

## **Constitution of the South East Climate Change Partnership\***

### **1 Aims and Status**

- 1.1 The South East Climate Change Partnership ('the Partnership') is an unincorporated association of interested organisations. The Partnership has been established to investigate, inform and advise on the impacts of climate change in South East<sup>†</sup> England, in order to engage key stakeholders in responding to these impacts.
- 1.2 The aims of the Partnership are:
- 1.2.1 To identify the potential impacts of climate change;
  - 1.2.2 To raise awareness of the need to mitigate against as well as to adapt to climate change and of the need to ensure that adaptation measures do not themselves exacerbate global warming;
  - 1.2.2 To facilitate the development of integrated responses to help the region to adapt to the impacts;
  - 1.2.3 To provide advice on ways of reducing the risks of adverse consequences;
  - 1.2.4 To engender greater awareness and understanding of the potential impacts, including economic effects;
  - 1.2.5 To identify opportunities arising from the impacts of climate change;
  - 1.2.6 To be a link with national and other regional organisations addressing the same and related issues.
  - 1.2.7 To bring together key stakeholders to secure a shared view of key issues and priorities for adaptation to climate change in the region;
  - 1.2.8 To inform both the statutory and non-statutory responsibilities of organisations where relevant to climate change adaptation;
  - 1.2.9 To establish a dialogue with central government (and the European Union, where appropriate) on climate change issues in the South East.

### **2 Membership**

- 2.1 Membership of the Partnership will be open to all organisations operating within the region who may be affected by the impacts of climate change, have an interest in helping others to identify and adapt to these impacts or are otherwise involved in forward/strategic planning relevant to the development of the South East region.
- 2.2 Full membership will be based on payment of an appropriate, non-refundable annual membership fee for the organisation. The membership fees will be approved by the Annual Forum, although the Executive Committee (see 3.2) reserves the right to modify individual fees in exceptional circumstances. The current fees are listed in Annex 1
- 2.3 In exceptional circumstances, where an organisation is unable to pay the appropriate membership fee, the Executive Committee reserves the right to co-opt organisations as members. This will usually be on the basis of significant skills, information or other resources which the organisation is able and willing to contribute to the Partnership. Co-option will be on an annual basis. See 4.4 on Voting Rights.
- 2.4 The Partnership's membership year runs from 1<sup>st</sup> October to the following 30<sup>th</sup> September. Organisations joining the Partnership at a different point during the year will pay an initial membership fee based on a *pro rata* basis of 1/12<sup>th</sup> the normal fee per month or part thereof from joining to the start of the next full membership year.
- 2.5 Members wishing not to renew their membership for the next year shall give at least 3 months notice of this in writing to the Partnership.

## **Constitution of the South East Climate Change Partnership\***

### **3 Organisation**

- 3.1 The Partnership's principal membership meeting will consist of an Annual Forum to address issues of regional concern and to agree actions. All Members will be eligible to attend and to speak at the Forum.
- 3.2 The Forum will appoint an Executive Committee with delegated powers to manage the affairs of the partnership in between meetings of the Forum. See Annex 2: "Executive Committee Constitution".
- 3.3 The Executive Committee may choose to hold a Forum on a more frequent basis.

### **4 Voting Procedures**

- 4.1 Each full Member represented at the annual Forum will have a single vote, to be exercised by its representative nominated to the Chair of the Executive Committee. Ballots may be applied:
  - 4.1.1 to decide the membership of the Executive Committee, in the event of there being more nominees than places;
  - 4.1.2 to decide on changes to this Constitution or that of the Executive Committee;
  - 4.1.2 to decide on issues presented by the Executive Committee regarding the activities of the Partnership;
  - 4.1.3 at the discretion of the Chair; or
  - 4.1.4 where called for by at least one-third of the full membership attending the Forum.
- 4.2 Prior to any vote, Members will be required to declare any material or pecuniary interest in any specific proposals for Partnership activities.
- 4.3 Any full Member may propose a resolution to the Forum – including amendments to this Constitution - provided that the proposal is seconded by another Member, and that at least one month's notice is given to the Chair of the Executive Committee.
- 4.4 Co-opted Members will not have the right to vote at the Forum.
- 4.5 A quorum of 1/3<sup>rd</sup> of the full membership will be required for votes on issues under 4.1.1 to 4.1.4.

### **5 Administrative Support**

- 5.1 The Partnership can recruit such staff as necessary to carry out the work of the Partnership.
- 5.2 Administrative support for the Partnership's staff will be provided by the organisation(s) nominated by the Executive Committee to act as their host; in the event that this should prove not to be possible, in-kind support will be sought from the broader membership.

### **6 Financial Instructions & Reporting**

- 6.1 Financial instructions arise out of the need for the Partnership to allow Executive Committee, staff and staff supervisors to take decisions on expenditure and the making of payments within defined limits. The financial instructions contained in Annex 3 set out who shall be authorised to approve expenditure on staff expenses and supplies of goods

## **Constitution of the South East Climate Change Partnership\***

or services up to different limits; the Executive may amend the Partnership's financial instructions.

- 6.2 The Executive Committee will appoint one of its member organisations to act as "Banker" for the Partnership. The "Banker" shall administer the annual membership subscriptions and other funds received by the Partnership and provide records of income and expenditure to the Partnership's staff and Executive Committee. The Executive Committee will provide an account to the Annual Forum of the Partnership's income, expenditure and financial position for the current year.
- 6.3 The financial instructions of the Partnership will be subservient to the financial procedures of the organisation acting as Banker for the Partnership.

### **7 Funding**

- 7.1 In addition to the membership fees described in 2.3, Members' contributions in kind will also be welcomed. Members (including the Executive Committee) will be expected to give their time to the business of the Partnership free of charge.
- 7.2 While the funds generated through membership fees are expected to meet all reasonable costs involved in the co-ordination of the Partnership's work programme and other activities, funding for any specific projects and other initiatives proposed by the Partnership will need to be generated on an *ad hoc* basis. This could include bidding for third-party funding as well as seeking additional funding from individual Members. It is expected that Members will take on responsibilities as bidding organisations and as managing agents for individual projects.

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#### Note:

\*The decision was taken by the membership to change the name of the Partnership to Climate South East. Therefore, all references to the South East Climate Change Partnership should be taken to refer to Climate South East.

†The South East region is here defined as that administered by the Government Office for the South East: the geographical areas of Berkshire, Buckinghamshire, East Sussex, Hampshire, Isle of Wight, Kent, Oxfordshire, Surrey and West Sussex.

## Constitution of the South East Climate Change Partnership\*

### Annex 1      Schedule of Annual Membership Fees

The Executive Committee has approved the following annual fees for different member organisations.

<b>Public</b>		<b>Private</b>		<b>Not-for-Profit</b>	
National Agencies	£5,250	Large Companies*	£2,100	National Not-for-profit organisations	£1,050
Regional Bodies	£5,250	Medium Companies	£1,050	Regional Not-for-profit organisations	£525
County Councils	£4,200	Academic	£1,050	Local Not-for-profit organisations	£150
Unitary Authorities	£3,150				
District Councils	£525				
LA Associations	£525 /District + £3.15k /Unitary + £4.2k /County				

Large companies      = annual turnover >£100m

Medium companies    = annual turnover £10m - £100m

## **Constitution of the South East Climate Change Partnership\***

### **Annex 2: Executive Committee Constitution**

- 1 The Annual Forum will appoint an Executive Committee of 12 members.

The constituents of the Executive will be subject to nominations from among the full members of the Partnership and subsequent agreement by the Forum of the Partnership. They should represent the broad range of interests that make up the Partnership.

Ideally the Executive should include representation from the following sectors as a minimum:

  - 1 from the Environment Agency (Permanent Representation)
  - 3 from Regional Bodies (Permanent Representation)
  - 4 from Local Government
  - 2 from Businesses
  - 1 from NGOs
- 2 Membership of the Executive Committee shall be for a period of 2 years.
  - 2.1 To ensure continuity, the non-permanent representatives shall stand for re-election on a rotating basis, i.e. half in one year and the other half in the following year. The initial Executive committee will agree the mechanism for putting this in place prior to the 2002 Annual Forum.
- 3 The Executive Committee shall elect a Chairman and a Vice-Chairman of the Committee from within its number annually.
- 4 The role of the Executive Committee will be:
  - 4.1 to appoint the President of the Partnership;
  - 4.2 to appoint a Vice-President(s) of the Partnership;
  - 4.3 to draft and oversee the implementation of the Partnership action plan agreed by the Forum;
  - 4.4 to submit a Partnership budget and updates to the Forum;
  - 4.5 to agree and arrange the employment of Partnership staff;
  - 4.6 to oversee the Line Manager's direction of the activities of the Partnership staff;
  - 4.7 to plan and oversee the meetings of the forum, with a minimum of one every 12 months;
  - 4.8 to act as an advocate of an integrated approach to addressing the challenges and opportunities posed by Climate Change at a regional and national scale;
  - 4.9 to secure a Partnership view on any proposals on which it is consulted, and which in the Committee's view it is appropriate for the Partnership to comment;
  - 4.10 in exceptional circumstances, where time does not permit such consultation, to respond on behalf of Partnership and to account to it in due course.
- 5 A Quorum will consist of 4 members including the Chair.
- 6 Voting will consist of "one person – one vote"; co-opted members are NOT eligible to vote. The Chairman shall have the casting vote in cases where the votes of other Executive members are tied.
- 7 Members of the Executive may nominate a substitute to attend in their place provided the prior agreement of the Chairman has been obtained.
- 8 The Executive Committee will meet as a minimum quarterly and at such other times as the Chairman considers appropriate.
- 9 The Executive Committee may co-opt individuals to advise the Committee as it considers appropriate.
- 10 The Executive Committee will nominate and agree the partner organisation to act as the Line Manager of Partnership staff.

## **Constitution of the South East Climate Change Partnership\***

- 11 The Chairman of the Executive Committee will act as "Grandparent" in the line management of Partnership staff. The role of "Grandparent" will be to act as the Line Manager's supervisor for Personnel and Performance matters related to Partnership staff.
- 12 A minimum of 6 weeks notice will be given for meetings of the Partnership Forum and 3 weeks notice of meetings of the Executive Committee. In exceptional circumstances the Chairman of the Executive Committee will have the discretion to waive these minimum periods, while still giving as much notice as possible.

## Constitution of the South East Climate Change Partnership\*

### **Annex 3 Financial Instructions**

The Executive Committee has authorised the following to approve and authorise payments on behalf of the Partnership:

<b>Limit for Expenditure</b>	<b>Orders may be approved by</b>	<b>Payment must be authorised by</b>
Up to £500 per item	Staff	Line Manager
£500.01 to £10,000 where budgeted	Line Manager	Chair or Vice Chair
Over £10,000 where budgeted	Chair or Vice Chair	Any 2 Members of Executive Committee
Over £1,000 where unbudgeted	Executive Committee, by vote	Any 2 Members of Executive Committee