

MARSTON VALE COMMUNITY RAIL PARTNERSHIP CONSTITUTION

1. INTRODUCTION.

1.1. The Marston Vale Community Rail Partnership (MVCRP) aims to achieve positive and imaginative development of the Bedford-Bletchley railway in ways which also benefit the places served by it. It sees the line as an essential link for the local communities along the line; as a sustainable connection between Bedford and Milton Keynes; and as part of the projected strategic East West Rail link through an area planned to have major expansion. It intends to work with all interested parties to promote the social, economic and environmental wellbeing of the local communities.

2. AIMS AND OBJECTIVES.

2.1. Aims:

- i). To increase the ridership, profile and community involvement of the Marston Vale railway.
- ii). To encourage and promote rail travel for residents, visitors, business users and schoolchildren, including by participation in the progression of regeneration, tourism/leisure and community development projects.
- iii). To therefore enable local communities to increase their economic, social and environmental welfare.
- iv). To develop the railway to put it on a more sustainable basis for the medium to long term, and so to enable it to become part of the proposed East West Rail route.

2.2. General Objectives:

- i). To increase community involvement with the railway, by bringing together a range of local people and organisations who share the above aims.
- ii). To develop practical ways of raising the line's profile through this community involvement; promotions and marketing; and sponsorship schemes.
- iii). To develop new appropriate uses for stations and their buildings that provide new and improved facilities; thus make stations more user-friendly; and so encourage use of the train.
- iv). To develop projects along the railway to encourage its use and at the same time enhance the economic, social and environmental welfare of the area.
- v). To improve integration with complementary forms of transport.
- vi). To increase accessibility for all to the trains, stations and the places they serve, including Bedford and Bletchley.
- vii). To contribute to reducing traffic congestion, and to improving road safety and air quality.
- viii). To reduce the gap between revenue and costs, and so reduce the government subsidy per person.
- ix). To identify sources of funding to carry out projects aimed at achieving the above, and if appropriate to employ people to do this.

2.3. In the execution of the above, the Partnership will follow the principles of equal access and equal opportunity, and will try to ensure that the needs of people with disabilities and those without access to private transport are met.

2.4 The above aims and general objectives can be changed at the Annual General Meeting or at specially-called Special General Meetings, with at least two thirds of the Partners present voting in favour of the change. Other more specific objectives, as listed in the Partnership's Business Plan, and Actions listed in the Action Plan (which forms an Appendix to the Business Plan), can be changed or added to or deleted at Steering Group meetings (see 3.4 below).

3. STRUCTURE OF THE PARTNERSHIP.

3.1. The Partnership may comprise representatives of the following organisations (which will be known as Partners):

- *Bedfordshire County Council.
- *Milton Keynes Council.
- *Bedford Borough Council.
- *Mid-Bedfordshire District Council.
- *Parish Councils on the line of route.
- *Silverlink Trains Ltd., or their successor in the event of a new franchisee.
- *Network Rail.
- *Bedfordshire Rural Transport Partnership.
- *Forest of Marston Vale.
- *Bedford-Bletchley Rail Users Association.
- *Voluntary, youth and community groups.
- *Local residents associations and interest groups.
- *Local businesses.
- *Tourism organisations.
- *Other bodies that support the project.

3.2. The Partnership may nominate a President and Vice-President, who will have only a nominal role within the Partnership. Those nominated must have a substantial commitment to the line and the surrounding communities, with a distinguished record of community service. Additional vice-presidents can be appointed if the Partnership considers it beneficial.

3.3. The Partnership will have a consensus approach to its work, with decisions being taken by general agreement. Only in very exceptional circumstances will a decision be made by vote, with a two-thirds majority being required. A quorum of 50%+1 of Steering Group members is required.

3.4. The Partnership will normally meet at least once per year, at its Annual General Meeting, but may meet more often if the Steering Group decides by consensus or majority decision that a Special General Meeting is required, as outlined in 8.2.

3.5. The Partnership will execute its functions through:

*The Steering Group to provide direction and specify the projects to be undertaken, as defined by the general objectives and the specific objectives, and as then listed in the Action Plan.

*A Community Rail Partnership Officer to carry out the work specified by the Steering Group, including through the Local Action Groups (see below), and to carry out the day to day responsibilities of the Partnership.

*Local Action Groups, to execute (some of) the projects specified by the Steering Group.

4. PARTNERSHIP MEMBERSHIP CRITERIA.

4.1. The Marston Vale Community Rail Partnership is a non-party political organisation. Political parties and their representatives are therefore not eligible for membership. Elected councillors and local government officers are eligible for membership as representatives of local authorities or other groups. Other organisations as defined at 3.1. above are eligible for membership, which is approved (or not) by the Steering Group.

4.2. Membership of the Partnership and Steering Group is not limited to one particular representative per Partner, but it is desirable to have the same representative regularly attending meetings.

4.3. Individuals are encouraged to participate by joining the Bedford-Bletchley Rail Users Association, who will represent them on the Partnership Steering Group.

4.4. There is no membership fee for corporate bodies in recognition of the fact that time and other forms of support have a value. However, the Partnership welcomes donations from corporate bodies, who may or may not be Partners, to enable it to do its general work efficiently or to further individual projects.

5. THE STEERING GROUP.

5.1. The Steering Group will meet at least every quarter and not less than four times per year. It must comprise, and will initially consist of, one representative from each of:

*Bedfordshire County Council.

*Milton Keynes Council.

*Bedford Borough Council.

*Mid-Bedfordshire District Council.

*Bedfordshire Rural Transport Partnership.

*Forest of Marston Vale.

*Bedford-Bletchley Rail Users Association.

*Silverlink Trains Ltd. (or their successor in the event of a new franchisee).

*Network Rail.

Other Partners can propose themselves as additional members of the Steering Group, to be approved or rejected by the existing Steering Group.

5.2. The responsibilities of the Steering Group are:

*To draw up, agree and change when appropriate the Business Plan and the resulting Action Plan, which contains projects that fulfil the agreed aims and objectives of the Partnership.

*To prioritise the projects set out in the Action Plan.

*To appoint and oversee the work of the Community Rail Partnership Officer.

*As appropriate, to implement, or to instruct and oversee the Community Rail Partnership Officer in his/her implementation of, any of the Projects set out in the Action Plan; and to carry out, or assist the Community Rail Officer with, the practical progression and implementation of the projects, including by identifying and facilitating funding opportunities and potential partners and contacts, and by other ideas.

*To monitor the progress of projects, and to ensure they are completed within the agreed timescale.

*To evaluate and measure the success of projects.

*To provide a link to their own organisations and elected members to promote the concept of the Partnership.

5.3. The Steering Group will elect a Chair and a Vice-Chair from its membership. The secretarial role will be undertaken by the Community Rail Partnership Officer. The Steering Group may also delegate other functions of its membership, e.g., responsibility for media relations or project management.

5.4. Each Partner represented on the Steering Group will be required to make a financial or in-kind contribution (including labour which must not comprise only attendance at meetings) agreed by the Steering Group, during each financial year.

5.5. Additional members of the Steering Group can be elected annually at the Partnership's Annual General Meeting, subject to Steering Group approval.

5.6. Steering Group decisions will generally be reached by consensus, but if it is generally felt that a vote is required on major issues, notably when committing allocated expenditure, a majority vote will be required, with the Chair having an additional casting vote in the event of a tie. Each Partner represented on the Steering Group will have one vote. The Community Rail Partnership Officer will not have a vote. (See also 8.1. below). A quorum of 50%+1 of Steering Group members is required.

6. LOCAL ACTION GROUPS.

6.1. The Steering Group can establish Local Action Groups, which can engage in projects such as business liaison; school and college liaison; leisure and recreation; station adoptions and improvements; and promotions and publicity.

6.2. The Steering Group will decide the remit and composition of each Local Action Group (which might deal with only one project or several), though

these can be changed by a later Steering Group in the light of subsequent experience and advice from the Community Rail Partnership Officer. Local Action Groups will consist of a member of the Steering Group, and representatives of Parish Councils, community organisations/groups, local interest groups, local business and/or local interested individuals, as determined for each Local Action Group by the Steering Group. They would be led by somebody identified by the Steering Group. The Community Rail Officer can be involved in their projects, and can attend their meetings to offer advice and help.

6.3. As led by the identified individual, Local Action Groups therefore:

- *Assist in implementing projects identified in the Action Plan by the Steering Group.

- *Monitor progress of these projects and ensure they are completed within the agreed timescale.

- *Meet regularly to coordinate and offer support in implementing these projects.

- *Give regular reports on their work to the Steering Group.

6.4. A prime aim of at least some of the Local Action Groups is adoption of their local station, under the Stations Adoption scheme. Adoptions should be attained through the “Adoption Agreements”, which are short legal documents setting out the commitments, responsibilities and limits of responsibility of each involved party (usually the Local Action Group, the Train Operating Company and Network Rail).

7. THE COMMUNITY RAIL PARTNERSHIP OFFICER.

7.1. The Partnership will appoint a suitably qualified paid Community Rail Partnership Officer to lead the day-to-day functions of the Partnership, the Steering Group and the Local Action Groups, and to be responsible for implementation of the projects identified in the Action Plan by the Steering Group. He/she will report to the Steering Group, and will initially be an employee of Bedfordshire Rural Communities Charity, but may later become an employee of a Marston Vale Community Rail Partnership Company, should this be set up as a legal entity.

7.2. The responsibilities of the Community Rail Partnership Officer are as defined by the Steering Group in the Business Plan, and are contained in the Officer’s job description.

8. MEETINGS.

8.1. Annual General Meeting (AGM).

- *The AGM will normally be held in the first quarter of each financial year.

- *Only the AGM, or a Special General Meeting (see 8.2. below) has the power to amend the constitution (including membership of the Partnership and Steering Group), needing a majority of at least two thirds to do this, and one

month's notice should be given in writing to the Community Rail Partnership Officer of any proposed change.

*Any additional members of the Steering Group approved for membership of it by the original Steering Group will be elected annually at the AGM.

*Each Partner will have one vote provided they have made a financial or in-kind contribution (including labour but excluding attendance at meetings) agreed by the Steering Group, during each financial year.

*One month's notice of the AGM will be given in writing to all Partners. The agenda will be confirmed in writing at least two weeks before the date of the AGM, and will include consideration of the Annual Report, to be prepared by the Community Rail Partnership Officer and approved for presentation at the AGM by the Steering Group.

8.2. Special General Meetings.

*A Special General Meeting will have all the powers of the AGM.

*A Special General Meeting can be called if either: two-thirds of the Partners entitled to vote at a Partnership meeting decide it; or if ten or more Partners request it in writing.

*A Special General Meeting will be called within six weeks of a valid request, and notice will be given in accordance with the rules for Annual General Meetings.

*Voting will be as for AGMs.

8.3. Other Meetings.

General meetings, in addition to the AGM, are at the discretion of the Steering Group.

9. PRINCIPLES OF BEHAVIOUR.

9.1. The Partnership will abide by the principle of equal access and equal opportunity for all.

9.2. Every Partner, whether a corporate body or individual, will be accorded the same degree of respect and consideration by all other Partners. Behaviour contrary to this, in particular that which causes offence on grounds of race, gender, disability or age, will be deemed suitable grounds for expulsion from the Partnership.

9.3. Though the Partnership wishes to encourage local business development, it would be contrary to the spirit of the Partnership for one business to seek advantage over another through membership of the Partnership.

10. SUBSIDIARY OPERATIONS AND CHARITABLE STATUS.

10.1. The Partnership may seek charitable status if the Partners agree. It may also take part in commercial activities in accord with its aims and objectives, and may need to consider the establishment of trading subsidiaries if this is

the case. These will not be allowed to compromise any of the restrictions on trading that may apply to individual Partners.

11. MEDIA RELATIONS.

11.1. All CRP communications with the media must be with the agreement of the Steering Group; or with the agreement of the Chair and the Community Rail Partnership Officer and with two other appropriate Steering Group members, if the issue is of sufficient urgency to warrant this.

12. GENERAL.

12.1. Campaigning Activity.

The Partnership is primarily a development and promotion group, not a lobbying organisation. Any campaigning activity will be undertaken only by the fullest possible agreement of all the Partnership's member organisations given at an AGM or a Special General Meeting.

12.2. Rail User Groups.

The Partnership recognises that the Bedford Bletchley Rail Users Association (BBRUA) is a well-established lobby group on behalf of users of the line, and supports its continued and effective existence. In recognising the distinct roles of the two organisations, the Partnership sees it as essential that the two groups work in harmony and cooperation.

12.3. Assistance from Other Organisations.

The Partnership may call upon assistance from other organisations like ACORP and the DfT Community Rail section in carrying out its normal activities. This participation may include attendance at Partnership, Steering Group or Local Action Group meetings.

13. FINANCE.

13.1. At least initially, Bedfordshire Rural Communities Charity will act as the fundholder for the Partnership (subject to a stand-alone Service Level Agreement between them and Bedfordshire County Council), setting up a specific account for that purpose within its financial structure. Contributions from other partners will be held in that account, and a statement of the current balance and the transactions undertaken on behalf of the Partnership each year will be presented for the approval of the members at the AGM.

13.2. For as long as the above arrangement is in force, the procurement of goods and services on behalf of the Partnership will be in accordance with Bedfordshire Rural Communities Charity's own regulations and practices.

13.3. The Partnership may decide at some time in the future to set up an independent bank account and financial system, in which case a revision to this Constitution will be required.

13.4. As the Partnership is an unincorporated body, there will be no financial liability on the Partnership as a whole or on individual Partners carrying out Partnership business. Silverlink Trains Ltd. (or their successor in the event of a change of operator) will assume legal liability.

14. DISSOLUTION.

14.1. A decision to suspend or disband the Partnership will be taken only at an AGM or a Special General Meeting. Any assets remaining on dissolution will be allocated to another organisation or other organisations having as nearly as possible similar aims to or interests as the Partnership.

15. APPROVAL OF THIS CONSTITUTION.

This Constitution was adopted at the inaugural meeting of the Marston Vale Community Rail Partnership on 20th February 2007.

Signed on behalf of the Committee by:

Print Name:

Signature: