



# Windmill Hill

# Big Local Partnership

# Constitution

## 1. Background

The purpose of this document is to provide the governance arrangements to underpin the Windmill Hill Big Local Partnership, established in 2014 to support the delivery of the Big Local programme and facilitate the investment of the associated £1 million Lottery funds.

## 2. Name

The group will be called the Windmill Hill Big Local Partnership and will hereafter be referred to as the 'Partnership'.

## 3. Aims and Objectives

The role of the Partnership is to help guide the overall direction of Big Local in Windmill Hill, ensuring Big Local makes a lasting positive difference to the community by meeting four key outcomes:

- (i) The community will be better able to identify local needs and take action in response to them
- (ii) People will have increased skills and confidence so that they can continue to identify and respond to local needs in the future.
- (iii) The community will make a difference to the needs it prioritises
- (iv) People will feel their area is an even better place to live.

The Partnership operates in compliance with Local Trust's guidance on Big Local partnerships, which can be found on the Local Trust website, [here](#).

The Partnership supports no political party.

## 4. Membership and Positions of Responsibility

***The Partnership must be made up of at least nine (9) people, and the majority of members (at least 51%) must be residents in the neighbourhood***

Membership shall cease immediately upon a member leaving the area.

Membership of the partnership shall be open to any member of the community who expresses an interest to join, and who is able to demonstrate a commitment to the Big Local ethos and values and will commit to be bound by the Code of Conduct. Any applicant for membership who has acted in a manner, which, had they done so whilst a Partnership member, would have resulted in their removal from the partnership under the terms of the Code of Conduct, will not be eligible to join.

Ex-members of the Partnership who have been removed for breaching the Code of Conduct will not be eligible to re-join for a period of two years.

Potential new members will inform the Chair that they wish to join. This could be at any time. Prospective partnership members will be given an Expression of Interest pack consisting of an Expression of Interest form and a Conflicts of Interest form to complete and return, a copy of the Code of Conduct, and a copy of the Constitution.

The Chair will present the request and completed Expression of Interest form to the partnership who will discuss and decide if they wish to invite the potential new member to attend three (3) partnership meetings in a non-voting capacity. After having attended three (3) meetings, if the prospective member still wishes to join they will meet with the Chair and the Locally Trusted Organisation to sign the Code of Conduct and agree to help deliver the current Big Local Plan. At this stage they may become a full voting member.

A regular membership review should be undertaken to ensure the partnership remains vibrant and attractive to new members. The partnership will review membership each year at the Open Meeting and actively recruit new members if necessary.

Members must reflect the range and diversity of people who live in the area in relation to age, ethnicity, gender, faith, disability, income levels, etc.

All members shall have voting rights. If more than one person is present from a member organisation they will have only one vote between them.

The quorum required for business to be agreed is five (5). Where there are insufficient members attending a meeting for it to be quorate voting may take place by email with the agreement of all members present, however this will be dependent on the nature of the issue being debated.

The partnership will have the power to co-opt members with specific skills and knowledge useful to the partnership. Co-opted members can take part in meetings but will have no voting rights.

The partnership will hold monthly meetings, with the exception of December. Members are expected to attend all meetings, but at least 50% of meetings must be attended per annum. The timing of meetings will be flexible in order to ensure maximum participation.

Any member missing three (3) consecutive meetings and failing to send apologies may, at the discretion of the Chair, be deemed to have resigned from the partnership. A member who has missed three (3) or more consecutive meetings must meet with the chair in order to receive a briefing on recent events and Partnership decisions before attending another meeting.

The positions of responsibility will be:

- Chair
- Vice Chair

The role of Treasurer and Secretary will be performed by the Locally Trusted Organisation, currently Groundwork Cheshire Lancashire & Merseyside.

The partnership also includes four key organisations with local knowledge and expertise, who provide support and advice. Each organisation has one (1) vote on the partnership.

- Halton Borough Council (HBC)
- Liverpool Housing Trust (LHT)
- Windmill Hill Children's Centre (WHCC)
- Norton Priory (NP)

Groundwork Cheshire Lancashire and Merseyside attend as the Locally Trusted Organisation in a facilitation role but do not hold a vote.

Positions of responsibility will be elected at the next Partnership meeting following the Open Meeting, by secret ballot. All members with positions of responsibility will need to resign these at the meeting following the Open Meeting but may put themselves forward for re-election. Any other member may also put themselves forward for election. The role of Chair is only eligible to residents who have been members of the partnership for at least twelve (12) months prior to being elected.

## **5. Finance**

The partnership will consider the needs of the area and, in consultation with other local agencies as required, develop a Big Local Delivery plan to contribute to meeting those needs. Once the plan has been endorsed by Local Trust, Local Trust will enter into a funding agreement with the Locally Trusted Organisation, Groundwork Cheshire Lancashire & Merseyside, to enable the funds required to deliver the plan to be transferred to the Locally Trusted Organisation. It will be the responsibility of the Locally Trusted Organisation to ensure grant funding is spent in accordance with the plan, and under the strategic direction of the Windmill Hill Big Local Partnership Board.

More detail regarding the role and responsibilities of a Locally Trusted Organisation can be found on the Local Trust website, [here](#).

## **6. Open Meeting**

The Open Meeting will be held every twelve to eighteen (12 - 18) months. Members of the public are welcome to attend.

The Open Meeting will receive a report on the previous year's work and achievements, and plans for future activity. A financial report will be provided by the Locally Trusted Organisation.

## **7. Declaration of Interest**

Everything the partnership does must be able to stand the test of scrutiny by the public charity regulators, community members, stakeholders and funders. The community and partners must have confidence in the integrity of the partnership, and of the Windmill Hill programme.

At every meeting, members will be required to declare any direct or indirect financial and other interest or loyalty they may have in any agenda item being discussed at that meeting, as soon as it arises. This includes avoiding actual conflicts of interest as well as the perception of conflicts of interest or any circumstance that might be viewed by others as such.

If an individual receives grant money from Big Local, either personally or as part of a group they should declare an interest as appropriate whenever that specific interest arises.

When an interest is declared, the Chair will decide how that is to be handled. This may involve the party with an interest being asked to leave the meeting for some or all of the time.

## **8. Confidentiality**

Partnership members may occasionally receive information which is not in the public domain, often relating to individuals, organisations or financial matters. It is the responsibility of each individual to ensure this information remains confidential to the meeting unless prior authorisation has been given by the Chair for this to be discussed elsewhere. Individuals must never use confidential information for the advantage or disadvantage of anyone known to them or to disadvantage or discredit the partnership.

A short confidentiality embargo may be imposed after any partnership meeting to ensure time to allow information to be distributed within the area to specific organisations or individuals. Where an issue is known to be potentially sensitive or likely to be confidential members will be made aware of the details of the embargo in advance.

## **9. The Big Local Code of Conduct**

All members of the partnership will be required to sign the Code of Conduct (attached as Appendix 1) to signify that they agree with its contents and commit to uphold and be bound by it.

Any breaches of the Code of Conduct should be raised with the Chair in the first instance and may be discussed at a partnership meeting. The partnership will determine the appropriate action to take, which could include removing a member from the partnership if the breach is deemed sufficiently serious.

The decision of the partnership in such an instance is final.

**10. Dissolution**

If the partnership or Local Trust decides that it is necessary or advisable to dissolve the Partnership, it shall call a general meeting of all members, of which not less than 21 days' notice shall be given.

In the event of the partnership being dissolved, further guidance will be sought from Local Trust on the options for the future.

**11. Declaration**

The Partnership hereby adopts and accepts this constitution as a current operating guide regulating the actions of members and/or the partnership.

SIGNED: ..... DATE: .....

Name .....

Partnership Chair

SIGNED: ..... DATE: .....

Name .....

Partnership Vice Chair