

# **ITEM NO: A03 APPENDIX 2**

## **Constitution of THORNHILL PLUS YOU Southampton New Deal for Communities partnership**

**Agreed by the board of Thornhill Plus You on  
[date]**

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Ref: DSA.31416.0002

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**CONSTITUTION FOR THORNHILL PLUS YOU**

**Introduction**

Thornhill Plus You is the New Deal for Communities Partnership for the Thornhill estate in Southampton. The NDC programme is a central government initiative which is part of the national strategy for neighbourhood renewal, coordinated by the Department for Communities and Local Government. The NDC programme is to be managed and delivered through local arrangements formed between the community in the local area, the local authority and other public sector organisations, and others from the voluntary and private sectors. This constitution sets out the internal structure for the Thornhill Plus You partnership, an unincorporated association. The administration and financial resourcing for the NDC programme is carried out by Southampton City Council (“SCC”) in its capacity as accountable body, and the Thornhill Plus You partnership links into the Directorate for Communities, Health and Care or such other Directorate as SCC may determine from time to time

**1 NAME**

The name of the partnership is Thornhill Plus You (“TPY”).

**2 OFFICE**

The main office of TPY is at the Eastpoint Centre, Burgoyne Road, Thornhill, Southampton, SO19 6PB.

**3 CORE AIMS**

The core aims of TPY are:-

3.1 the promotion for the public benefit of urban regeneration in areas of social and economic deprivation (and in particular the Area of Benefit) by all of or any of the following means:

3.1.1 the relief of poverty in such ways as may be thought fit;

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- 3.1.2 the relief of unemployment in such ways as may be thought fit, including assistance to find employment;
- 3.1.3 the advancement of education, training and retraining particularly among unemployed people, and providing unemployed people with work experience;
- 3.1.4 the provision of financial assistance, technical assistance, or business advice or consultancy in order to provide training and employment opportunities for unemployed people in cases of financial or other charitable need through help:
  - .1 in setting up their own business, or
  - .2 to existing businesses;
- 3.1.5 the creation of training, development and employment opportunities by the provision of workspace, buildings and/or land for use on favourable terms;
- 3.1.6 the provision of housing and associated services for those who are in conditions of need and the improvement of housing in the public sector or in charitable ownership;
- 3.1.7 the maintenance, improvement or provision of public amenities;
- 3.1.8 the preservation of buildings or sites of historic or architectural importance;
- 3.1.9 the provision or assistance in the provision of recreational facilities for the public at large and/or those who, by reasons of their youth, ethnicity, faith, age, infirmity or disablement, poverty or social and economic circumstances, have need of such facilities;
- 3.1.10 the improvement, protection or conservation of the environment;

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3.1.11 the provision of public health facilities and childcare, including the promotion of public health in the Area of Benefit;

3.1.12 the promotion of public safety and prevention of crime; and

3.2 to develop the capacity and skills of the members of the community in such a way that they are better able to identify, and help meet, their needs and to participate more fully in society.

### **Additionality**

3.3 All of the above core aims are to be exercised so that the work supported by TPY does not extend to relieving any local authorities or other bodies of a statutory duty in respect of any of the core aims.

### **3.4 Equal Opportunities**

In the furtherance of the core aims TPY shall at all times actively promote and take into consideration the principles of equality of opportunity, and shall seek to recognise, enable and promote the unique contribution that every individual can make to the community. TPY will seek to act in the interests of the whole community in the Area of Benefit and in particular to seek to ensure equality of outcomes with regards to ethnicity, faith, disability, sex, gender and age.

## **4 POWERS**

TPY may seek to meet its core aims by the following means:

4.1 acting as the strategic body for the NDC programme in Thornhill;

4.2 selecting, assessing and developing projects for inclusion in the Delivery Plan;

4.3 developing and approving the annual Delivery Plan by the end of the previous financial year;

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- 4.4 agreeing with the Council the arrangements and protocols for project appraisals and approvals;
- 4.5 receiving reports on project appraisals and to determining applications for funding by individual projects in accordance with the Delivery Plan and approved arrangements/protocols;
- 4.6 managing the election or appointment of Community Board Members in accordance with this constitution;
- 4.7 preparing and approving an annual report of the Board's activities and its contribution to the regeneration process in the city, for presentation to the Council and other relevant bodies;
- 4.8 acting as a Community Association for the area it serves (without in anyway questioning the legitimacy of any others that exist);
- 4.9 liaising with the Council and regularly reporting on any problems encountered and progress made towards achieving the programme's outputs, outcomes and other stipulated performance measures;
- 4.10 managing the process of fulfilling and securing the implementation of approved Delivery Plans;
- 4.11 receiving regular and adequate information and monitoring progress on performance of individual schemes and projects and to be responsible for making returns to Funders;
- 4.12 considering the staffing requirements for the NDC programme, deciding on staffing structures, and working with the Council on the recruitment, management and development of staff.

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**5 APPLICATION OF FUNDS**

**5.1 General**

The income and property of TPY must be applied solely towards promoting the core aims and (except to the extent authorised by this Clause 5) subject to Clause 5.2 no part may be paid or transferred directly or indirectly by salary, retainer, attendance allowance, dividend, bonus or profit to a Board Member.

**5.2 Benefits to Board Members**

For the avoidance of doubt nothing in Clause 5.1 is to prevent the following payments to Board Members:

**Rent**

- 5.2.1 payment of reasonable and proper rent for premises let to TPY by a Board Member;

**Supply of Goods or Services**

- 5.2.2 reasonable payments to a Board Member (or other person with the right to appoint Board Members) in return for goods and/or services supplied to TPY pursuant to a contract;

**Out of Pocket Expenses**

- 5.2.3 the payment of reasonable and proper out of pocket expenses to those Board Members who are engaged by TPY as volunteers in the work of TPY or in work which is directly funded (in whole or in part) by TPY and which are actually incurred by them in carrying out their work as volunteers;

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**Training and Events**

5.2.4 the provision of training, hospitality or the payment of fees to third parties in respect of conferences, networking or other events arising out of the role of Board Member; and

**Benefits to Board Members**

5.2.5 the grant of a benefit to a Board Member who is a Beneficiary in the furtherance of the core aims including, subject to such consents as the law requires, the disposal of a property (outright or by lease, licence or otherwise).

**6 MEMBERS**

6.1 The membership of TPY is to comprise up to:

6.1.1 twelve Community Board Members;

6.1.2 eight Partner Board Members; and

6.1.3 three Council Board Members.

6.2 A person may not be admitted as a Board Member:

6.2.1 unless he has signed a written application to become a Board Member in such form as the Board requires;

6.2.2 unless he is aged 18 or over; or

6.2.3 if he would immediately be removed under Clause 11.

6.3 The Board must ensure that when admitting Board Members it takes into account to the extent that the Board considers it practicable to do so:-

6.3.1 TPY's equal opportunities policy;

6.3.2 the need for Board Members to contribute to the skills mix and balance

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of the Board as a whole and in particular the need for the Board to include:-

6.3.2.1 people with skills in and experience and understanding of working in the public, private and voluntary sectors;

6.3.2.2 an appropriate mix of men and women; and

6.3.2.3 people who are from different groups in the community such as the black and/or ethnic minorities, the elderly and young people.

## **7 COMMUNITY BOARD MEMBERS**

7.1. There are to be up to twelve Community Board Members who at the date of their appointment must be a Resident.

7.2. A person may not be admitted as a Community Board Member:-

7.2.1 unless he is aged 18 or over;

7.2.2 unless he is a Resident;

7.2.3 if another person living in the same household is already a Community Board Member;

7.2.4 if he is in such a relationship with another Board Member that the Board considers that it is not in the interests of TPY for him to be admitted as a Community Board Member (because the objective of TPY is to ensure the widest possible representation amongst Community Board Members from across the Area of Benefit);

7.2.5 if he is an SCC Councillor, MP or MEP; or

7.2.6 if he would immediately cease to be a Board Member under this constitution.



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- 7.3. Selection procedures for Community Board Members are to be held:-
- 7.3.1 in 2009 for four Community Board Members to replace one third of the Community Board Members who cease to hold office and, if appropriate, to bring the total number of Community Board Members to twelve; and
  - 7.3.2 thereafter as the Board decide.
- 7.4. Community Board Members are to be selected as set out in this Clause and are to hold office for a term as near as possible to 6 years. A Community Board Member is eligible for re-selection.
- 7.5. The Board must use all reasonable endeavours to ensure that selection procedures for Community Board Members are held in sufficient time to allow Community Board Members to replace those who are retiring at the end of their period of office.
- 7.6. The Board shall decide when and how the selection procedures are to be held and must use reasonable endeavours to ensure that:-
- 7.6.1 every selection procedure is fair and is conducted properly in an open and transparent way; and
  - 7.6.2 as many as possible of the Residents who are on the Electoral Roll have the opportunity to seek to become Community Board Members.
- 7.7. Subject to Clause 11, a Community Board Member is to cease to be a Community Board Member:-
- 7.7.1 if he ceases to be a Resident unless the Board resolves (by a simple majority of the Board Members present and voting) that, for particular reasons, he should continue as a Community Board Member; or
  - 7.7.2 if he becomes a Councillor, MP or MEP; or

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7.7.3 if he is removed under clause 11;

7.7.4 in all other cases at the start of the first Board Meeting after the selection procedure at which he is replaced on the expiry of his term of office (unless he has been re-elected).

**Casual Vacancies**

7.8. Subject to Clause 6 where a casual vacancy occurs for a Community Board Member the Board, acting by a simple majority, may appoint a Resident as a replacement.

7.9. The individual appointed as a replacement under Clause 7.8 will continue as a Community Board Member only until the next selection procedure (whether or not it is the time at which the term of office of the person whose retirement or removal caused the vacancy would have come to an end). If it is not the time at which the term of office of the person whose retirement or removal caused the vacancy would have come to an end the person selected to fill the vacancy, subject to Clause 6, will continue as a Community Board Member for the remainder of the term of office of the Community Board Member whose retirement or removal caused the vacancy.

7.10. If, following a selection procedure which is held in accordance with this Clause 7, there are insufficient persons selected as Community Board Members then the Board shall use its reasonable endeavours to appoint a Resident as a Community Board Member to fill the vacancy. The appointed replacement will continue as a Community Board Member until the next selection procedure held in accordance with this Clause.

**8 PARTNER BOARD MEMBERS**

8.1. The Board may appoint up to 8 key stakeholder individuals to act as Partner Board Members. Subject to Clause 6, a Partner Board Member shall have a term of office as near as possible to 2 years from the date of his appointment but may be re-appointed.

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- 8.2. The Board may approach organizations active in the Area of Benefit to invite them to nominate individuals to become Partner Board Members. In particular, the Board shall invite the Council to nominate an appropriate senior officer to act as a Partner Board Member.
- 8.3. The Board may either:
- 8.3.1 before the date on which a person ceases to be a Partner Board Member extend the term throughout which he is to continue to be a Partner Board Member for a further period of 2 years; or
  - 8.3.2 after that date re-admit him as a Partner Board Member for a further period of 2 years; or
  - 8.3.3 subject to Clause 6, appoint an alternative suitable person as a Partner Board Member for a period of 2 years.
- 8.4. A Partner Board Member shall cease to hold office:-
- 8.4.1 if he becomes an SCC Councillor, MP or MEP;
  - 8.4.2 on the expiry of his period of membership under Clause 8.1 (unless he has been re-admitted by the Board); or
  - 8.4.3 if he ceases to be a Member or a Board Member under clause 11.
- 8.5. In the event that a vacancy for a Partner Board Member arises because an individual ceases to be a Partner Board Member the Board shall appoint a replacement in accordance with this Clause. The replacement shall remain a Partner Board Member until the end of the period of membership of the Partner Board Member whom he has replaced.

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**9 COUNCIL BOARD MEMBERS**

9.1. The Board must appoint two but may appoint up to three persons as Council Board Members. [In the first draft it was set at 3, is there any cogent reason to depart from this?]

**Council Nomination**

9.2. The Board shall seek nominations from the Council for three persons to be admitted by the Board as Council Board Members. SCC shall nominate such members or officers as it considers reasonable but acknowledges that the Board would wish the Council to nominate:

9.2.1 the cabinet member for regeneration;

9.2.2 a Local Councillor; and

9.2.3 a senior officer of the Council.

9.3. The Board shall consider any nominations received and subject to Clause 6 shall appoint the persons nominated by the Council under Clause 9.2 as Council Board Members.

9.4. In the event that a vacancy for a Council Board Member nominated by the Council arises because an individual ceases to hold office under Clause 9.7 or for any other reason the Board shall seek a nomination for and then appoint a replacement in accordance with this Clause. The replacement shall remain a Council Board Member until the end of the period of membership of the Council Board Member whom he has replaced.

9.5. The Council may nominate a person for appointment by the Board as a Council Board Member under Clause 9.2 by giving written notice of the nomination duly made by the Council or a committee, sub-committee or duly authorised officer of the Council, as appropriate, to:-

9.5.1 the Office;

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9.5.2 a Board Meeting; or

9.5.3 the Secretary in person.

**General Provisions on Council Board Members**

9.6. Each Council Board Member shall serve for a term as near as possible to one year.

9.7. A Council Board Member shall cease to hold office:-

9.7.1 when the period of office for which he has been appointed by the Board comes to an end (unless he is re-admitted by the Board);

9.7.2 if he ceases to be a Board Member or Board Member under clause 11;  
or

9.7.3 if at the date of his admission as a Council Board Member he is a Councillor and he ceases to be a Councillor.

**10 OBLIGATIONS OF BOARD MEMBERS**

10.1. The Board must set out the obligations of every Board Member to the Board and to TPY in writing. The statement of Board Members' obligations is not intended to be exhaustive and the Board must review and may amend it from time to time, including any agreed job or role description for Board Members.

10.2. The statement of the obligations of the Board Members to TPY must include:-

10.2.1 a commitment to its values and objectives (including equal opportunities);

10.2.2 an obligation to contribute to and share responsibility for the Board's decisions;

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10.2.3 an obligation to read Board papers and to attend meetings, training sessions and other relevant events;

10.2.4 an obligation to declare relevant interests;

10.2.5 an obligation to act within the framework of the agreed job description;

10.2.6 an obligation (subject to any overriding legally binding requirement to the contrary) to keep confidential the affairs of the Board.

10.3. A Board Member must sign and deliver to the Board a statement confirming he will meet his obligations to the Board and to TPY within one month of his appointment or election. The Board may change the statement from time to time.

**11 RETIREMENT AND REMOVAL OF BOARD MEMBERS**

11.1. A Board Member will cease to hold office if he:-

11.1.1 dies;

11.1.2 becomes incapable of managing and administering his own affairs because of mental disorder illness or injury;

11.1.3 is declared bankrupt or makes any arrangement or composition with his creditors;

11.1.4 is in the opinion of the Board guilty of conduct detrimental to the interests of TPY and the Board resolves by a 75% majority of the Board Members present and voting that he should be removed provided that the Board Member concerned has first been given an opportunity to put his case and to justify why he should not be removed as a Board Member;

11.1.5 resigns by written notice to the Secretary;

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11.1.6 is absent without good reason from three consecutive Board Meetings and the Board resolves (by a 75% majority of the Board Members present and voting) that he should cease to be a Board Member;

11.1.7 is or has been convicted of any offence which in the opinion of the Board is likely to bring TPY into disrepute and the conviction is unspent under the Rehabilitation of Offenders Act 1974 and the Board resolves (by a 75% majority of the Board Members present and voting) that he should be removed provided that the Board Member concerned has first been given an opportunity to put his case and to justify why he should not be removed as a Board Member;

11.1.8 fails to sign a statement of his obligations within one month of his appointment and the Board resolves that he be removed;

11.1.9 is detained in prison;

11.1.10 becomes an employee of TPY;

11.1.11 is removed from office under clause 12;

11.1.2 on giving written notice of resignation to the Secretary;

11.1.3 if he is a Community Board Member who comes to the end of his period of membership under Clause 7 unless he is re-elected;

11.1.4 if he is a Partner Board Member who comes to the end of his period of membership under Clause 8, unless he is re-appointed;

11.1.5 if he is a Council Board Member who comes to the end of his term of office under Clause 9, unless he is re-admitted.

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- 12.1. If the Chair receives a written complaint identifying the complainant and alleging conduct by a Board Member which in his/her reasonable opinion is detrimental to the interests of TPY and suggests that there is a prima facie case for the complaint to be investigated in accordance with the provisions of this clause the Chair may suspend the Board Member concerned.
- 12.2. Conduct detrimental to the interests of TPY includes:-
- 12.2.1 any breach of a Board Member's obligations as set out in the statement of obligations of Board Members signed by him/her or otherwise; and
- 12.2.2 conviction for any offence which has or is likely to bring TPY into disrepute.
- 12.3. Where the Chair is absent or unable or unwilling to act as Chair in relation to the complaint or the complaint is about the Chair then the Vice-Chair may exercise the power to suspend a Board Member in the same circumstances as the Chair. In the event that the complaint concerns both the Chair and the Vice-Chair then the matter must be referred to the Board under Clause 12.6.
- 12.4. The Board Member whose conduct is complained of must immediately be notified in writing either by the Secretary or by the Chair or the Vice-Chair of the complaint and of any suspension which will be effective from the date of the notice. During the period of any suspension the Board Member must not:-
- 12.4.1 participate in a Board Meeting;
- 12.4.2 authorise or incur expenditure on behalf of TPY;
- 12.4.3 make use of any property belonging to or in use by TPY in his/ capacity as a Board Member;
- 12.4.4 hold himself/ out as a Board Member of TPY; or



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- 12.4.5 seek to commit TPY to any obligation.
- 12.5. Subject to Clause 12.6, on receipt of a complaint under Clause 12.1 the Chair or the Vice-Chair must immediately refer the matter for investigation through such process as the Chair or Vice-Chair (as the case may be) shall at his discretion determine which shall comprise an investigation by either:
- 12.5.1 an independent person;
- 12.5.2 a Committee formed or designated for the purpose;
- 12.5.3 TPY's solicitors; or
- 12.5.4 such other process as the Board may decide.
- 12.6. Where a complaint concerns both the Chair and the Vice-Chair then the Board shall decide the appropriate process for investigation which may include any of the options set out in Clause 12.5
- 12.7. On completion of its investigation the investigating body may either:-
- 12.7.1 conclude that no further action be taken and lift any suspension which has been imposed on the Board Member;
- 12.7.2 conclude that other action be taken; or
- 12.7.3 remove the Board Member from office as a Board Member.
- 12.8. If its decision is to remove the Board Member whose conduct is complained of from office then the Board Member will be deemed to have been removed from office with effect from the date upon which the written notice of the decision is given to him.
- 12.9. A Board Member who is removed from office following an investigation carried out under this Clause may appeal against the decision to the Board.

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12.10. The Board may delegate to a Committee constituted for the purpose the hearing of the appeal but no member who has been involved in the investigation may hear the appeal. Pending the outcome of the appeal the decision must stand.

12.11. If the decision of the appeal is that the Board Member should be restored to his office then he will be deemed to have been reappointed with effect from the date upon which the written notice of the appeal decision is given to the Board Member. The Board must notify the Board Member of the decision of the appeal in writing.

12.12. There will be no further appeal from the Board or the Committee established to hear the appeal.

**13 BOARD MEMBERS' INTERESTS**

13.1. A Board Member who has a direct or indirect interest in any contract, proposed contract, arrangement or dealing with TPY must declare his interest before the matter is discussed by the Board.

13.2. Every Board Member must ensure that at all times the Secretary has a list of:-

13.2.1 any other body of which he is a board member, director or officer;

13.2.2 any firm in which he is a partner;

13.2.3 any public body of which he is an official or elected member;

13.2.4 any company whose shares are publicly quoted in which he owns or controls more than 2% of the shares;

13.2.5 any company whose shares are not publicly quoted in which he owns or controls more than 10% of the shares;

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13.2.6 any property of which he is a Resident; or

13.2.7 any other interest which is significant or material.

13.3. A decision of the Board will not be invalid because of the subsequent discovery of an interest which should have been declared.

**13.4. Personal Interests**

13.4.1 A Board Member has a personal interest in a matter which is to be discussed or determined by the Board if he will be directly affected by the decision of the Board in relation to that matter.

13.4.2 Subject to Clause 13.4.3 a Board Member who has a personal interest in a matter which is to be discussed or determined by the Board:-

13.4.2.1 may not count towards the quorum in relation to that matter;

13.4.2.2 may not take part in the discussion in relation to that matter;

13.4.2.3 may not vote in relation to that matter; and

13.4.2.4 must leave the Board Meeting at which the matter is discussed and determined.

13.4.3 Notwithstanding Clause 13.4.2 a Board Member who is a Beneficiary may in relation to a matter which is to be discussed or determined by the Board and which affects the Board Member as a Beneficiary and a substantial number of other Beneficiaries in an identical manner:-

13.4.3.1 count towards the quorum in relation to that matter;

13.4.3.2 take part in the discussion in relation to that matter;

13.4.3.3 remain in the Board Meeting at which the matter is discussed

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and determined; and

13.4.3.4 vote in relation to that matter.

**13.5. Non-Personal Interests**

13.5.1 A Board Member who has an interest in a matter which is to be discussed or determined by the Board but which is not a personal interest may, subject to his fulfilling his duty to act in the best interests of TPY and to the right of the remaining Board Members to require that he should withdraw from the Board Meeting at which the matter is to be discussed or determined:-

13.5.1.1 count towards the quorum in relation to that matter;

13.5.1.2 take part in the discussion in relation to that matter;

13.5.1.3 remain in the Board Meeting at which the matter is to be discussed or determined; and

13.5.1.4 vote in relation to that matter.

**14 FUNCTIONS OF THE BOARD**

14.1. The Board must direct TPY's affairs in such a way as to promote the core aims. Its functions include:

14.1.1 defining and ensuring compliance with the values and objectives of TPY;

14.1.2 establishing policies and plans to achieve those objectives;

14.1.3 approving each year's budget before publication;

14.1.4 establishing and overseeing a framework of delegation of its powers to

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Committees and employees with proper systems of control;

14.1.5 monitoring TPY's performance in relation to its plans budget controls and decisions;

14.1.6 satisfying itself that TPY's affairs are conducted in accordance with generally accepted standards of performance and propriety; and

14.1.7 taking appropriate advice on the items listed in this Clause and in particular on matters of legal compliance and financial viability.

**15 BOARD MEETINGS**

15.1. Subject to these Clauses, the Board may regulate Board Meetings as it wishes.

15.2. Board Meetings may be called by any Board Member or the Secretary.

15.3. TPY will hold a special annual Board Meeting each year at which the agenda will include the election of the Chair and Vice Chair.

15.4. The Secretary must give 7 days' notice of Board Meetings to each of the Board Members and Senior Officers but it is not necessary to give notice of a Board Meeting to a Board Member or Senior Officer who is out of the United Kingdom.

15.5. A Board Meeting which is called on shorter notice than required under this clause is deemed to have been duly called if at least two Board Members certify in writing that because of special circumstances it ought to be called as a matter of urgency.

15.6. Subject to specific provisions in this constitution, questions arising at a Board Meeting are to be decided by a majority of votes.

15.7. If there is an equality of votes the Chair is entitled to a second or casting vote.

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- 15.8. A technical defect in the appointment of a Board Member or in the delegation of powers to a Committee of which the Board is unaware at the time does not invalidate decisions taken in good faith.

**16 QUORUM FOR BOARD MEETINGS**

- 16.1. The quorum for Board Meetings is one third of the Board Members for the time being provided that of those present, the majority are Community Board Members.

- 16.2. A Board Member may be part of the quorum at a Board Meeting if he can hear comment and vote on the proceedings through telephone, video conferencing or other communications equipment.

- 16.3. The Board may act despite vacancies in its number but if the number of Board Members is less than three then the Board may act only to:

16.3.1 call an election for or admit Community Board Members under Clause 7;

16.3.2 admit Partner Board Members under Clause 8; or

16.3.3 invite nominations for or admit Council Board Members under Clause 9.

- 16.4. At a Board Meeting which remains inquorate for 15 minutes after its starting time or one which becomes inquorate for more than 15 minutes the Board Members present may act only to:

16.4.1 adjourn it to such other time and place as they decide;

16.4.2 call an election for or admit Community Board Members under Clause 7;

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16.4.3 admit Partner Board Members under Clause 8;

16.4.4 invite nominations for or admit Council Board Members under Clause 9.

16.5. If at the adjourned meeting there are again insufficient Board Members present within 15 minutes from the time of the adjourned General Meeting to constitute a quorum then those Board Members who are present (provided that they number at least three) shall constitute a quorum for the purpose of allowing any business of the adjourned meeting to be conducted.

**17 CHAIR AND VICE-CHAIR**

17.1. TPY must have a Chair and a Vice-Chair. Both are to be elected by the Board. The Board must decide the period during which they are each to hold office and the precise point at which their term of office ends. Both the Chair and the Vice-Chair may be re-elected.

17.2. The Chair and the Vice-Chair may resign from their positions at any time (without necessarily resigning as Board Members at the same time).

17.3. Where there is no Chair and no Vice-Chair the first item of business of a Board Meeting must be to elect a Chair or Vice-Chair or both.

17.4. The Chair and the Vice-Chair may be removed only at a Board Meeting called for the purpose at which a resolution with a majority in favour is passed. The Chair or the Vice-Chair (as the case may be) must be given an opportunity to say why he should not be removed.

17.5. The Chair is to chair all Board Meetings and General Meetings at which he is present unless he does not wish, or is not able, to do so.

17.6. If the Chair is not present within 5 minutes after the starting time of a Board Meeting or if the Chair is unwilling or unable to chair a Board Meeting, then the Vice-Chair must chair that Board Meeting unless he is unwilling or unable to

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do so.

17.7. If both the Chair and the Vice-Chair are not present within 5 minutes after the starting time of a Board Meeting or both are unwilling or unable to chair the meeting then the Board must elect one of the Board Members who is present to chair the Board Meeting.

17.8. The functions of the Chair are:-

17.8.1 to act as an ambassador for TPY and to represent the views of the Board to the general public and other organisations;

17.8.2 to ensure that Board Meetings are conducted efficiently;

17.8.3 to give all Board Members an opportunity to express their views;

17.8.4 to establish a constructive working relationship with, and to provide support for, the Senior Officers;

17.8.5 where necessary (and in conjunction with the other Board Members) to ensure that, where the post of any Senior Officer is or is due to become vacant, a replacement is found in a timely and orderly fashion;

17.8.6 to encourage the Board to delegate sufficient authority to its Committees to enable the business of TPY to be carried on effectively between Board Meetings;

17.8.7 to ensure that the Board monitors the use of delegated powers; and

17.8.8 to encourage the Board to take professional advice when it is needed.

17.9. The role of the Vice-Chair is to deputise for the Chair during any period of his absence and, for that period, his functions shall be the same as those of the Chair.



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17.10. Except to the extent that the Clauses provide otherwise neither the Chair nor the Vice-Chair has any authority beyond that of any other Board Member.

**18 COMMITTEES AND WORKING PARTIES**

18.1. The Board may:

18.1.1 establish Committees consisting of those persons whom the Board decide;

18.1.2 delegate to a Committee any of its powers (except project approval and approval of the Delivery Plan); and

18.1.3 revoke a delegation at any time.

18.2. The Board may establish Working Parties consisting of those persons whom the Board decide. A Working Party may not take decisions on behalf of the Board but may consider issues in depth with a view to making recommendations to the Board.

18.3. The members of a Committee or a Working Party are to be appointed by the Board but the Board may give a Committee or a Working Party the right to co-opt individuals to its membership. The Board is to determine the chair of each Committee or Working Party.

18.4. Each member of a Committee or Working Party (including the chair) is to hold office from the date of his appointment until the term of office for which he has been appointed expires or until he resigns or is removed by the Board from the Committee or Working Party.

18.5. The Board must determine the quorum for each Committee and Working Party it establishes.

18.6. The Board must specify the financial limits within which any Committee may function. A Working Party can have no authority to incur expenditure.

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18.7. Every Committee or Working Party must report its proceedings and decisions to the Board as the Board determines.

**19 OBSERVERS**

19.1. The Board may allow individuals who are not Board Members to attend Board Meetings as Observers on whatever terms they decide.

19.2. Observers may not vote but may take part in discussions with the prior consent of the Chair.

19.3. The Board may exclude Observers from any part of a Board Meeting where the Board considers the business is private or confidential.

19.4. The Board must exclude an Observer from any Board Meeting at which a possible personal benefit to him is being considered.

19.5. Subject to Clauses 19.3 and 19.4 the Board may allow Residents to attend Board Meetings as Observers.

**20 BOARD MEMBERS' WRITTEN RESOLUTIONS**

20.1. A written resolution signed by three quarters of the Board Members entitled to receive notice of a Board Meeting (provided they would constitute a quorum at a Board Meeting) is as valid as if it had been passed at a Board Meeting.

20.2. A written resolution signed by three quarters of the members of a Committee (provided they would constitute a quorum of that Committee) is as valid as if it had been passed at a meeting of that Committee.

20.3. A resolution under Clauses 20.1 or 20.2 may consist of several documents in similar form each signed by one or more of the Board Members or Committee Members and will be treated as passed on the date of the last signature.

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**21 THE SECRETARY**

21.1. A Secretary may be appointed by the Board for such a term as the Board decides.

21.2. A Secretary may be removed by the Board at any time.

21.3. No Board Member may occupy the salaried position of Secretary.

**22 MINUTES**

22.1. The Board must arrange for minutes to be kept of all Board Meetings. The names of the Board Members present must be included in the minutes.

22.2. Copies of the draft minutes of Board Meetings must be distributed to the Board Members as soon as reasonably possible after the meeting and in any case seven days before the next Board Meeting (unless the next Board Meeting is an urgent Board Meeting).

22.3. Minutes must be approved as a correct record at the next Board Meeting. Once approved they must be signed by the person chairing the meeting at which they are approved.

22.4. The Board must keep minutes of all of the appointments made by the Board.

**23 EXECUTION OF DOCUMENTS**

23.1. Unless the Board decides otherwise, any documents which are to be executed by TPY must be signed by two Board Members.

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**24 NOTICES**

- 24.1. Notices under the Clauses must be in writing except notices calling Board Meetings.
- 24.2. A Board Member present in person at a General Meeting is deemed to have received notice of the General Meeting and (where necessary) of the purposes for which it was called.
- 24.3. TPY may give a notice to a Board Member, Secretary or other person either:
- 24.3.1 personally;
  - 24.3.2 by sending it by post in a prepaid envelope;
  - 24.3.3 by facsimile transmission;
  - 24.3.4 by leaving it at his address; or
  - 24.3.5 by email.
- 24.4. Notices may be sent:
- 24.4.1 to an address in the United Kingdom which that person has given TPY;
  - 24.4.2 to the last known home or business address of the person to be served; or
  - 24.4.3 to that person's address in TPY's register of Members.
- 24.5. Proof that an envelope containing a notice was properly addressed prepaid and posted is conclusive evidence that the notice was given 48 hours after it was posted.
- 24.6. Proof that a facsimile transmission was made is conclusive evidence that the

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notice was given at the time stated on the transmission report.

- 24.7. A copy of the notification from the system used by TPY to send emails that the email has been sent to the particular person will be conclusive evidence that the notice was sent and such notice will be deemed to have been delivered 24 hours after it was sent.
- 24.8. A notice may be served on TPY by delivering it or sending it to the Office or by handing it to the Secretary.
- 24.9. The Board may make standing orders to define other acceptable methods of delivering notices.

**25 STANDING ORDERS**

- 25.1. Subject to Clause 25.4 the Board may from time to time make standing orders for the proper conduct and management of TPY.
- 25.2. The Board must adopt such means as they think sufficient to bring the standing orders to the notice of Board Members.
- 25.3. Standing orders are binding on all Board Members.
- 25.4. No standing order may be inconsistent with or may affect or repeal anything in the Memorandum or the Clauses.
- 25.5. The Board shall notify SCC of any proposed Standing Orders and shall approve these following consultation with the Council.

**26 AMENDMENTS TO THIS CONSTITUTION**

- 26.1. This constitution may only be amended at a Board Meeting called for that purpose with at least 10 clear days notice. Such notice must also be served on the Council. [The original revision that it can only be changed in agreement

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with SCC has been deleted – needs to be reinserted otherwise the whole document is meaningless]

- 26.2. A vote to change the constitution at such a Board Meeting will only be carried by a 75% majority of those present and voting.

**27 INTERPRETATION**

- 27.1. In this Constitution:

"Area of Benefit"	means the area known as Thornhill, the boundary of which is set out in the original Delivery Plan
"Beneficiary"	means a person to whom TPY may grant benefits in furtherance of the core aims
"the Board"	means the Board of TPY and (where appropriate) includes a Committee and the Board Members acting by written resolution
"Board Meeting"	means a meeting of the Board
"Board Member"	means any Board Member of TPY
"Business Day"	means any day other than a Saturday, Sunday or a bank holiday
"Chair"	means (subject to the context) either the person elected as chair of TPY or where the Chair of TPY is not present or has not taken the chair at a meeting means the person who is chairing a Board Meeting or General Meeting at the time

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"Clear Days"	in relation to a period of notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect
"Committee"	means a committee of the Board exercising powers delegated to it by the Board
"Community Board Member"	means a person appointed as a Board Member in accordance with Clause 7
"the Council"	means Southampton City Council whose principal office is Civic Centre, Southampton, SO14 7LY
"Council Board Member"	means a Council Board Member appointed as a Board Member in accordance with Clause 9
"Delivery Plan"	means the annual plan for the delivery of the new deal for communities programme in the Area of Benefit as submitted to the government
"including"	means "including without limitation" and "include" and "includes" are to be construed accordingly
"Local Authority Person"	means a person who is associated with the Council or any other local authority as defined in section 69 of the Local Government and Housing Act 1989
"Local Councillor"	means an elected member of the Council who serves a Southampton ward within which the Thornhill area is included

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"MEP"	means a member of the European Parliament
"MP"	means a member of Parliament
"Observers"	means those persons (other than Board Members) present under Clause 19 at a Board Meeting
"Office"	means the main office of TPY
"Partner Board Member"	means a person appointed as a Board Member in accordance with Clause 8
"Resident"	means a person who occupies property within the Area of Benefit as his only or principal home
"Secretary"	means the secretary of TPY including a joint, assistant or deputy secretary
"Senior Officer"	means any officer of TPY designated as such by the Board
"United Kingdom"	means Great Britain and Northern Ireland
"Vice-Chair"	means a person elected as a Vice-Chair of TPY under Clause 17
"Working Party"	means a body established by the Board to make recommendations to the Board but without decision-making powers

In this constitution:

references to the singular include the plural and vice versa and to the masculine include the feminine and neuter and vice versa;



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references to "organisations" or "persons" include corporate bodies, public bodies, unincorporated associations and partnerships;

references to legislation, regulations, determinations and directions include all amendments, replacements or re-enactments and references to legislation (where appropriate) include all regulations, determinations and directions made or given under it;

the headings of clauses are not to affect their interpretation.