



The Fairer Fostering Partnership Constitution

1. Name

The name of the Group is The Fairer Fostering Partnership [Fairer Fostering].

2. Objects

The objects of the Group are:

- a) Sharing news, trends and market changes to ensure that members are well informed about the service and trading environment.
- b) Undertaking joint activities and partnership activities that will enhance service and business activities for the group as a whole.
- c) Promoting the interests of the group member organisations to local authorities – e.g., fostering fortnight, statutory or regulatory changes.
- d) Sharing best practice – where there are learning opportunities, shared training opportunities and common interests in dealing with Ofsted directives.
- e) Setting and comparing benchmarks for quality assurance where minimum standards and best practice need definition in the operating environment.
- f) Promoting the use of the 'not for profit' sector agency companies by both Central and Local Government through shared objectives, common values and partnership working.
- g) Supporting and promoting the interests of group members where market trading practices and commissioning priorities may compromise or put at risk the 'child-centred service' approach of the group through openness and sharing of information.
- h) The group members may jointly decide to invite guest speakers for formal or informal presentations on subjects that will have practical value in improving service or management practice in member organisations.
- i) To lobby Central and Local Government and other key influences in the sector.

3. Attaining objects

The Group shall be empowered to do all things necessary which are incidental to and necessary for the attainment of the objects of the Group.

4. **Property of the Group**

The Group must apply all property and income of the Group towards the promotion of the objects or purposes of the Group. No part of that property or income shall be paid or otherwise distributed, directly or indirectly, to members of the Group, except in good faith in the promotion of those objects, purposes or in the proper discharge their duties as agreed by the Group.

5. **Powers of the Group**

- 5.1 To acquire, hold, deal with and dispose of any real or personal property.
- 5.2 To open and operate bank accounts.
- 5.3 To appoint agents to transact any business of the Group on its behalf for reward or otherwise.
- 5.4 Accept donations and gifts in accordance with the objects of the Group.
- 5.5 Print and publish any information by any media including newsletters, newspapers, articles or leaflets for promotion of the Group.
- 5.6 Organise social events for Members and the promotion of the Group; and
- 5.7 To enter into any other contract the Group considers necessary or desirable.
- 5.8 The exercise of all the above powers shall require a vote of at least 75% of members who are eligible to vote.

6. **Membership**

- 6.1 Membership shall be open to any person or group of persons who wish(es) to further the interests of the Group.
- 6.2 Any person seeking membership shall make an application to the Group, in the prescribed form, and the members in general meeting shall determine by a majority of 75% of the members eligible to vote, whether the application is successful or not.
- 6.3 Each person admitted to membership shall be:
 - 6.3.1 Bound by the Constitution and Rules of the Group.
 - 6.3.2 Become liable for such fees and subscriptions as may be fixed by the Group, except where exempted by these rules.
 - 6.3.3 Entitled to all advantages and privileges of membership.
- 6.4 **Membership categories:**
 - 6.4.1 **Ordinary member:** any Independent Fostering Agency that is a registered charity 'not for profit' organisation, co-operatives, social enterprises, community interest companies and whose primary, but not necessarily sole activity, is fostering.
 - 6.4.2 **Honorary member:** Any individual(s) of good standing who is (are) interested in and seeks to promote the cause of fostering or similar child centred service. Any Honorary Member will not have any voting rights and will not pay membership fees.

6.5 A member may at any reasonable time inspect the records and documents of the Group.

7. Subscriptions

7.1 Subscriptions shall be paid by ordinary members in respect of the period from the 1 April to the 31 March of each year. Such subscriptions shall be set such a level as ordinary members may determine by a majority of 75% of members eligible to vote. The subscription for the following financial year shall be set in January of each year.

7.2 Subscriptions shall not be paid by Honorary members unless the ordinary members determine otherwise.

7.3 Subscriptions shall be paid by the 31 March in respect of the subscription due for the following year.

7.4 Members shall not be eligible to vote on any matter if, at that time, they are in arrears with their subscription.

8. Termination of membership

8.1 Any person's membership may be terminated by the following events:

8.1.1 Resignation.

8.1.2 Expulsion.

8.1.3 A member's annual membership fee remains unpaid after 2 months of falling due.

8.2 The members shall have the power, by a vote of at least 75% of the members eligible to vote, to suspend or expel any member of the Group for:

8.2.1 False or inaccurate statements made in the member's application for membership of the Group.

8.2.2 Breach of any rule, regulation of the Group; and

8.2.3 Any act detrimental to the Group, after having undertaken due inquiry.

8.3 Any member who is expelled, suspended or has their membership terminated, shall have the right to appeal against their suspension or expulsion by presenting their case to a General Meeting called for such purpose and the decision of the General Meeting shall be final.

9. Honorary Officers

9.1 Officers may be elected in general meeting by ordinary members as follows:

9.1.1 **Honorary Chair** – whose prime duty will be to chair the meetings of the Group and to represent its interests to opinion formers, decision makers and the public generally.

9.1.2 **Honorary Vice Chair** – to assist and support the Honorary Chair.

9.1.3 **Honorary Secretary** - to manage the secretarial and financial administration of the Group.

9.2 Members in general meeting, may decide, from time to time, to pay an honorarium to officers in recognition of the duties which they exercise on behalf of the group.

9.3 Expenditure incurred by Honorary Officers in the furtherance of the business of the Group, may be reimbursed, subject to agreement of the Group.

9.4 If the Chair or Vice Chair is unable to attend, then a chairperson nominated by the meeting shall chair that meeting.

10. General meetings

10.1. General Meetings may be called at the request of the Honorary Chair or Honorary Vice Chair
or at the request of the majority of members of the Group.

10.2. The Honorary Chair shall give at least seven (7) days notice, in writing, of the date of meetings to the members. Notice of meetings shall set out clearly the business for which
the meeting has been called.

10.3. The quorum at the General Meeting shall be a minimum of half the members, plus one.

11. Voting

11.1 Voting powers at the General Meetings:

11.1.1 Each ordinary member present shall have one (1) vote.

11.1.2 A member voting by electronic means (e.g. email, Facebook) sent to and received by the Chair prior to or during a vote shall be deemed to be a valid exercise of that members vote.

12. Finance

12.1 All funds of the Group shall be deposited into the Group's accounts at such bank or recognised financial institution as the members may determine.

12.2 All accounts due by the Group shall be paid by cheque or electronic means after having being passed for payment by members.

12.3 A statement showing the financial position of the Group shall be tabled at each Members Meeting by the Honorary Secretary.

12.4 The financial year of the Group shall commence on the 1st April. The accounts, books and all financial records of the Group may be audited at the request of the majority of members in general meeting.

12.5 The signatory to the Group's account(s) shall be the Honorary Chair.

13. Alternations to the Constitution

No alteration shall be made to the Constitution except at the General Meeting called for that purpose and notice of all motions to alter, repeal or add to the Constitution shall be given to members at least seven (7) days prior to a General Meeting called for such purpose. The

agreement of 75% of the members who are eligible to vote, shall be required to amend the Constitution.

14. **Dissolution**

If, on winding up of the Group, any property remains after satisfaction of the debts and liabilities of the Group and the costs, charges and expenses of that winding up, that property (known as residual property) , providing it exceeds £2000, shall be distributed equally among its members. If the residual property amounts to £2000 or less, it shall be distributed to:

- a) Another association having objects similar to those of the group or
- b) A charity involved in the provision of services to looked after children