

**CONSTITUTION of
CHELTENHAM CONNECT**
An Unincorporated Not-For-Profit Association

1. NAME

The name of the Association (hereinafter called “CC”) shall be "Cheltenham Connect”.

2. AREA

The initial area covered by CC shall be that known as ‘South Cheltenham’ i.e. the residential and trading areas including the Bath Road (south end), Tivoli, The Park, The Suffolks and Leckhampton.

3. AIMS

The Aims of CC shall be:

- (a) To find ways of re-personalising the local South Cheltenham community so that people can really get to know and support each other.
- (b) To support and help protect the local South Cheltenham traders (Bath Road, Tivoli and The Suffolks)
- (c) To identify, support, promote and collaborate with existing community initiatives within the area.
- (d) To build the community’s resilience, that is, its ability to withstand shocks from the outside, through being more self-reliant in areas such as food, energy, health care, jobs and economics.
- (e) To raise awareness of the issues associated with the twin challenges of Peak Oil and Climate Change and the consequent need to develop a low carbon, sustainable future through ethical, social, cultural, economic, environmental and community action.

4. OBJECTIVES

The objectives for which CC is established are:

- (a) To strengthen, connect and inspire the local community of South Cheltenham
- (b) To ensure that South Cheltenham initiatives are well promoted and supported
- (c) To promote ethical and sustainable living within South Cheltenham
- (d) To develop a successful community initiative that can be easily replicated by others.

5. POWERS

In furtherance of these aims and objects, CC may:

- (a) Publish and distribute information
- (b) Engage in, support and promote education and research
- (c) Raise funds

- (d) Run events
- (e) Recruit volunteers
- (f) Employ staff
- (g) Buy or lease premises and equipment
- (h) Enter into contracts
- (i) Undertake any trade, business, enterprise, project or venture which could contribute to the delivery of the aims and objectives.
- (j) Participate in any other activity that could help deliver the stated aims and objectives.

6. MEMBERSHIP

- (a) The members shall be subscribers to this constitution and individuals and organizations admitted without reference to wealth, politics, religion, sex, disability, age or sexual preference, who live, work or operate in the area described in rule two and who are in agreement with the stated aims and objectives.
- (b) A member shall cease to be a member if she/he:
 - (i) resigns
 - (ii) is requested to resign by three-quarters of the total membership voting to this effect
 - (iii) dies.
- (c) Any members expelled shall have the opportunity to defend themselves at an Extraordinary General Meeting where they shall have the fullest opportunity to answer any allegations made against them.

7. NOT FOR PROFIT

CC shall not trade for profit. Any surplus shall be applied as follows in such proportion and in such manner as the general meeting shall decide from time to time

- (a) to a general reserve for the continuation and development of CC
- (b) to payment in good faith to any member in return for services rendered, of reasonable wages, bonuses and repayments of expenses, interest on money borrowed, or reasonable rent on premises demised or let to CC. Such services to be agreed in advance and then payment to be ratified by the Steering Group and made public to the full membership.

8. GENERAL MEETINGS

The running of CC is subject to regular review and all members are encouraged to participate.

- (a) CC shall in each calendar year hold a General Meeting as its Annual General Meeting and shall specify the meeting as such in the notices calling it, providing that every Annual General Meeting shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting. The first Annual General Meeting shall be held within fifteen months of formation.

(b) An Annual General Meeting must be called by at least twenty-one days' notice, unless three-quarters of all the members entitled to attend and vote decide on shorter notice. This shorter notice must still be given to all members.

(c) Notice of General Meetings shall be given of at least fourteen days. This notice will either be sent (by post or electronically) to all members, or shall be displayed at a location (real or virtual) agreed in advance by general meeting.

(d) The Annual General Meeting must consider accounts, balance sheets, the reports of the accountants/book-keepers, and, if required, the appointment and remuneration of accountants/book-keepers.

9. PROCEEDINGS AT GENERAL MEETINGS

a) Each member whether an individual or an organisation shall have one vote. Non-members are welcome to attend, but may not vote.

b) No business shall be transacted at a general meeting unless a quorum of members is present. Unless and until otherwise decided by a general meeting, five members shall be a quorum.

c) If such a quorum is not present within half an hour of the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place, or such time and place as all members present agree to, and all members shall be given such notice as is practicable of the time, date and place of such an adjourned meeting.

d) The chairperson or nominated facilitator may with the consent of any meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

e) When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give such notice.

f) All decisions at general meeting, other than the appointment of officers, shall be made by consensus following the fullest discussion in which all members are entitled to speak freely. By consensus is meant a situation where those not in agreement agree not to maintain an objection. In the event of consensus not being reached the matter shall be adjourned to the next meeting when another attempt at consensus will be tried.

g) The facilitator at any meeting shall not have a second or casting vote and the resolution shall be deemed to be lost if there is an equality of votes.

10. ELECTED OFFICERS AND COMMITTEES

CHELTENHAM CONNECT CONSTITUTION – APRIL 2009

- a) The founding meeting, and each subsequent Annual General Meeting, shall nominate and agree the appointment of a chairperson, treasurer and a secretary.
- b) Each general meeting may appoint roles to members to perform duties and may delegate powers as necessary.
- c) If general meeting chooses it may appoint a committee (or committees, sub committees, sub groups, working groups and research groups) to operate within parameters set by general meeting and with powers delegated from general meeting.
- d) Committees may appoint roles to members and/or form sub committees, sub groups, working groups and research groups to perform duties and may delegate powers as necessary.
- e) If the day-to-day management of CC is delegated to a management committee then the management committee will be known as the "Steering Group."
- f) The Steering Group will report its past activities to the quarterly general meeting. It will also prepare plans for the forthcoming quarter to be approved by the quarterly general meeting.
- g) The Steering Group will be composed of all officers elected by general meeting together with all members elected by general meeting to serve as the Steering Group.
- h) The treasurer shall be responsible for keeping a true record of accounts as stated in rule 12a.

The secretary shall be responsible for:

- (a) giving proper notice of all general meetings.
- (b) receiving items for inclusion on the agenda of general meetings up to three days before said meeting.
- (c) keeping proper records as stated in rules 11(a) and (b).

11. RECORDS

- a) CC shall keep a register of members stating when members were admitted and when they relinquished membership and any members appointed to roles or committee memberships held.
- b) CC shall keep minutes books in which the dates, times and places of general meetings, along with decisions reached during those meetings and members present at those meetings are noted for all members to refer to.

12. ACCOUNTS

- a) The funds of the organisation shall be paid in to an account operated by the Steering Group, in the name of the organisation. There shall be 2 signatures on any of the organisation's cheques, those being two of the three elected officers. The funds of the organisation may only be used to achieve the aims of the organisation.
- b) CC shall keep a record of the sum and nature of expenditure and receipts of monies. All sales and purchases of goods and all its assets and liabilities.
- c) CC can borrow but the lenders shall not gain control or votes in any way.

d) The records, including accounts, shall be kept in a place decided by the general meeting,

e) and shall always be open to the inspection of all members at reasonable hours and by other persons authorised by CC in general meeting.

13 INDEMNITY

Every Member or auditor or officer of CC shall be indemnified out of the assets of CC against all losses or liabilities incurred by him/her in or about the execution and discharge of the duties of his/her office, except to the extent that such losses or liabilities shall be attributed to either:

(a) fraud or other matters in respect of which such person concerned shall be convicted of a criminal offence; or

(b) negligence; or

(c) actions knowingly beyond the scope of a specific authority or limit thereon on the part of such person.

14. SECONDARY RULES, BYLAWS AND STANDING ORDERS

Rules, bylaws and standing orders can be made by CC in general meeting and/or by those officers or committees that have been delegated authority by general meeting so long as any rules, bylaws and standing orders do not conflict with this constitution or the will of the general meeting.

15. CHANGING RULES

Any part of this constitution can be dropped or changed or a new rule made at a General Meeting where all members have been given 21 clear days prior notice of the change proposed and the date, time and location of the general meeting. Except Rules 7, 15 and 16 which shall not be changed.

A General Meeting that will consider a new or changed rule cannot be called with less than 21 days notice as described in rule ten but must be called with the full twenty one days notice.

16. DISSOLUTION

40. In the event of winding up or dissolution of CC, after the satisfaction of all its debts and liabilities, the assets remaining shall be given or transferred to some other not for profit organisation chosen by the members at a general meeting and having objects similar to the objects of CC.

WE THE UNDERSIGNED SUBSCRIBE TO THIS CONSTITUTION DATED: