

DATED

15th May 2007

CONSTITUTION FOR THE FORUM
OF THE
LINCOLNSHIRE BIODIVERSITY PARTNERSHIP

This Constitution is made the 15th day of May 2007 between the Parties listed in Schedule 1 hereto.

WHEREAS

- a) The Parties hereto being statutory or not-for-profit organisations have entered into a Partnership Agreement of even date for the management and operation of the Lincolnshire Biodiversity Partnership.
- b) The affairs of the Partnership are to be managed by a Forum.

IT IS AGREED as follows:

1. ESTABLISHMENT & MEETINGS

- 1.1. This Constitution should be read in conjunction with the Partnership Agreement of even date herewith.
- 1.2. The Forum is hereby constituted and shall be known as the Biodiversity Partnership Forum.
- 1.3. The first meeting of the Forum shall be held within six months of the date of this agreement.
- 1.4. The Forum shall meet not less than once in each financial year (1 April-31 March).

2. MEMBERSHIP

- 2.1. All of the Parties at any time existing as defined in Clause 6 of the Partnership Agreement shall have the option to attend and vote at meetings of the Forum.
- 2.2. Each of the Parties shall signify in writing if they wish to be represented on the Forum and shall specify the name and contact details of the person to represent them and one Alternate.
- 2.3. The details provided in 2.2 shall remain valid for the financial year following unless notice in writing is received by the Forum of a change. Each of the Parties shall update their details at least annually.
- 2.4. Each of the Parties may fill a casual vacancy or otherwise change their representative and/or alternate by written notice to the Forum at any time.
- 2.5. If the Chairman is a representative of one of the Parties that party shall be entitled to appoint a replacement representative.

3. VOTING

- 3.1. Each of the Parties shall have one vote.
- 3.2. Decisions shall be on the basis of a simple majority except in the case of proposed changes to the Partnership Agreement and the approval of new Parties which shall require a two thirds majority.
- 3.3. The Chairman if not a representative of one of the Parties shall be entitled to vote in her/his own right.
- 3.4. The Vice-Chairman shall be entitled to vote on behalf of his/her appointing Party.
- 3.5. The Chairman (or Vice-Chairman or other person in the chair) shall in addition have a casting vote in the event of equality of votes.

4. ROLE

- 4.1. The role of the Forum is to determine the strategic direction of the Partnership.
- 4.2. The Forum has the following specific responsibilities:
 - To oversee the operation of Biodiversity Services on behalf of the Parties.
 - To act as a focus for the consideration of biodiversity action planning and for environmental data and to advise the parties and others accordingly.
 - To ensure that LBAP, LERC and Wildlife Sites operate within the terms of the Partnership Agreement and this Constitution.
 - To advise the Parties on future needs, development and innovation relating to LBAP, LERC and LWSs.

5. CHAIRMAN & VICE-CHAIRMAN OF FORUM AND THE STEERING GROUP

- 5.1. The Forum shall appoint a person (whether one of their number or not) to act as Chairman.
- 5.2. The Forum shall appoint one of their number to act as Vice-Chairman.
- 5.3. The initial appointments shall be for a period commencing at the first meeting of the Forum following the date of this Agreement and terminating at the first meeting of Forum following the expiry of one year.
- 5.4. Thereafter appointments shall be for periods to be determined by Forum of up to three years terminating on 31 March.
- 5.5. The Chairman shall ordinarily chair meetings of the Forum. In the absence of the Chairman the Vice-Chairman shall take the chair. If neither are present then the voting members may elect a member to act as Chairman for the meeting.

5.6. The Chairman and Vice-Chairman shall act in the same capacities in respect of the Steering Group.

6. STAFF & OBSERVERS

6.1. Any of the Parties may send up to two persons in addition to their appointed Representative to any meeting. Persons above this number may attend at the Chairman's discretion.

6.2. Staff of the Biodiversity Services shall ordinarily attend meetings as required.

6.3. The Forum or the Chairman may invite other non-voting observers to attend meetings when their presence is deemed helpful to the business to be discussed.

7. QUORUM

7.1. The quorum for the taking of decisions by the Forum shall be not less than five voting members.

7.2. Failure to achieve a quorum within thirty minutes of the time specified on the agenda paper of the meeting of the Forum shall render the meeting adjourned. The secretariat shall reconvene the meeting within 30 working days.

7.3. Any meeting of the Forum which becomes inquorate shall cease its business until a quorum is re-established provided that this occurs within 30 minutes. Otherwise it shall be adjourned and reconvened at the Chairman's discretion.

8. FREQUENCY & VENUE

8.1. Meetings shall be held as necessary to deal with the business at hand but not less than once each financial year in order to approve the Annual Report & Financial Statements.

8.2. The Forum may be convened at any time by the Steering Group or on the requisition of not less than two thirds of the Parties.

8.3. Fourteen days notice of the date and time of a meeting shall be given to the Forum Members.

8.4. The agenda for the meeting and minutes of the previous meeting shall be distributed to the Members at least five working days before the date fixed for the meeting.

8.5. The venue shall be determined by the Steering Group or its Chairman.

9. POLICIES & PRECEDENTS

9.1. The Forum shall at the date of this Agreement adopt all policies and practices as agreed under the previous working arrangements for LBAP, LERC and Local Wildlife Sites.

- 9.2. Notwithstanding 9.1 above the Forum may at any time change, create or discontinue any policy or practice previously agreed.

The Forum shall keep under review all policies and practices and shall cause these to be written down in a suitable form for the reference of Members, staff and the Parties hereto, such policies and practices to be written into the Service Level Agreement for the Host.

10. AMENDMENTS TO THE CONSTITUTION

- 10.1. This constitution may be amended or added to by resolution of a two thirds majority of the Forum subject to the following:

- Any change or addition is consistent with the Partnership Agreement.
- The proposed amendment or addition shall not take effect for a minimum period of 60 days.
- The Chief Executive or other notified Principal Contact shall be notified of the proposed change in writing and sent a copy of the relevant minute within 10 working days of the meeting at which the proposal was made.
- If any of the Parties raises an objection before the expiry of the 60 day period the change or addition shall be suspended and implemented only on the further vote by a two thirds majority of the Forum at which time the change or addition will have immediate effect.

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Dated 15th May 2007

Signed on behalf of	
Signed	
Name	
Position	
Date	