

Dorset and Somerset Training Provider Network

CONSTITUTION

(Work based learning refers to Apprenticeships, e2e and Train to Gain)

1. NAME

- 1.1. The name of the Network is "Dorset and Somerset Training Provider Network" (hereinafter referred to as "the Network")

2. OFFICE

- 2.1. The address of the Network shall be:

3. USE OF NAME

- 3.1. The name of the Network shall be quoted on all documents and other official publications of the Network and on all cheques and orders for money or goods purporting to be signed by or on behalf of the Network and on all bills, invoices and letters of credit of the Network.

4. OBJECT

The objects for which the Network is established are:

- 4.1. To encourage all Work Based Learning (WBL) providers in Dorset and Somerset to form a credible organisation that the Local Learning and Skills Council (LSC) or their successors will recognise, and consult with on matters affecting WBL.
- 4.2. To promote and advance Work Based Learning in keeping with the strategic direction and priorities of the regional LSC.
- 4.3. To operate as a support network in the exchange of information, sharing of best practice and the resolution of issues and problems.
- 4.4. To secure a voice on other learning partnerships so as to be able to influence direction and decisions on issues which involve the development of learners or affect Work Based Learning.

In furtherance of the above objects, the Network will have the following powers:

- 4.5. To hold regular meetings in support of the Network's objects and to obtain agreement on further and future actions as well as the sharing of working models of how other groups or providers are operating. In addition, to discuss strategic learning and development issues within Dorset and Somerset
- 4.6. To appoint sub-groups and working committees to undertake specific tasks, research or other such activities as agreed by the members
- 4.7. To work with the LSC on local matters to influence systems, procedures, methods of working, bid specifications and other similar issues
- 4.8. To undertake appropriate activities to promote, develop and strengthen the membership and network of Work Based Learning providers in Dorset and Somerset
- 4.9. To compile and issue a collective response to nominated consultative policy documents at local, regional and national level
- 4.10. To inform and influence policy and decision-making, regarding Work Based Learning and related issues, such as funding, at a local level
- 4.11. To act as a forum for the discussion and sharing of views on the latest developments in areas such as learner recruitment, retention, achievement, quality, contracts, and related strategic issues
- 4.12. To obtain grants (or development funds from any source) for the purposes of the Network and/or its members and to carry out the terms of any such grants

- 4.13. Subject to the general agreement of the membership, to undertake any other lawful activity necessary to the carrying out of the Network's main objects.
- 4.14. To periodically reflect on the Network's purpose and objects and to make changes to the constitution or introduce rules as appropriate and as agreed by the membership.

5. MEMBERSHIP

- 5.1 The rules of membership are contained within Appendix A to this document.
- 5.2 The rules may be amended at any meeting by a simple majority vote providing that a quorum of members is present and the proposed rule change has been published as an agenda item and circulated to all members 5 days in advance of the meeting.
- 5.2 The current membership list is contained within Appendix B of this document

6. MANAGEMENT

- 6.1. The management of the Network shall be vested in Executive Committee who will be accountable to the General Membership.
- 6.2. The Executive Committee will be supported by Network Development Manager to facilitate the network.
- 6.3. Nominations for these Offices must be submitted to the Network Development Manager at least 10 days prior, or at the Annual General Meeting.
- 6.4. Members present shall elect the Officers at the Annual General Meeting, from nominations received.
- 6.5. The appointed Officers shall serve for a 12 month period commencing from the time of appointment. With the agreement of members any officer may be re-elected.

7. MEETINGS

- 7.1. The Network shall in each year hold a Meeting as its Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it.
- 7.2. The Annual General Meeting shall be held within three months of the end of the Network's financial year. Notification of the AGM will be circulated to all Members giving 15 working days notice.
- 7.3. Any proposal that a member wishes to have put to the vote at the AGM which, if implemented, would affect the running of the Network, should be submitted to the Network Development Manager in writing, 10 calendar days prior to the meeting. Any other matters affecting the running of the Network may be raised and then discussed at the AGM under "Any other business" but may not be voted upon.
- 7.4. A special meeting shall be called at any time by the Network Development Manager at the request of the Executive or on the written request of at least 10 Members of the Network. At least 5 days notice shall be given of any such meeting in writing to all Members. No business other than that named in the notice shall be brought before a special meeting.
- 7.5. All members shall be entitled to attend, speak and vote at a Members Meeting or Annual General Meeting. Voting at a Meeting shall be by a show of hands and every member present shall have one vote. If voting is equal the person presiding shall have a second casting vote. No member shall be entitled to vote at any Meeting unless all monies presently payable by that member to the Network have been paid.
- 7.6. Member meetings will take place at least quarterly and the Network Development Manager shall issue an Agenda at least 10 days prior to each meeting.
- 7.7. Minutes of each meeting will be recorded by the Network Development Manager or other Officer and distributed to members and made available to other interested parties as agreed by the Members.
- 7.8. The accidental omission to give notice of meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

8. QUORUM

- 8.1. No business shall be transacted at any meeting unless a quorum of Members is present at the time when the meeting proceeds to business.
- 8.2. A Quorum for a special meeting or AGM shall consist either 6 Members or 20 per centum of all voting Members whichever is the lower number being present in person. This must include at least one Officer of the Executive
- 8.3. Each Member present shall be entitled to one vote on each motion.

9. CONSTITUTION

- 9.1. A copy of the constitution shall be available to all Members at all times.
- 9.2. The constitution may be amended only at a Members Meeting called for that purpose
- 9.3. Notice of any proposed amendment to the Constitution shall be advised to all Members at least 28 days prior to the date of the meeting to which the amendment is to be submitted. Any amendment shall require the votes of at least two-thirds of the Members present at such meeting.

10. CO-OPTION

- 10.1. The Executive Committee shall be empowered to co-opt other Members for special purposes and to fill vacancies during the year.

11. POWERS OF THE EXECUTIVE

- 11.1. The Executive shall control the running of the Network and shall have the power to purchase such articles and do all such things as it may deem necessary for the carrying out of the objects of the Network.
- 11.2. The Executive shall cause proper minutes to be kept of the proceedings of all meetings or any sub-committee thereof.
- 11.3. The Executive shall have no power to commit the Network to any significant commitment, objection, financial or otherwise without the express authority of the members.
- 11.4. The Executive have the power to hold meetings of the Officers for the purposes of running the Network. Any minutes will be duly recorded and made available to any members wishing to view them.
- 11.5. Any Officer of the Executive co-opted to fill a vacancy upon the retirement of a predecessor shall hold office only for the remaining period for which the predecessor had been elected.

12. ACCOUNTS

- 12.1. The financial year for the Network shall run from 1 August to 31st July
- 12.2. Cheques shall be signed by any two of the following: Chairman, Vice Chairman, or Network Development Manager.
- 12.3. The Executive shall cause accounting records to be kept in accordance with recognised accountancy standards.
- 12.4. The books of account shall be kept at the offices of the Network Development Manager, or, subject to agreement of the Executive at such other place as they deem appropriate, and shall always be open to inspection by any member of the Network.

13. AUDIT

- 13.1. The Executive shall in each year of account, appoint a competent person to audit the accounts and balance sheet for that year.
- 13.2. Such accounts are to be presented to the Members at the AGM and subsequently approved and adopted by the Members.

14. SUBSCRIPTIONS

- 14.1. The annual Membership fee shall be determined at the AGM and may be varied from time to time at a level to be agreed by the Members. The membership year will commence 1st August each year.

15. DISSOLUTION

- 15.1. The Network may at any time be dissolved by the consent of two thirds of the Members present, at a special meeting called for that purpose. Any cash balances will be distributed to current members based on their length of membership.

16. DISCIPLINE

- 16.1. Any Members considered by the Executive or the general membership to have been guilty of conduct calculated to bring discredit to the Network shall be suspended from the Network, for a period determined by the Membership, or expelled.

17. SETTLEMENT OF DISPUTES

- 17.1. The Executive shall settle all disputes between a Member and an Officer of the Network, unless the Executive or member wishes to refer the matter directly to a special meeting. In this event the matter will be duly discussed and put to the vote. The majority vote of the members attending shall be final.

18. REVISIONS

End

Appendix A

Rules of Membership

- 1) The number of members with which the Network proposes to be registered is unlimited.
- 2) Subject to the majority agreement of the members, membership is open to any organisation delivering Work Based Learning and contracting with the Dorset and Somerset Learning and Skills Council or the relevant successor.
- 3) Each Member shall be bound by this Constitution and by any further or additional rules that are made by the Members, in accordance with the Constitution, from time to time and notified in writing to the Member.
- 4) Membership is to run for twelve months from 1st August each year.
- 5) The Members, at the Annual General Meeting, shall determine details of the membership fees and/or subscriptions for each year. Each Member must pay the annual membership fee applicable when making the application. A Member may join during the financial year, in which case the Member shall pay a proportion of the membership fee, which the Executive considers reasonable.
- 6) Membership shall be renewable annually. The annual membership fees shall be determined in accordance with 14.1 above and invoiced to the Member within three months of the AGM. Upon renewal, each Member must pay the annual membership fee within one month after the date of the invoice. If the Member fails to pay the membership fee within this time scale, then the privileges of membership shall be suspended until it is paid.
- 7) New Members shall apply for Membership using such form as the Executive, with the approval of the membership, determines from time to time. The Members shall consider each application for membership at the next available meeting of Members. Members have the discretion to refuse membership to any organisation without giving a reason. Entitlement to the benefits of membership shall commence upon notification by the Executive of acceptance of membership.
- 8) The Executive or Network Development Manager shall publish from time to time the benefits and privileges that are available to Members as a result of membership. These privileges shall be consistent with the objects and status of the Network. The Members, at a meeting of members, may agree to vary, suspend or withdraw these privileges at any time and will instruct the Executive to notify all members in writing of any such changes. A Member shall not be entitled to any refund for any given financial year arising from any such changes to the privileges of membership.
- 9) Members shall nominate either a Director or their WBL Scheme Manager as their main representative to the Network and give that representative the necessary authority to vote on matters on behalf of their organisation. In addition, each member may nominate one named deputy. That deputy shall be either a WBL Contracts Manager or other senior decision-maker within their organisation. Meeting attendance shall be restricted to two representatives per member.
- 10) Members are required to respect the confidentiality of the views and information provided by any other Member.
- 11) If any Member commits a material breach of these constitutional rules, then the Members have the power to suspend the privileges of membership for such period that they consider appropriate. In the case of a serious breach that is either not capable of remedy or which the Member fails to remedy having been given reasonable notice by the Executive to do so, or if the Member becomes insolvent, then, in any of these cases, the Members may terminate membership immediately by notice in writing to the offending Member.
- 12) The Network will keep all information supplied to it by the Members secure and confidential and will use it only for processing the membership application; administering membership and in furtherance of the objects of the Network as are notified to the Members from time to time. All information will be held and processed in accordance with the provisions of the Data Protection Act.
- 13) If there is any dispute about the operation of this constitution or if a Member objects to any action taken by the Network in connection with its membership, the matter shall be referred to the next available meeting of Members. The Member shall be entitled to attend the meeting to make representations. The Executive will notify the Member of the Membership's decision in writing as soon as possible after the meeting. This decision shall be binding on the Member.

Appendix B

Network Members

Acacia Training & Development
Accountancy Plus Training Ltd
Age Concern
Aspire Training Team
Avon Vale Training
Bournemouth & Poole College
Bournemouth Adult Learning
Bridgwater College
Brockenhurst College
Centre for Management and Professional Development
College of Animal Welfare
Connexions BDP
Connexions Somerset
Intraining (CBE) Ltd
Didac Ltd
Dorset & Somerset LSC
Dorset Adult Learning
Dorset County Council
Eastleigh College
Education Youth Services
Hair Academy South West
Honeywell Aerospace Yeovil
Hudson & Hughes
Inspire to Independence Ltd
Kingston Maurward College
Locomotivation
NACRO
Norton Radstock College
NVQ UK
Paragon skills for industry
Poole Adult Learning
Poole Hospital NHS Trust
Protocol Skills
Quality Training Consultants
Richard Huish College
Serco Defence, Science & Technology
Smart Training
Somerset College
Somerset Skills & Learning
Strode College
SWRAC
Training Enterprise
The Training and Learning Company Ltd
UFI
VT Training

Wessex Training and Assessment Limited
Weymouth College
Yeovil College