



RURAL SERVICES NETWORK

SPARSE RURAL

Constitution 2013

INCORPORATING:

SPARSE-Rural

www.rsonline.org.uk

**rural services
community**

www.ruralservicescommunity.net

Rural
services partnership

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CONSTITUTION

1. Title and Membership

- 1.1 The Organisation shall be known as the SPARSE Rural Special Interest Group [“The Group”].
- 1.2 The Group shall be eligible to those authorities who are classified as Predominantly Rural and Significant Rural by Government
- 1.3 The Group will consist of such Principal Councils in England, as Sparse Rural desire to be and remain in membership [“Member Authority”].
- 1.4 The Group shall act in a non political way concentrating on achieving consensus views on rural best practice and service interests.
- 1.5 Those authorities who are eligible to become members of the Group as specified under 1.2 above may instead of becoming members elect to have a straight contractual relationship with the group that is based solely on service provision and is non- representational. Under such a relationship the group will be enter into a service level agreement with the authority involved and provide financial monitoring, best practice, performance, community, rural and economic services available for a flat rate annual payment constituting 95% of the charge which would have been levied on the authority had it joined in the normal way. Authorities who elect to take this arrangement will not be formal members and will therefore not be entitled attend or vote at meetings of the Group and will not receive agendas and minutes or be involved in the representational work of the Group.
- 1.6 All members of the LGA’s Rural Commission shall be entitled to become Associate Members of the Group and receive all except the financial and performance service of the Group. An appropriate Associate Member annual service charge shall be established.

2. Purpose of The Group

- 2.1 To be a voice for the most rural councils within the Local Government Association [LGA] and to influence work so that the views and interests of these councils are fully considered.
- 2.2 To research, promote and lobby for the interests (financial and non-financial) of predominantly rural principal councils and the communities served by such councilsⁱ

3. Objectives of Powers of The Group

- 3.1 To provide a forum in which Member Authorities can exchange views and initiate shared activities on issues of common interest/benefit, particularly relating to rural service delivery and its financial support.
- 3.2 To raise awareness of the contribution the most rural councils make to rural service and rural community issues.

- 3.3 To provide greater capacity for the most rural councils to contribute to and influence the national agenda by direct representation to government departments.
- 3.4 To represent, wherever possible by consensus, the interests of Member Authorities in national government, to Parliament, political parties, European and other international institutions and other bodies, and the LGA.
- 3.5 To promote the financial interests of Member Authorities and to make representations to Government and other relevant bodies on the allocation of funding to its Member Authorities and other public bodies serving the areas of its Member Authorities.
- 3.6 To formulate sound policies in respect of rural issues particularly those relating to rural services.
- 3.7 To promote the policies of The Group to national government and other relevant organisations.
- 3.8 To develop relationships with other Special Interest Groups.
- 3.9 To do anything that is calculated to facilitate or is conducive or incidental to the discharge of the objectives of The Group.
- 3.10 To promote innovation in furtherance of the achievement of greater efficiencies across Member Authorities.
- 3.11 To work with other Service Providers and those interested in rural services (grouped together as The Rural Services Partnership Limited) and the Private Sector Panel as a section of the umbrella organisation Rural Services Network to represent rural services generally, facilitate best practice and create the strongest network possible in support of continuous improvement of services and well being in general in the predominantly and significant rural areas of England.

4. The Annual Meeting

- 4.1 The Group will hold an Annual Meeting to appoint the office holders.
- 4.2 The Annual Meeting shall meet towards the end of each calendar year to approve the accounts of The Group, agree the budget of The Group, to set subscriptions and the annual service charge and approve the work programme. Other meetings will be held as required and the meetings shall deal with such other business as may be determined by the Executive.
- 4.3 The Annual Meeting may from time to time make standing orders for the regulation of The Group's proceedings.

5. Membership of Meetings

- 5.1 The Meetings shall comprise the appointed representatives of the Member Authorities or Leaders of those authorities who have not made such an appointment. Elected members may be accompanied by an Officer of the Member Council if they so wish. Meetings of the Rural Services Network as a whole may follow on from Group Meetings but where necessary separate votes may be taken of the Rural Services Partnership's membership.
- 5.2 The names of members appointed to serve at meetings shall be given to the Director in writing by the Chief Executive of their Member Authority (or other officer nominated to act on their behalf) as requested.
- 5.3 The period of office for members shall normally begin with effect from the Annual Meeting in each year and shall end immediately before the Annual Meeting in the following year, provided that representatives shall cease to be eligible for membership of those bodies when they cease to hold office as members of their authority or when their authority ceases to be in membership.

6. Voting at Meetings

- 6.1 Each Member Authority shall be entitled to cast one vote at all Meetings on occasions when it is decided to proceed by vote and a decision is not reached by consensus (which will be usual practice).
- 6.2 In the case of an equality of votes the Chairman of the meeting shall have the casting vote.
- 6.3 A member may nominate another member being a currently serving member of any member Authority and attend a meeting on his or her behalf and exercise his or her vote(s) provided that written notice is given to the Director of The Group before the start of the meeting by the Chief Executive or other appropriate officer of the Member Authority or by the originally nominated member.

7. Office Holders

- 7.1 The Annual Meeting of The Group shall in each year appoint from amongst the members representing Member Authorities the following office holders:
- (a) A Chairman;
 - (b) Vice-Chairmen (The number of which shall be determined by the Annual Meeting making the appointment. One of the vice-chairmen shall be identified as First Vice-Chairman).
- 7.2 The Chairman and Vice-Chairmen of The Group shall also hold the same offices on the Executive.

7.3 Voting on the appointments shall be as follows:

Where there are more than two persons nominated for each position, and of the votes given there is not a majority in favour of one person, the name of the person having the least number of votes shall be struck off the list and a fresh vote shall be taken and so on until a majority of votes is given in favour of one person.

7.4 The Chairman (and in his/her absence Vice-Chairmen) will have the following responsibilities:

- (a) To promote The Group as a whole;
- (b) To uphold and promote the purposes of the Constitution and to interpret the Constitution where necessary;
- (c) To preside over meetings so that its business can be carried out efficiently; and
- (d) To ensure meetings are a forum for the debate of matters of common interest.

7.5 The Chairman and Vice-Chairmen will hold office until:

- (a) The next Annual Meeting of The Group; or
- (b) He/she resigns from the office; or
- (c) He/she is suspended from being a Councillor under Part III of the Local Government Act 2000; or
- (d) He/she is no longer a Councillor; or
- (e) He/she is removed from office by resolution.

7.6 In the event that the Chairman ceases to be the Chairman as a result of Article 7.5 (b), (c), (d) or (e) above The Group shall forthwith appoint a new Chairman of The Group and pending the appointment of a new Chairman all powers and functions of the Chairman shall be vested in the First Vice-Chairman.

8. The Executive

8.1 There shall be an Executive whose purpose shall be to provide strategic direction and conduct the normal day to day business of The Group apart from work delegated to the Group's Officers.

8.2 The Annual Meeting shall determine the terms of reference, delegated powers, size and composition of the Executive subject to a maximum of 10 members and may if felt necessary make Standing Orders for the regulation of their proceedings.

8.3 The Executive will where appropriate meet together with the Board of Directors of the Rural Services Partnership Limited to achieve Rural Services Network purposes. Where necessary separate votes will be taken.

- 8.4 The Chairman of The Group from time to time shall be Chairman of the Executive.
- 8.5 The Chairman and Vice-Chairmen may nominate another member being a currently nominated member of any Member Authority to attend an Executive meeting on his or her behalf and exercise his or her vote(s) provided that written notice is given to the Director of The Group before the start of the meeting.

9. Responsibility for Action

- 9.1 In matters of local government in general or which concern all Member Authorities, SPARSE Rural will speak for all its member authorities. SPARSE Rural cannot commit its individual Member Authorities to any particular course of action or to support or not support any particular policy position.

10. Meetings of The Group and Executive

- 10.1 Meetings of The Group and Executive shall be held on such days and at such places as may be decided by the Executive.
- 10.2 The Director shall ensure:
- (a) Not less than twenty-eight clear days before each ordinary meeting, and not less than two months before the Annual Meeting there shall be posted on The Group's website, a notice stating the date, time and place of the meeting; and
 - (b) Not less than ten working days before the meeting send to each Member Authority by email or post an agenda specifying the business to be transacted.

11. Nominated Officers and Staff

- 11.1 There shall be a Chief Executive and a Director of The Group appointed on such terms and conditions (including via a Contract for Service in respect of self employed persons if deemed appropriate) as the Executive may think fit and such other staff as may be necessary for the purpose of implementing The Group's and the Rural Services Network's aims and objectives.
- 11.2 The Group shall ask the Chief Executives of Member Authorities to provide advisors to support the work programme as necessary including financial and strategic service advisers.

12. Finance

- 12.1 The Executive shall submit for consideration to a meeting in each year a statement of estimated expenditure for the year commencing on the following first day of April.
- 12.2 The subscription and service charge for each year commencing on the 1st of April shall be at rates to be determined from time to time by The Group.

- 12.3 The Chief Executive shall be responsible for the preparation of an Income and Expenditure Account involving Sparse Rural and the Rural Services Partnership Limited jointly, each year, for their examination and certification by independent professional tax accountants and for the submission of those accounts to the The Group.
- 12.4 The income and property of The Group shall be applied solely towards the promotion of The Group's objectives.
- 12.5 The Group may invest, lend, or otherwise deal with monies not immediately required for its purposes in such manner as may be thought fit by the Executive and may borrow or raise money in accordance with financial regulations agreed by the Annual Meeting.
- 12.6 The Group may purchase, take on lease or otherwise obtain land to provide accommodation for the use of staff provided that if land or buildings are leased from a Member Authority this shall be on a basis that the rent paid is no more than a reasonable and proper rent in the circumstances.
- 12.7 The Chief Executive and the Director, or in their absence another appointed officer shall be authorised to enter into and execute all instruments, deeds or assurances on behalf of The Group.
- 12.8 The cost of attendance, travel and subsistence in connection with meetings of The Group shall be met by the member or officer's own authority. The Group itself will meet those costs in respect of members of the Executive attending Executive Meetings or otherwise representing the Group.
- 13. Resignation of Member Authorities**
- 13.1 Any Member Authority wishing to terminate its membership shall give not less than twelve months' notice, in writing, to the Director to expire on 31 March in any year.
- 13.2 Any Member Authority shall, upon ceasing to be a member of The Group, forfeit all right to and claims upon The Group and its property and funds, and, without prejudice to Article 14, shall pay such amount representing the authority's share of responsibility towards liabilities incurred by The Group on behalf of member authorities, including payments due to contractors, during the currency of the authority's membership, such share to be calculated having regard to the proportion which the subscription paid by that authority bears to the total annual subscription of The Group from its members in total.
- 14. Dissolution**
- 14.1 A motion for dissolution of The Group must be notified in advance as an agenda item for the Annual Meeting.

- 14.2 A motion for dissolution shall require a formal majority of at least two-thirds of members present with at least two-thirds of such authorities represented at the meeting, or through a postal vote procedure authorised by an Annual Meeting decision under the procedures outlined in 15.1 below.
- 14.3 In the event that The Group's funds should prove to be insufficient to discharge its liabilities Member Authorities shall contribute such additional sum as is required collectively to eliminate the deficiency pro rata to the level of their subscription.
- 14.4 In the event of a dispute between a member or former Member Authority and The Group as to the amount which an authority should contribute under this rule the matter shall be referred to arbitration.
- 14.5 The arbitration shall be conducted in accordance with the Arbitration Rules of the Chartered Institute of Arbitrators and the Arbitrator shall be asked to determine the extent to which an authority or authorities should contribute and to determine the matter in accordance with what is fair in all the circumstances. In the event that the Arbitrator issues a determination providing that a member or former member Authority is liable to contribute a specified sum under this Rule the authority shall pay the monies which the Arbitrator determines it ought to pay within sixty days of the issue of the award. The Arbitrator shall be appointed by agreement of Chief Executive and Director or in default of such agreement by the President for the time being of the Law Society.

15. Amendment to the Constitution

15.1 The Annual Meeting shall have power to amend this Constitution:

- (a) save that no amendments may be made to articles 12.4 or 13.1 and any purported amendments to those articles shall not be effective; and
- (b) provided that a motion in favour of each such amendment shall be passed by at least two thirds of members present and if necessary through the following additional procedures:

Where two thirds of those present vote for an amendment but less than two thirds of Member Authorities are present, then the amendment shall, at the request of the mover, be put to a postal ballot of the membership. The amendment shall be carried if it receives the support of at least two thirds of the ballot papers returned.

16. Urgent Decisions

16.1 The Chairman in consultation with the Vice-Chairman may take a decision which is a matter of urgency and is not delegated to the Officers. However, the decision may only be taken:

- (i) if it is not practical to convene a quorate meeting of the Executive; and
- (ii) if the Chairman of The Group agrees that the decision is a matter of urgency.

16.2 The reasons why it is not practical to convene a quorate meeting of the Executive and the consent of the Chairman to the decision being taken as a matter of urgency must be noted on the record of the decision. Following the decision, the Chairman will provide a full report to the next meeting of the Group or Executive explaining the decision, the reason for it and why the decision was treated as a matter of urgency.

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