

# *Montrose Area Partnership (Montrose Together) Agreement 2009*

1 **The Partnership.**

The Partnership trading name shall be Montrose Area Partnership and be promoted as Montrose Together.

2 **Purpose**

The Partnership shall promote the area of Montrose, Ferryden and Hillside for the wellbeing of the local population and visitors.

3 **Role**

The Partnership's role in the Local Community Planning framework shall be to encourage representatives of public, business and voluntary sectors to work together in developing projects that no one sector can achieve on its own to enhance the quality of life for all.

4 **Objective**

The objective of the Partnership shall be for public, business and voluntary sectors to work in partnership to influence and improve the delivery of Public Services, develop sustainable economic growth, support and promote voluntary organisations and to retain and advance local heritage and culture for the wellbeing of the community.

5 **Methodology**

The Partnership shall assist in the development, promotion and identifying resources required to complete projects, initiated by individuals and organisations within the community. The Partnership's focus and activities shall be on a market-led approach to meeting the needs and aspirations of the local community and visitor. The Partnership's specific objectives therefore will include: -

- (i) Engaging the community and encouraging social inclusion throughout the community.
- (ii) Developing and promoting sustainable economic growth and maximising the Montrose Area tourist potential.
- (iii) Retaining and promoting Local Heritage, Culture and identifying Leisure Facilities for all residents and visitors to enjoy.
- (iv) Promoting activities within Montrose Area, which will complement the existing assets of the area

6 **Membership**

- (i) Membership is open to individuals and organisations within the Montrose, Ferryden and Hillside Area from public, private and voluntary sectors on the understanding that each shall assume responsibility for working with other Partnership Members in identifying, promoting and developing projects that will benefit the local community.
- (ii) Each organisation shall nominate and register a representative to participate in the work of the Partnership who will be responsible for communicating the work of the Partnership to their own organisation and enlist help as appropriate to projects under their supervision.

## DRAFT

- (iii) The Partnership may invite individuals, whose contribution Partnership Members believe will enhance the objective of the Partnership, to register as a member, or participate in the work of the Partnership.
- (iv) All members shall register with the Secretary.

## 7 **Votes**

- (i) An individual member or representative of a community organisation in attendance at a meeting shall have one vote.

## 8 **Meetings**

### (i) **Annual Meeting**

An Annual Meeting of the Partnership shall be held not later than the 31<sup>st</sup> August in each year unless otherwise decided by the Partnership. The Secretary shall call the Meeting of the Partnership by intimation to all members giving not less than twenty one days' notice in writing which notice shall also specify the place, day and time of the meeting.

### (ii) **Special General Meeting**

A Special General Meeting may be convened at any time on a resolution of the Partnership, or on the instructions of the Chairperson and Vice Chairperson or the Secretary or on a requisition to the Secretary of the Partnership signed by not less than 50% of the Members. On receipt of such resolution, instruction or requisition the Secretary shall within one week of the date of receipt issue a notice calling a Special General Meeting to be held not later than one month from the receipt of the resolution, instruction or requisition and giving full particulars of the purpose for which the meeting is being called. At least seven days' clear notice of any such Special General Meeting must be given.

### (iii) **General Meetings**

All Meetings other than Annual General Meetings and Special General Meetings shall be called General Meetings. Notice of such a meeting shall be given at least seven days' prior to the date on which the meeting is to be held and the notice shall specify the purpose of the meeting.

General Meetings shall take place on a monthly basis unless otherwise agreed by Partnership Members and the business to be discussed shall be agreed in advance by the Office Bearers.

### (iv) **Quorum**

At any Annual General Meeting, Special General Meeting or General Meeting of the Partnership, five members present shall form a quorum. In the event of a quorum not being present the meeting shall be adjourned to a later date determined by the Secretary when those present shall form a quorum.

### (v) **Chairperson**

At any meeting of the Partnership the Chairperson whom failing the Vice Chairperson or if both are absent, a Chairperson chosen by the meeting shall preside. In the case of any vote, the Chairperson will not be entitled to vote.

### **Minute Secretary**

- (vi) At any meeting in the absence of the Secretary a Minute Secretary shall be appointed by members.

## DRAFT

### **Angus Council**

- (vii) Angus Council may have more than one representative in attendance at Meetings.

## 9 **Committees**

The Partnership may appoint Committees consisting of such member or members of their body as required. Any committee so formed shall, in the exercise of the power so delegated, conform to any regulations or rules that may be imposed upon it by the Partnership.

## 10 **Confidentiality**

The Partnership may agree it is necessary to take items of a financial or legal nature in private and in these circumstances members of the public may be excluded.

## 11 **Members of the Public**

Members of the public shall be welcome to attend meetings as observers.

## 12 **Conduct**

Any individual, whose input is, in the opinion of Partnership members, of a negative or disruptive nature and not in pursuance of positive action for the benefit of Montrose and Area, may be asked by the Chairperson to leave the meeting. Such an individual will require the consent of the Partnership to attend any future meetings.

## 13 **Office Bearers**

- (i) The Office Bearers of the Partnership shall consist of a Chairperson, Vice Chairperson, Publicity Officer, Secretary and Treasurer. One person may fill the post of Secretary and Treasurer. An organisation can stand for the position of Chairperson and if elected will hold one vote and be able to nominate a designated person to attend and chair meetings .
- (ii) The election of the Office Bearers of the Partnership will take place at the Annual General Meeting of the Partnership.
- (iii) The Chairperson and Vice Chairperson shall be drawn from the membership of the Partnership and shall be elected to office for one or two years and shall be eligible for re-election at the next appropriate Annual General Meeting.
- (iv) Office Bearers shall require to be nominated for office by two Members of the Partnership. Where more than one person is nominated for a particular post, voting shall be by ballot or by a show of hands, the method of voting being determined by the Partnership or by the Chairperson of the Meeting.
- (v) Any Office Bearers' post may be declared vacant if the said Office Bearer has suffered death, illness or has failed to attend three consecutive meetings or failed to attend meetings for a six month period, whichever is the longer.

## 14 **Duties of Office Bearers**

### (i) **Chairperson**

The Chairperson shall lead the Partnership ensuring it makes an effective contribution to meeting the agreed objective of the Partnership through all activities of the Partnership

### (ii) **Vice Chairperson**

The Vice Chairperson shall support the Chairperson ensuring the aspirations of Partnership Members and the community are heard and acted upon.

(iii) **Publicity Officer**

The Publicity Officer shall be the spokesperson of the Partnership ensuring the work of the Partnership is marketed at every opportunity for the benefit of the community.

(iv) **Treasurer**

The Treasurer shall keep such accounts and pay such debts of the Partnership as the Partnership shall direct and, shall when required, render to the members at a General Meeting an account of all monies received and expended by the Partnership. The accounts shall be submitted to the Annual General Meeting by the Treasurer with a report thereon and should be circulated to the members with the agenda. The accounts will be checked by a suitable independent person outwith the Partnership.

(v) **Secretary**

The Secretary shall keep a list of the names and addresses of the members of the Partnership. The Secretary shall carry out any directions of the Partnership and, in the absence of any Minute Secretary, take the minutes of the meetings at which the Secretary attends. The Secretary shall handle all correspondence of the Partnership.

15 **Business Affairs**

(i) **Administration**

The whole administration, business and affairs of the Partnership shall be under the control of the Partnership.

(ii) **Public Liability**

The Secretary shall ensure the Partnership is indemnified against Public Liability.

16 **Partnership Funds**

(i) **Monies**

All monies due to the Partnership shall be paid to the Treasurer whose receipt shall be a full and sufficient discharge, and all sums collected by the Treasurer shall be lodged in the Bank in the manner to be prescribed from time to time by the Partnership. All cheques drawn on the Partnership's Bank Account and all other financial transactions of the Partnership shall be authorised and signed by two of the following:-

The Treasurer, the Chairperson and the Vice Chairperson.

The financial year shall end on 31 March each year. At the Annual General Meeting the accounts for the previous financial year shall be presented, duly audited by an independent person, to members.

(ii) **Expenses**

The Partnership shall approve all payments of incidental expenses paid to Office Bearers.

17 **Alteration of Agreement and Rules**

The Agreement and Rules of the Partnership may be altered by a resolution passed at a General Meeting or Special General Meeting of which at least fourteen days' notice has been given. Any alteration, modification or addition must be approved by a majority of not less than two-thirds of those present and voting and the decision will remain, at the minimum, until the next Annual General Meeting of the Partnership.

**18 Dissolution**

In the event of the members of the Partnership wishing to wind up the concern, the consent of not less than two-thirds of the members present and voting at a Special General Meeting called for that purpose must be given. Upon the winding up or dissolution of the Partnership, if there remains after satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed amongst the members, but shall be given or transferred to, or held by trustees for, some other society or body having objects similar to the objects of the Partnership or which failing to the Montrose Common Good Fund for the improvement of the burgh or projects therein, all as determined by the members of the Partnership at or before the time of dissolution.

**Chairperson..... Date.....**  
**Montrose Area Partnership**

**Vice-Chairperson..... Date.....**  
**Montrose Area Partnership**

**Treasurer..... Date.....**  
**Montrose Area Partnership**

**Secretary..... Date.....**  
**Montrose Area Partnership**

**Agreement adopted at AGM 2001 and as amended on 09/03/05, 27/11/06, 28/05/07. 25/08/08, 17/08/08**