partnership meeting 13 March 2003

Constitution name change to St David's Neighbourhood Partnership from St David's Residents and Businesses Partnership was adopted at an AGM on 27 January 2007

APPENDIX A

Devon Strategic Partnership

Commitment to Social Inclusion

The Devon Strategic Partnership actively promotes equality under the law without any discrimination based on: ethnic, racial or national background or origins; skin colour; nomadic lifestyle; gender or gender status; age; mental or physical disability or difference; sexual orientation or behaviour; partnership or family status; financial or employment status; political, personal or religious beliefs or opinions (so long as those beliefs or opinions are not in themselves incompatible with the rest of this paragraph); or any other unfair basis of discrimination.