

Selsey Business Partnership

Constitution

4th September 2013

1 Function of Selsey Business Partnership

1.1 The aims of Selsey Business Partnership are:

- To act for the benefit of the business community in Selsey
- To promote businesses within Selsey in order to advance their interests
- To act as a 'voice' on behalf of the business community
- To represent the interests of the businesses to statutory organisations
- To maintain an up-to-date database of all businesses in Selsey
- To identify the local needs and issues relating to the business community
- To arrange networking events for the businesses in Selsey
- To promote the branding of Selsey in order to encourage more visitors and businesses into Selsey
- To identify ways to encourage inter trading
- To promote collective services such as training 4

2 Membership

2.1 Membership of Selsey Business Partnership is open to all businesses in the Selsey area and others who in the opinion of the Steering group represent or contribute to the commercial interests of the area. Prospective members may attend two networking meetings for free before deciding whether to join but will not have access to the benefits of membership outlined below.

2.2 Application for membership must be made on a form provided by the Steering group, signed by a representative of the business and accompanied by any subscription fee introduced and set by majority vote at an Annual General Meeting. The Steering group has the power to refuse a candidate or determine the membership of any Member without giving a reason.

2.3 Subscription fees will be agreed at the AGM and are due at the full annual rate if a member business joins before 1st October in any year or at half the annual rate after that. The membership year runs from 6th April to 5th April.

2.4 Benefits of membership may include but not be limited to:

- Inclusion on the SBP website
- Promotion of members' businesses by other members
- Discounted provision of goods or services from other members
- Bulk buying of business to business goods
- Joint advertising with other members
- Joint bidding for support finance

2.5 The Steering group may offer Associate or Advisory Membership of the Partnership to persons distinguished in public life, commerce or finance who shall not be required to sign the application form or to pay any subscription. Such Members shall have no right to vote at any meeting.

2.6 A member shall cease to be a member if they:

- write to the Chairman at the postal address provided on the website or send an email to info@selseybusinesspartnership.co.uk to withdraw their membership,
 - cease trading as a business, go into bankruptcy, receivership or administration
 - fail to pay their subscription within three months of it being due,•
 - are expelled by a majority vote of the Steering group (see below).
 - No refund of any subscriptions will be paid.
- 2.7 A member may be expelled by majority vote of the Steering group at a meeting provided that a written complaint of conduct detrimental to the interests of the Partnership or any other cause which the Steering group may consider to be just and sufficient reason has been sent to the member by order of the Partnership not less than one calendar month before the meeting.
- 2.8 Such complaint shall contain particulars of the conduct complained of and shall call upon the member to attend the meeting and answer the complaint. At such meeting, the members shall consider evidence in support of such complaint and such evidence as the member may wish to put before them. If on due notice having been served on her or him, the member fails to attend the meeting without due cause the meeting may proceed in their absence.
- 2.9 No person who has been expelled from membership shall be readmitted except by majority vote of the Steering group at any meeting of which notice has been given. 5

3 Management

- 3.1 The affairs of Selsey Business Partnership shall be administered by a Steering group comprising a:
- Chairman, whose function is to ensure the Partnership's business is conducted in an orderly manner and in accordance with the Constitution,
 - Treasurer, whose function is to be responsible for the proper management of the Partnership's financial affairs. A statement of the Partnership's financial position will be presented at each meeting of the steering group and final accounts presented at each Annual General Meeting.
 - Secretary, whose function is to accurately record and keep the minutes of each meeting and carry on any other such duties as may arise from time to time,
 - between a minimum of one and a maximum of nine other members, drawn from the membership.
- 3.2 Steering group members shall be elected at the Annual General Meeting by show of hands or by ballot if demanded by a majority of Partnership members present and shall serve for a term of two years. However, during the first two year term commencing January 2009, half the steering group, as decided by the steering group, shall be given the opportunity to stand down or be re-elected after twelve months for a new two year term to ensure some continuity on the steering group over the long term.

Any member can be proposed for election or re-election onto the Steering group with the nomination of two members to whom the candidate is personally known. Nominations with the consent in writing of the candidate must reach the Chairman at least twenty one days before an Annual General Meeting. The Steering group can refuse to accept the nomination of a candidate without giving a reason

If insufficient nominations for the steering group are made in advance of the AGM, the chairman may seek additional nominations from among those present at the AGM, who should also be nominated by two other members present at the AGM.

(Amended July 2011)

- 3.3 Steering group members retire at the end of the following Annual General Meeting unless re-elected.
- 3.4 A Steering group member can resign from the Steering group during the year by giving the Chairman formal notice in writing. The resignation takes effect upon acceptance by the other members of the Steering group.
- 3.5 Steering group members will immediately step down if adjudged bankrupt or entered into a deed of arrangement with, or compound with, creditors.
- 3.6 The Steering group shall have the power to co-opt members or fill any vacancies that may arise during the year for that year only.
- 3.7 The Steering group shall have power to appoint sub committee and working groups as it deems necessary.
- 3.8 The Steering group decides when meetings are held but shall meet a minimum of once a quarter.
- 3.9 Extraordinary meetings of the Steering group can be held at any time if any Steering group Member makes a written request to the Chairman. All members of the Steering group are then given at least seven days notice including details of the business to be transacted. Each Steering group member has one vote and all questions shall be decided by a majority of the Steering group members present and voting.
- 3.10 A quorum at each meeting will consist of three steering group members.
- 3.11 The Chairman shall at all times have the casting vote in the event of a tied vote. 6

4 Annual General Meetings

- 4.1 The inaugural Annual General Meeting (AGM) was held on 7th January 2009 and thereafter will be held as soon as convenient after the last day in the Partnership's financial year. Members are to be given fourteen days' notice of the place, date and time and agenda of the AGM.
- 4.2 A record of attendance shall be kept by the Secretary.
- 4.3 Members attending the AGM are to receive the Partnership's Chairman's report of proceedings since the previous year's AGM.

- 4.4 The minutes of the last AGM are presented by the Secretary for approval. Minutes of the current AGM are to be recorded and submitted for approval by the Secretary at the following AGM.
- 4.5 The financial statement of the Partnership is presented by the Treasurer.
- 4.6 The Chairman conducts the election of Steering group members for the following year.
- 4.7 The Chairman conducts the presentation of resolutions (if any) and allows the proposer(s) to give an outline of the resolution before a vote is taken.
- 4.8 At the end of the AGM the Steering group members retire and the newly elected (or re-elected) Steering group members take up their posts.

5 5. Extraordinary General Meetings

- 5.1 Extraordinary General Meetings (EGM) may be convened by the Steering group within twenty eight days of the written request of not less than two thirds of the members, excluding members of less than three months standing. The request must clearly state the business to be transacted at the EGM. Members are then to be given fourteen days notice of the place, date and time and agenda of the EGM.
- 5.2 The EGM is conducted by the Chairman but if unable to attend by any other member of the Steering group nominated by the Chairman.
- 5.3 All voting shall be by show of hands or by ballot if demanded by a majority of Partnership members present. The chairman may exercise a casting vote.

6 Finances

- 6.1 All money shall be held in a bank account determined by the Steering group.
- 6.2 Any and all expenditure must adhere to the Procurement Procedure.
- 6.3 All cheques must be signed by at least two authorised members of the Steering group.
- 6.4 The Partnership's financial year shall run concurrent with the tax year i.e. 6th April to 5th April with the exception of the first period which shall run from the date of the inaugural Annual General Meeting in January 2009 to 5th April 2010.
- 6.5 The Partnership's finances will be recorded by the Treasurer who shall present a financial statement at each Steering group meeting and the final accounts at each Annual General Meeting.
- 6.6 Distribution of any surplus:
 - No portion of any income or surplus of the Partnership shall be paid or transferred either directly or indirectly by way of profit to members of the Partnership. 7
 - Any surplus made shall be applied in furthering all or any of the aims of the Partnership in proportions and manner as decided by the Steering group.
 - Any surpluses not so applied shall be carried forward.

7 The Constitution

- 7.1 The Constitution cannot be altered except by Resolution passed at a General Meeting of the Partnership by two thirds of the members present and voting. Proxy votes can be accepted up to forty-eight hours prior to the start of the meeting. Proposed alterations must be made in writing to the Chairman at least twenty one days before a General Meeting so that details can be stated in the notices provided to all members at least fourteen days before the meeting. The resolution must be clearly stated and provided with the names of proposer(s) and seconder(s).
- 7.2 If any doubt arises as to the interpretation of the Constitution, the matter will be resolved by majority vote of the Steering group whose decision shall be final. Any resultant need for amendment to the Constitution shall be put forward as a resolution at the next General Meeting.
- 7.3 The Steering group, by majority vote, shall have the power to decide any matter not specifically provided for by the Constitution. Again, any resultant need for amendment to the Constitution shall be put forward as a resolution at the next General Meeting.
- 7.4 A Procedures Document governs specific matters outside of those covered by this Constitution. Agreement and amendment of those Procedures will be provided for by majority vote at any Steering group meeting.

8 Dissolution

- 8.1 The Partnership can be dissolved by the votes of a majority of two thirds of the members present at a General Meeting, provided that one month's notice of any such proposal is given to all the members of the Partnership.
- 8.2 If, upon the winding up or dissolution of the Partnership, there remains funds after the satisfaction of all its debts and liabilities, they shall not be paid or distributed among the members of the Partnership but shall be given or transferred to a charity or organisation of similar aims as the Steering group should decide at its sole discretion.

9 Postal Address

- 9.1 The postal address of the Partnership shall be until further notice as stated on the website.