



The CHEESE Project Constitution

16 August 2016

The name of the Association shall be: The CHEESE Project.

The CHEESE Project is a non-profit, community-based, social enterprise including charitable purposes.

Management and organization

The CHEESE Project, an Unincorporated Association, has been developed in collaboration with the Bristol Energy Network of which it is a member. The Project will seek to establish a community interest company (CIC) to expand its work across Bristol, the UK and abroad.

Objectives

The CHEESE Project is established with the following objectives:

Surveying:

1. To develop low-cost integrated equipment and accompanying software to conduct external and internal thermal surveys of buildings.
2. To develop and continuously improve the Energy Tracers™ and our own protocols for internal and external thermal surveys of buildings and to carry out these surveys.
3. To develop an accredited qualification for domestic thermal surveyors.
4. To recruit and train thermal surveyors and supporting staff.
5. To expand the coverage of the above surveys within Bristol and elsewhere.

Community engagement and benefit:

6. To encourage and support communities and householders to protect the environment by reducing their greenhouse gas emissions through increasing the energy efficiency of their homes.
7. To assist in the improvement of the energy efficiency of homes and thus the comfort and health of those on low incomes.
8. To develop information on remedial techniques and contractors that can be supplied to householders.
9. To organize or assist in organizing community-led meetings, lectures, classes and exhibitions, for the furtherance of the CHEESE Project's objectives.
10. To publish or assist in publishing reports, periodicals, or other documents in appropriate media.
11. To carry out other activities to further the Association's objectives.

Collection, Analysis and Dissemination of findings:

12. To collect and analyse or assist in the collection and analysis of data from external and internal surveys and to report on the impacts of such surveys which further the Association's objectives.

13. To facilitate the use of the data to be used for research purposes where the customers have consented to third-party access, and to protect the data in line with data protection legislation and best practice.
14. To develop websites that demonstrate the results of the project's work and which act to attract custom.
15. To compile and publish a database of common construction and retrofitting faults and other issues that are discovered as part of the project's operations, including case studies on different types of housing stock.
16. To develop or assist in the production of reports on energy-saving methods.
17. To cooperate with other organizations involved in domestic-energy-use reduction.
18. To provide or assist in the provision of information in appropriate media and refer those in need of professional assistance to the relevant agencies.
19. To carry out other activities to further the Association's objectives.

Licensed Cheese partners

The CHEESE Project is organized by the Central Office. It operates through non-profit partner associations, called **CHEESE Community Segments** based in Bristol city wards and through **CHEESE City Partners** in other cities and elsewhere in the United Kingdom and abroad, all of which are to be separate legal entities from the CHEESE Project itself.

1. A representative of each Segment or City Partner shall sign a licence agreement on behalf of the Segment or City Partner to operate with the objectives listed above, which franchises the use of trademarks, protocols, names and other intellectual property of both The CHEESE Project and Energy Tracers CIC.
2. Each Segment or City Partner shall pay an annual licence fee and such fees as accrue from surveying due to the use of the CHEESE Project's and Energy Tracers' intellectual property to the CHEESE Project Central Office.
3. The CHEESE Project Central Office shall provide services to the CHEESE Segments as required including but not limited to: Equipment, Training, Software, Technical back-up, Survey interpretation, Project management advice.
4. CHEESE Community Segments shall carry out internal and external thermal surveys complying with the CHEESE Project and Energy Tracers' protocols and objectives as agreed with the CHEESE Central Office. They shall carry out their own publicity and extension activities to increase demand for surveys and to recruit volunteers and surveyors from their community.
5. CHEESE Community Segments may fund-raise independently to support their activities and also to subsidize free surveys.
6. The Segment or City licence requires the sharing of case-study data with the CHEESE Central Office and all other licencees.
7. Violation of the terms of the licence by a CHEESE Community Energy Segment or CHEESE City Partner shall void all rights granted to it under the licence and all outstanding fees shall become due.
8. The Central Office shall pay such expenses incurred by CHEESE Segments as may be agreed from time to time.
9. The Central Office shall make payments to the CHEESE Segments as may be agreed from time to time.

10. Financial accounts for the CHEESE Segment projects shall be maintained and held by each of the respective franchisees and are to be made available to the Central Office at least annually for the AGM and on request.

The CHEESE Project Membership

Membership of the Association shall be open to adult individuals irrespective of gender, race, colour, ethnic or national origin, sexuality, disability, religious or political belief, marital status or age.

Members of the Management Committee shall be members of the Association.

A representative proposed by each CHEESE Community Segment shall be a member, as shall be a representative of each CHEESE City Partner provided that these representatives are accepted by the Management Committee. They shall have the right to vote at General Meetings of the Association.

A list of accepted Members shall be maintained by the Management Committee.

Co-opted Members

Persons who, in the opinion of the Management Committee, have special knowledge or experience to offer to the Association may be invited to belong to the Association and shall be called **Co-opted Members** and shall have the right to vote at meetings of the Association.

Ceasing to be a member

Members who move out of the CHEESE Project operation area or who act against the aims of the Association shall cease to be members. A member may resign at any time by writing a letter of resignation to the secretary.

Management Committee

1. A minimum of four Members are to be elected to the Management Committee and are responsible for running the day to day affairs of the Association.
2. Each member of the Management Committee shall normally be elected for a three year term of office.
3. After serving for two years from the date of this Constitution, two of the members shall resign at the AGM, and in succeeding years, members who have served their term shall resign in rotation.
4. Elected members who resign by rotation after their term of office is completed will be eligible to stand for re-election, and can be candidates in the same way as any other member of the Association with voting rights.
5. Should any elected member of the Management Committee resign before their term of office has expired, the Management Committee shall have the power to co-opt another member to serve in their place until the next AGM.
6. The Chair, Secretary, Treasurer and Membership secretary are to be elected by the Management Committee at the Committee's first meeting and thereafter at each Annual General Meeting. Nominations for the posts should be received at least three weeks before the AGM.
7. The Committee may also co-opt other people to serve on the Committee until the following AGM. They must be members of the Association.

Annual General Meeting

An Annual General Meeting (AGM) shall be held once a year to report on the work of the Association in the past year and to discuss plans for the coming year. It shall be subject to the following rules:

1. Members shall be notified of the date, time and venue of the AGM by email with at least six weeks notice.
2. The maximum time between AGMs shall be 15 months.
3. From three weeks until one week in advance members can submit items for inclusion in the agenda.
4. Nominations for the Management Committee must be taken in advance of the day of the meeting.
5. The quorum shall be five members.
6. Members shall be permitted to appoint proxies to attend the meeting on their behalf, and the proxy or the Chair may vote on that member's behalf.
7. All the powers of management of the Association are delegated to the Management Committee at each AGM.
8. The members of the Management Committee shall remain in office until the next AGM except that they resign, are dismissed by the Chair or become otherwise unavailable or incapacitated.
9. Minutes of the AGM shall be taken by the Secretary and circulated by email to members.

Management Committee Meetings

1. The Management Committee shall hold a minimum of 6 meetings in a year.
2. Members can be invited to participate in Management Committee meetings but not to vote.
3. A quorum shall be three members of the Committee.

Special General Meetings (SGM)

A Special General Meeting may be called by the Management Committee to discuss important matters such as an amendment to the Constitution.

1. Members shall be notified of the date, time and venue of the SGM by email with at least three weeks notice.
2. The quorum shall be five members.

Rules of procedure

Decisions at all meetings shall be decided by a simple majority, and if there are an equal number of votes on each side, the Chair shall have an additional casting vote.

Finances

1. The Association shall obtain collect and receive money by way of fees, grants, donations, bequests, legacies or other lawful method, provided that any profit or surplus is employed for the purposes of the Association.
2. All money raised by the Association shall be spent solely on the objects laid out in the constitution.
3. The Association shall open and maintain such bank accounts as may be necessary for the proper pursuit of the Association's objectives in the

- name of the Association. Two signatories, being officers of the Association are required.
4. Records of income and expenditure shall be maintained by the Treasurer, and a financial statement be given to each meeting.
 5. An annual statement of accounts shall be presented to the Annual General Meeting.
 6. The Association shall employ and pay any person or person to supervise, organize, and carry on the work of the Association and make all reasonable and necessary provision for the payment of remuneration to employees.
 7. The Association may recruit and train volunteers and paid employees to carry out the objects of the Association.
 8. Subject to any consents as may be required by law, the Association may sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Association with a view to the furtherance of its objects.
 9. The Association may do all such other lawful things as may be necessary for the attainment of the above objects or any of them.

Property and equipment

1. The Association may provide, maintain or equip premises and facilities designed to carry out the objects of the Association.
2. The Association may purchase, take on lease, or in exchange, hire or otherwise acquire any real or personal property or equipment and any rights and privileges necessary for the promotion of the above objects, and maintain and alter any buildings and erections which the Association may think necessary for the pursuit of its objectives.
3. Equipment and other property purchased by the CHEESE Central Office shall be inventoried.
4. Equipment and other property purchased by the CHEESE Segments shall be inventoried and shall remain in the Segment's ownership while the Segment is active surveying, but may be donated without charge to the Central Office if it is no longer used.
5. Segments are expected to loan surplus equipment to the Central Office to be used by other Segments when necessary.

Changes to and development of the Constitution

The CHEESE Project is still under evolution and the Constitution is expected to evolve also. It may be amended by the agreement of a General Meeting by a simple majority.

Dissolution of the Association

The Association may be closed down or transformed into a CIC by the vote of a Special General Meeting.

1. Members shall be notified of the date, time and venue of the SGM by email with at least three weeks notice.
2. The quorum shall be five members.
3. In the event of the Association ceasing activities or trading a General Meeting shall be called and a vote taken on passing any assets to a non-profit organization. This will have similar objectives where possible.

Officers of the Management Committee of the Association and their roles as at 17 August 2016

Chair and acting Treasurer
Michael Alford Andrews, General Manager.
M Eng (Cantab).
28 Seawalls, Seawalls Road, Sneyd Park, Bristol BS9 1PG
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Jeremy Birch, Technical Manager.
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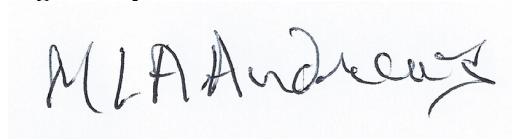
Secretary
James Hanlon, Technical Developer.
M Eng, PhD Computer Science (Bristol).
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David Tudgey, Community and Development Manager.
Founding director of Bristol Energy Network & Easton Energy Group
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Susan Nicholls BSc, PhD (Bristol)
Biologist and Co-ordinator of Bishopston, Cotham and Redland Energy Group
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Treasurer – to be appointed

Signed by



M L A Andrews ----- Chair and General Manager

Dated 17 August 2016