



## CONSTITUTION 2024

As adopted by the CLEAPSS Governing Body July 2024

### 1. Status

CLEAPSS is a consortium of local authorities. It is a not-for-profit body, where Hertfordshire County Council acts in trust on behalf of other local authority members, in particular as employer of staff. In a similar way, West Sussex County Council acts in trust on behalf of other local authority members as the Treasurer.

### 2. Functions

CLEAPSS is concerned with the promotion of effective, healthy and safe practical work for courses up to A-level or equivalent in schools and colleges.

Its aims are:

- a. to provide a service by means of advice and training on resources, laboratories, health and safety and similar matters, in science design and technology and art and design;
- b. to provide a Radiation Protection Adviser Service for those members who wish to avail themselves of it;
- c. to arrange, as far as possible, with laboratory suppliers favourable terms for the purchase of equipment by members;
- d. to devise arrangements for making available to members the advantages of bulk purchase through the standardisation and co-ordination of supply as appropriate and desirable;
- e. To liaise and work with governmental and other national and international bodies/groups in order to pursue the general aims of supporting effective practical work in schools and colleges
- f. to provide other such related functions as the Governing Body may from time to time determine.

### 3. Membership

1. Membership of the consortium is open to all local authorities charged with a duty to provide education in England, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
2. Eligible local authorities will be strongly encouraged to subscribe on behalf of all the maintained schools (ie Community, Voluntary and Foundation or their equivalent) within their area but will be considered to have met the conditions of membership if they subscribe only on behalf of all their Community Schools (or equivalent) and the authority's officers.
3. Where services are being provided on behalf of a local authority by a third party organisation eg (partially) privatised local authority services, if necessary the responsible body shall be treated as if it were a local authority.
4. Incorporated colleges and independent schools (including academies and equivalent) may also subscribe via a local authority and in that case will be treated as if they were local authority maintained schools.

## **4. Associate Membership**

There are six classes of Associate Membership for education bodies and individuals of standing which have no normal contact with CLEAPSS through local authority members:

1. Schools and Colleges Associate membership, including:
  - Independent schools,
  - Incorporated colleges,
  - Maintained schools where subscription via a local authority is not possible
2. Teacher Training Associate Membership;
3. Overseas Associate Membership;
4. Not for profit Associate Membership for relevant non profit-making organisations
5. Individual associate membership for individuals working as science or technology or health and safety advisers to schools
6. Commercial associate membership, for relevant business organisations such as educational suppliers, publishers or providers of H&S services to schools and colleges.

The Finance and General Purposes Committee may establish other classes if the need arises.

## **5. Governing Body**

The Governing Body will be concerned with the determination of policy.

### **Membership**

1. One representative, elected member, officer from each authority in membership. The authority shall inform the Director of the name of the representative.
2. The Director of CLEAPSS (or, in her/his absence, a deputy).
3. The CLEAPSS Treasurer.
4. The Chair of the Steering Committee
5. A representative of the Association for Science Education.
6. Observers - from the Department for Education, Education & Skills, Wales, Education Authority Northern Ireland, and any others at the discretion of the Governing Body.
7. The Chair shall be nominated by the local authority which acts as legal employer of the staff of CLEAPSS and shall be that authority's representative on the Governing Body. When the Chair becomes vacant, the Director of CLEAPSS will inform members of the Governing Body in writing of the cause of the vacancy and give relevant information about the new Chair.
8. In the event of a nominated representative being unable to attend the meeting, s/he shall be entitled to send a substitute but the Director should be informed before the start of the meeting.

## **Meetings**

1. The Governing Body will exercise its function through an Annual General Meeting to be held in July, normally on a date determined by the preceding meeting.
2. The Chair is authorised to call an Extraordinary Meeting, on request, at such other times as he or she may consider necessary. A minimum of 2 weeks notice shall be given.
3. In the event of a vote being taken, only members in categories (1), (2), (4) and (5) shall have power to vote, with decisions being made by a simple majority of those present. In the event of a tied vote, the Chair shall have a casting vote.
4. A quorum for meetings shall comprise 10% of the members in category (1), rounded to the nearest whole number.
5. Meetings will be held at a venue to be arranged by the Director (or, in her/his absence, a deputy).
6. The Director of CLEAPSS (or, in her/his absence, a deputy) shall be responsible for drawing up agendas, sending out papers at least 10 days before the meeting and taking minutes of the meeting.
7. In an emergency (including the absence of a quorum) the Chair of Governing Body, in consultation with the Director of CLEAPSS (or, in her/his absence, a deputy), is empowered to make decisions.

## **6. Treasurer**

The Treasurer shall be an officer of a member authority and may attend as necessary, *ex officio*, all meetings of the various committees established by the Governing Body (but is not usually expected to attend meetings of Steering Committee).

## **7. CLEAPSS Staff**

CLEAPSS staff will provide an information and advisory service for members.

### **Functions**

1. They will undertake the examination and evaluation of equipment, the exploration of new ideas, the development of new equipment and the dissemination of information through printed or electronic documents, talks and in response to enquiries.
2. They will monitor safety legislation, safety literature and school practices with a view to providing guidance on laboratory and workshop safety which they will disseminate through printed or electronic documents, talks and responses to enquiries.
3. They will also provide monitoring services for laboratories and workshops, give lectures and organise training for teachers and technicians.
4. They will represent CLEAPSS on national committees concerned with its interests.
5. They will provide such related services as the Governing Body may from time to time determine.

### **Employment**

CLEAPSS staff will be employed, on behalf of the consortium, by Hertfordshire County Council under the conditions of service agreed by the Council and the consortium.

## **8. Finance and General Purposes Committee**

A Finance and General Purposes Committee (also known as F&GP) shall be established to act as Executive Committee and to report to the Annual General Meeting of the Governing Body on the work of CLEAPSS.

### **Membership**

The Finance and General Purposes Committee shall consist of:

1. The Chair of the Governing Body as ex-officio Chair of the Finance and General Purposes Committee;
2. The Chair of Steering Committee;

3. The Director of CLEAPSS (or, in her/his absence, a deputy);
9. One representative, elected member, officer from each local authority in membership. The authority shall inform the Director of the name of the representative.
4. Representative's term of office will be up to three years and they may be nominated for a maximum of three consecutive terms (this could be extended in exceptional circumstances subject to approval by a majority of the F&GP committee)
5. If a representative fails to attend for three consecutive meetings, the nominating body shall be asked if it wishes to change its nomination;
6. In the event of a Committee member being unable to attend, s/he shall be entitled to nominate a substitute;
7. The CLEAPSS Treasurer.

## **Functions**

These are the:

1. consideration and approval of matters of policy;
2. approval of annual estimates of income and expenditure and other matters concerning the finances of CLEAPSS;
3. approval of applications from local authorities to join CLEAPSS;
4. determination of the staffing of CLEAPSS subject to the approval of the employing authority;
5. consideration and approval of discount schemes arranged with suppliers and any other proposals for making available to members the advantages of bulk purchase.

## **Meetings**

1. A quorum for meetings shall comprise any 7 members.
2. Meetings will be held in March, normally on a date determined by the preceding meeting.
3. Meetings will be held at a venue to be arranged by the Director (or, in her/his absence, a deputy).
4. If an Extraordinary Meeting has to be held, then a minimum of 2 weeks notice shall be given.
5. In the event of a vote being taken, all members of the Committee shall have a vote, with decisions being made by a simple majority of those present. In the event of a tied vote, the Chair shall have a casting vote.
6. The Director of CLEAPSS (or, in her/his absence, a deputy) shall be responsible for drawing up agendas, sending out papers at least 10 days before the meeting and taking minutes of the meeting.
7. In an emergency (including the absence of a quorum) the Chair of the Committee, in consultation with the Director of CLEAPSS (or, in her/his absence, a deputy), is empowered to make decisions.

## **Urgent Major Decisions**

1. Where a decision on a major matter needs to be taken urgently, with the widest possible consensus, and it is not reasonably practicable to convene a quorate meeting of the full F&GP Committee, a smaller Executive Sub-committee is empowered to make decisions within the broad principles already agreed by Governing Body or its committees.
2. The Director (or, in her/his absence, a deputy), in discussion with the Chair of Governing Body (or, in her/his absence, the Chair of Steering Committee), shall decide when a meeting needs to be called.
3. The Executive Sub-committee shall comprise: the Chair of Governing Body, the Chair of Steering Committee, the Director of CLEAPSS, the Treasurer (or in their absence a deputy) and two of the local authority representatives on F&GP Committee.
4. Local authority representatives on the Executive Sub-committee shall be selected from those on F&GP Committee. The Director (or, in her/his absence, a deputy) shall approach existing members

of F&GP Committee, in an order agreed by a previous meeting of the Committee, until s/he finds two who are able and willing to attend.

5. A quorum shall comprise four out of the **six** members of the Sub-committee.
6. Members of the Executive Sub-committee will make all reasonably practicable efforts to consult with other members of F&GP Committee (eg, by e-mail) over the decisions to be made at the meeting.
7. In the event of a vote being taken, all members of the Sub-committee present shall have a vote, with decisions being made by a simple majority of those present. In the event of a tied vote the Chair shall consider any representations made during the consultation with other members of F&GP Committee before exercising a casting vote.

## **9. Steering Committee**

A Steering Committee shall be established whose membership and functions shall consist of:

### **Membership**

1. A respected national figure in science or technology education or a senior officer of one of the constituent members of the consortium as Chair, appointed by the Governing Body;
2. The Director of CLEAPSS;
3. One representative from each of the employing and treasurer authorities;
4. Representatives of member local authorities in regional groupings; the regions are given in an appendix. CLEAPSS will approach the member local authorities in each regional group to request nominations of LA staff for the regional representative role (and substitute). Where a number of representatives come forward in a given region the selection will be made by way of a ballot of member authorities in that region.
5. Representative's term of office will be up to three years and they may be nominated for a maximum of three consecutive terms (this could be extended in exceptional circumstances subject to approval by a majority of the Steering committee)
6. If a regional representative fails to attend for three consecutive meetings, the nominating body shall be asked if it wishes to change its nomination;
7. In the event of a Committee member being unable to attend, s/he shall be entitled to nominate a substitute;
8. One representative of HM Inspectorate for schools or OFSTED;
9. Up to a maximum of five representatives of the Association for Science Education to reflect the range of ASE membership; The ASE CEO plus 1 each from the technicians committee, the primary committee, 11-19 committee and ASE Futures.
10. A representative from the Design and Technology Association;
11. The Steering Committee to have power to co-opt other members and to invite observers for consultation;
12. Where representatives of the ASE, the Design and Technology Association or co-options fail to attend for three consecutive meetings, the nominating body shall be asked to change their nominee.

### **Functions**

1. advising the Governing Body;
2. determining, in consultation with CLEAPSS staff, the terms of reference of CLEAPSS;
3. deciding, in consultation with CLEAPSS, its programme of work;
4. advising on the nature of CLEAPSS publications and on the mechanisms for their distribution;
5. providing general guidance to CLEAPSS on how its work should be conducted;
6. making recommendations to the Finance and General Purposes Committee for the staffing of CLEAPSS.

## **Meetings**

1. A quorum for meetings shall comprise any 7 full (ie not co-opted) members.
2. Meetings will be held in March and September, normally on a date determined by the preceding meeting.
3. Meetings will be held at a venue to be arranged by the Director (or, in her/his absence, a deputy).
4. If an Extraordinary Meeting has to be held, then a minimum of 2 weeks' notice shall be given.
5. In the event of a vote being taken, all members of the Committee shall have a vote, with decisions being made by a simple majority of those present. In the event of a tied vote, the Chair shall have a casting vote.
6. The Director of CLEAPSS (or, in her/his absence, a deputy) shall be responsible for drawing up agendas, sending out papers at least 10 days before the meeting and taking minutes of the meeting.
7. In an emergency (including the absence of a quorum) the Chair of the Committee, in consultation with the Director of CLEAPSS (or, in her/his absence, a deputy), is empowered to make decisions.

## **10. Financial Regulations**

### **(a) Financial Year**

The financial year shall run from 1 April to the following 31 March.

### **(b) Responsibilities of the Treasurer**

The Treasurer shall be responsible, under the general direction of the Finance and General Purposes Committee, for:

1. supervising the arrangements for the receipt and issue of moneys payable to and by CLEAPSS;
2. supervising the keeping of all accounts and financial records of CLEAPSS;
3. the temporary investment of any cash balances not immediately required;
4. overseeing the financial systems relating to income and payments.

### **(c) Budget**

1. The Treasurer shall, before the commencement of each financial year, submit to the Finance and General Purposes Committee estimates of the expenditure and income for that year and details of the contributions payable by constituent authorities.
2. Contributions shall be payable annually.
3. The contributions of constituent authorities shall be determined on the basis of maintained school populations aged 5 to 19 years at the dates prescribed for the annual school census in the preceding financial year, or estimated from the previous year's figures if current figures are unavailable.
4. New member authorities admitted after the commencement of a financial year shall be required to contribute a fee calculated in proportion to the fees of existing members: from April to July this will be a full year's fee, August to November 2/3rd of a year's fee, thereafter 1/3rd of a year's fee.

### **(d) Accounts**

Estimates of income and expenditure for each financial year, accompanied by a balance sheet, shall be presented by the Treasurer to the Finance and General Purposes Committee. The final accounts for each financial year shall be presented by the Treasurer to the Governing Body of CLEAPSS.

### **(e) Bank Accounts**

1. The Treasurer shall open and maintain a bank account in the name of the Consortium. All cheques drawn on that account shall be signed by the Treasurer.
2. The Treasurer may arrange for a subsidiary banking account to be opened, to be operated on an imprest basis, under his/her direction by the Finance Manager of CLEAPSS. All cheques drawn on

the imprest account shall be signed by such authorised signatories as are approved by the Treasurer.

#### **(f) Payment of Bills and other Claims**

Payment of bills and other claims shall be made only on a certificate signed by the Director of CLEAPSS or other authorised signatory.

#### **(g) Audit**

The accounts and financial records shall be audited under arrangements made by the Treasurer and approved by the Finance and General Purposes Committee.

Auditors shall have access at all reasonable times to all documents and books of CLEAPSS.

#### **(h) Withdrawal**

Withdrawal by a local authority from CLEAPSS can take place only at the end of a financial year with minimum notice of one year. "Withdrawal" includes ceasing to pay the subscription centrally.

#### **(i) Subscriptions**

1. Those local authorities which have submitted returns of pupil numbers will be invoiced for their subscriptions not later than the end of May. Any local authorities which have not paid by the beginning of September will be deemed lapsed members and will not have voting rights at meetings of the Governing Body, etc, although at the Director's discretion services may continue to be supplied, if s/he believes that there is a reasonable chance that the subscription will eventually be paid.
2. Associate members will generally be invoiced for their subscriptions early in the autumn term (except for maintained schools, where it will be the summer term). Those which have not paid by the 1st January (maintained schools by 1st September) will be deemed lapsed members. At the Director's discretion services may continue to be supplied, if s/he believes that there is a reasonable chance that the subscription will eventually be paid.
3. Subscriptions shall be set in such a way that there is a clear financial advantage for all maintained schools to subscribe via their local authority.

#### **(j) Radiation Protection Adviser Service.**

1. Members which wish to avail themselves of the Radiation Protection Adviser service will be charged a supplement to their subscription.
2. The charge for the RPA service will be set at a level such that in the long run it makes a small net surplus.
3. Withdrawal from the RPA service can take place only at the end of the financial year, with a minimum notice of one year.

### **11. Dissolution**

1. Notwithstanding its not-for-profit status, CLEAPSS shall accumulate reserves in order to be able to fund redundancy, termination of lease and similar payments and for future planned developments of the service. Sufficient reserves shall be maintained to cover redundancy, superannuation and related staff costs and at least one year's rent or mortgage payments in the event that CLEAPSS ceased to function.
2. If CLEAPSS ceases to function, the member authorities of the consortium at the date of the passing of the resolution (together with those local authorities which ceased to be members in the period of 2 years ending with the date of the passing of the resolution) shall contribute towards any deficiency in the resources available to fund redundancy payments or other commitments which may arise, including liabilities as employers in respect of superannuation arrangements or rent or mortgage payments. Liability shall be in the proportion which the subscription payable by that local authority in the year in which the resolution was passed (or, in the case of an authority which has ceased to be a member at the date of passing the resolution, the subscription payable during that member's last year of membership) bears to the aggregate subscriptions paid.

3. If CLEAPSS ceases to function, any assets remaining after funding redundancy payments or other commitments which may arise, including liabilities as employers in respect of superannuation arrangements or rent or mortgage payments shall be distributed to the member authorities of the consortium at the date of the passing of the resolution (together with those local authorities which ceased to be members in the period of 2 years ending with the date of the passing of the resolution). Distribution of any surplus shall be in the proportion which the subscription payable by that local authority in the year in which the resolution was passed (or, in the case of an authority which has ceased to be a member at the date of passing the resolution, the subscription payable during that member's last year of membership) bears to the aggregate subscriptions paid.
4. The provisions in paragraphs (2) and (3) of this section of the Constitution shall NOT apply where the dissolution of CLEAPSS is effected for purposes of reconstitution or merger.
5. In the event of a dispute between a member or former member authority and CLEAPSS as to the amount an authority should contribute or receive the matter shall be referred to arbitration.
6. 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 in the light of this Constitution and to determine the matter in accordance with what is fair in all the circumstances. The arbitrator shall be appointed by agreement of a majority of member authorities or in default of any such agreement by the President for the time being of the Law Society.

## **12. Appointment of a Custodian**

The Governing Body authorises the Finance and General Purpose Committee to appoint and pay a custodian for any of CLEAPSS's assets and related documents and records on any terms that it considers appropriate. The decision may be made at either the Annual General Meeting or at any Meeting of the Finance and General Purpose Committee. The Custodian shall be appointed by a vote which passes by a simple majority of those present at a quorate meeting.

## **13. Amendment of the Constitution**

The Constitution may be amended at the Annual General Meeting of the Governing Body, or at an extraordinary meeting called for that purpose, by a proposal duly moved and seconded and carried by a majority of those appointed representatives present.



## Appendix: Groupings of LAs for the Selection of Committee Representatives

Region	Potential member LAs
London (two representatives)	Barking & Dagenham, Barnet, Bexley, Brent, Bromley, Camden, City of London, Croydon, Ealing, Enfield, Greenwich, Hackney, Hammersmith & Fulham, Haringey, Harrow, Havering, Hillingdon, Hounslow, Islington, Kensington & Chelsea, Kingston-upon-Thames, Lambeth, Lewisham, Merton, Newham, Redbridge, Richmond, Southwark, Sutton, Tower Hamlets, Waltham Forest, Wandsworth, Westminster [33]
South West	Bath & NE Somerset, Bournemouth, Bristol, Cornwall, Devon, Dorset, Gloucestershire, Isles of Scilly, NW Somerset, Plymouth, Poole, Somerset, South Gloucestershire, Swindon, Torbay, Wiltshire [16]
South	Bracknell Forest, Brighton & Hove, Buckinghamshire, East Sussex, Guernsey, Hampshire, Isle of Wight, Jersey, Kent, Milton Keynes, Oxfordshire, Portsmouth, Reading, Slough, Southampton, Surrey, The Medway Towns, West Berkshire, West Sussex, Windsor & Maidenhead, Wokingham [21]
East Anglia	Bedfordshire, Cambridgeshire, Essex, Hertfordshire, Luton, Norfolk, Peterborough, Southend, Suffolk, Thurrock [10]
W Midlands	Birmingham, Coventry, Dudley, Herefordshire, Sandwell, Shropshire, Solihull, Staffordshire, Stoke-on-Trent, Telford and the Wrekin, Walsall, Warwickshire, Wolverhampton, Worcestershire [14]
E Midlands	Derby City, Derbyshire, Leicester City, Leicestershire, Lincolnshire, Northamptonshire, Nottingham City, Nottinghamshire, Rutland [9]
N West	Blackburn with Darwen, Blackpool, Bolton, Bury, Cheshire, Halton, Isle of Man, Knowsley, Lancashire, Liverpool, Manchester, Oldham, Rochdale, St Helens, Salford, Sefton, Stockport, Tameside, Trafford, Warrington, Wigan, Wirral [22]
Yorkshire	Calderdale, Barnsley, Bradford, Doncaster, E Riding of Yorkshire, Kingston-upon-Hull, Kirklees, NE Lincolnshire, N Lincolnshire, N Yorkshire, Leeds, Rotherham, Sheffield, Wakefield, York City [15]
North	Cumbria, Darlington, Durham, Gateshead, Hartlepool, Middlesbrough, Newcastle, North Tyneside, Northumberland, Redcar & Cleveland, South Tyneside, Stockton on Tees, Sunderland [13]
Wales	Anglesey, Blaenau Gwent, Bridgend, Caerphilly, Cardiff, Carmarthenshire, Ceredigion, Conwy, Denbighshire, Flintshire, Gwynedd, Merthyr Tydfil, Monmouthshire, Neath & Port Talbot, Newport, Pembrokeshire, Powys, Rhondda Cynon Taff, Swansea, Torfaen, Vale of Glamorgan, Wrexham [22]
N Ireland ELBs	Education Authority Northern Ireland [2]