TERMS OF REFERENCE

FOR THE PENHILL PRIDE IN PLACE NEIGHBOURHOOD BOARD

1. NAME

1.1. The name of the Board is the Penhill Pride in Place Neighbourhood Board.

2. AIMS

2.1. The Aims of the Board ("the Aims") are to:

2.1.1. bring together local people and those with a connection to Penhill ("the area");
2.1.2. produce with the local community and the local authority, collectively lead on, have oversight of and overall responsibility for the Pride in Place plan for the area;
2.1.3. deliver initiatives in the interests of local people to improve the physical or social infrastructure of the area;
2.1.4. provide strategic leadership, oversight and assurance for the Pride in Place programme;
2.1.5. decide how Pride in Place funding will be spent;
2.1.6. operate in accordance with the principles of openness, transparency, accountability, collaboration and resident-led leadership.

3. POWERS

3.1. The Board has the following powers, which may be exercised only in promoting the Aims:

3.1.1. to approve the Pride in Place plan;
3.1.2. to recruit and appoint members of the Board in accordance with these Terms of Reference;
3.1.3. to bring together people from the area or with a deep interest in it;
3.1.4. to work in partnership with Swindon Borough Council, the Member of Parliament for the area, and with other bodies;
3.1.5. to decide how Pride in Place funding for the area will be spent and approve individual projects and initiatives;
3.1.6. to make grants for projects for revenue or capital expenditure, within the budget limits set down by the Ministry for Housing Communities and Local Government.

3.2. The Board does not manage the day to day operational delivery of the programme, but holds those responsible for delivery to account through appropriate governance arrangements.

4. MEMBERSHIP AND APPOINTMENT

4.1. **Membership** of the Board shall be comprised of a minimum of 8 persons of whom the majority should live or work in the area, as follows:

4.1.1. the Member of Parliament (MP) for the area;
4.1.2. the Chair, to be appointed by the MP working with the Council;
4.1.3. at least one Councillor, appointed by the Chair;
4.1.4. such further members as the Chair working with the Council acting reasonably may appoint, including (but not limited to) local residents, representatives of community groups, faith based organisations, local charities or other third sector organisations with a presence in the area, neighbourhood forums or similar organisations, local businesses, cultural, arts, heritage or local sporting organisations, public sector or other anchor institutions.

4.2. The Chair and the Council shall use their respective reasonable endeavours to ensure that, as far as practicable, membership of the Board reflects the range and diversity of people who live in the area in relation to age, ethnicity, gender, faith, disability or income levels.

4.3. Each Board member shall serve for an initial term of [four years], but may be reappointed following that period after a review by the Chair working with the Council.

4.4. The Board may appoint a Vice Chair from among its number, and may determine the length of that person's tenure in the role. A Vice Chair can cease to act as such without having to cease to be a Board member.

5. THE INDEPENDENT CHAIR

5.1. The role of the Chair is to:

5.1.1. act as a champion for the community;
5.1.2. convene and lead the Board;
5.1.3. provide strategic leadership and impartial oversight;
5.1.4. drive stakeholder engagement;
5.1.5. represent the Board externally and act as a trusted figure for Pride in Place;
5.1.6. ensure compliance; and
5.1.7. work alongside officers and staff on the programme.

5.2. The role of Chair is subject to a separately detailed role profile. The Chair should be someone from the local community but may not be an elected representative.

5.3. The initial Chair has been appointed following open advertisement by the MP working with the Council.

5.4. The removal of the Chair for a sustained failure to undertake the duties outlined in the role description may be recommended by the Council and will be subject to the agreement of the MP and MHCLG. Grounds for removal include (but are not limited to):

5.4.1. sustained poor attendance or a failure to participate in Board meetings;
5.4.2. failure to disclose or appropriately manage conflicts of interest;
5.4.3. failure to promote community involvement;
5.4.4. serious or sustained breaches of the code of conduct.

5.5. The Chair may resign by written notice to MHCLG, countersigned by the MP and the Council.

5.6. Where a vacancy arises for the role of Chair, the Council shall advertise the role externally and the Council, the MP and representatives from the Board working together may appoint a further individual as Chair.

6. BOARD MEMBER FORMALITIES

6.1. All Board members shall confirm in writing that they:

6.1.1. accept the responsibilities of being a Board member; and
6.1.2. shall keep to the agreed Board code of conduct.

6.2. All Board members shall:

6.2.1. declare all relevant interests as set out in these Terms of Reference and in any agreed Board policy on conflicts of interests;
6.2.2. strive to avoid conflicts of interest; and
6.2.3. keep the Chair informed of any relevant outside interests that may arise.

6.3. Any Board member who fails at any time to comply with this clause 5 may be required to cease serving as a Board member under clause 6.

7. CESSATION OF MEMBERSHIP

7.1. A Board member automatically ceases to be a Board member if he or she:

7.1.1. is disqualified under the law from acting as a Pride in Place programme Board member, or from acting as a company director;
7.1.2. becomes, in the reasonable opinion of the Board, incapable, whether mentally or physically, of managing his or her own affairs;
7.1.3. is absent without notice from [three] consecutive meetings of the Board and the Board resolves that he or she should be removed;
7.1.4. consistently fails, in the reasonable opinion of the Board, to participate constructively;
7.1.5. resigns by written notice to the Chair;
7.1.6. being a Member of Parliament on appointment, ceases to be a Member of Parliament;
7.1.7. being a Councillor on appointment, ceases to be a Councillor;
7.1.8. having been appointed because they live or work in the area, ceases to do so;

7.1.9. fails to comply with any of the Board member formalities set out in clause 5 above, and the Chair and the Council agree that he or she should stand down from the Board; or

7.1.10. is removed following a vote with a two thirds majority in favour of that removal by the remainder of the Board because of conduct which is detrimental to the Board or to the Pride in Place programme, but only if he or she has first had the chance to say why he or she should not be so removed.

7.2. A retiring Board member is entitled to an indemnity from the continuing Board members at the expense of the Pride in Place programme in respect of any liabilities properly incurred while he or she held office

8. PROCEEDINGS OF THE BOARD

8.1. The Board must hold at least four meetings each year, of which at least one ("the annual meeting") shall be open to the general public and the local community in the area, and where the Board shall report on the Pride in Place programme and any progress that's been made.

8.2. At the annual meeting the Board shall report on:

8.2.1. the use of Pride in Place funding for the previous financial year;

8.2.2. the Board's activities since the previous annual meeting or, if it is the first annual meeting, since the start of the programme;

8.2.3. any changes or retirements in relation to Board members;

8.2.4. any proposals for new or replacement Board members.

8.3. The annual meeting should provide an opportunity for residents to ask questions and provide feedback on the programme.

8.4. A quorum at a meeting of the Board is the nearest whole number to one half of the Board members. If a Board member is unable to attend a meeting, they should notify the Chair or clerk to the Board in advance and submit their apologies where possible.

8.5. A meeting may be held either in person or by suitable electronic means agreed by the Board in which all participants may communicate with all other participants.

8.6. Board members may submit questions, comments or requests for clarification on agenda items before the meeting. Such submissions should be circulated to the whole Board where appropriate and recorded in the minutes where they materially inform the discussion.

8.7. Board papers should be circulated at least 7 calendar days before scheduled meetings to enable Board members to prepare adequately and make informed decisions. Where urgent matters arise, shorter timescales may be agreed by the Chair, with the reasons recorded in the minutes.

8.8. The Chair or (if the Chair is unable or unwilling to do so) some other member of the Board chosen by the Board members present presides at each meeting of the Board.

8.9. Save as otherwise provided, every issue may be determined by a simple majority of the votes cast at a meeting of the Board. A resolution which is in writing and signed by all the Board members is as valid as a resolution passed at a meeting and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.

8.10. Every Board member has one vote on each issue.

8.11. If there is an equality of votes, the Chair has a second and casting vote.

8.12. A procedural or technical defect (including in the appointment of any Board member, or any failure to declare an interest) of which the Board are unaware at the time does not invalidate decisions taken at a meeting of the Board.

9. TRANSPARENCY

9.1. The Board is to operate transparently.

9.2. Board papers should be written in plain English to maximize accessibility.

9.3. The Board shall therefore publish, on at least an annual basis:

9.3.1. a decision-making process document, outlining the membership of the Board and its composition;
9.3.2. profiles of individual Board members;
9.3.3. any conflicts of interest reported, in the minutes of the relevant meeting;
9.3.4. full information in relation to the use of MHCLG funding including any funds received for any set up costs incurred.

9.4. In relation to each Board meeting, the Board shall publish:

9.4.1. the Board papers for that meeting, at least 5 working days before the date of the meeting;
9.4.2. draft minutes of each Board meeting, within 10 working days of the meeting taking place;
9.4.3. final minutes once approved, within 10 working days of approval.

9.5. The Board shall arrange for minutes to be kept of all Board meetings or Committee meetings. The names of those present must be included in the minutes. Those leading each of the Working Groups will provide an update for their group at each Board meeting.

9.6. Minutes must be approved as a correct record at the next Board meeting.

10. RESTRICTIONS ON BENEFITS TO BOARD MEMBERS

10.1. Pride in Place funds must be applied solely towards the Aims set out above, and (except as authorised below) a Board member may not directly or indirectly receive any payment of money or benefit from the Pride in Place programme.

10.2. Notwithstanding the general rule above, Board members may receive the following payments or be granted the following benefits:

10.2.1. **out of pocket expenses**: the reimbursement of reasonable and proper out-of-pocket expenses (including travel and dependents' care costs) actually incurred in enabling them to carry out their duties as Board members;

10.2.2. reasonable and proper out of pocket expenses to those Board members who are engaged by the programme as volunteers and which are actually incurred by them in carrying out their work as volunteers;

10.2.3. **fees to minor outside interests:** a payment to a company in which a Board member has no more than a 1% shareholding;

10.2.4. **rent or service charges:** reasonable rent, service charges or other payments properly payable under the provisions of any lease, agreement for lease or license in respect of premises let by any Board member in relation to the Pride in Place programme, or a reasonable hiring fee for premises hired by any Board member in respect of the programme;

10.2.5. **beneficiaries:** benefits provided in furtherance of the Aims to Board members who are proper beneficiaries of the programme where those benefits are the same as or similar to benefits provided to other beneficiaries;

10.2.6. **employment or supply of services:** payments to a Board member who is employed on the Pride in Place programme, has worker status in relation to the programme, or who enters into a contract for the supply of goods or services for the purposes of the Pride in Place programme (other than for acting as a Board member) provided that:

10.2.6.1. the remuneration or other sums paid to the Board member do not exceed an amount that is reasonable in all the circumstances;

10.2.6.2. the Board member is absent from the part of any meeting at which there is a discussion of their employment, work as a worker or remuneration or any matter concerning the contract, their performance in the employment, their performance as a worker or their performance of the contract, any proposal to enter into any other contract or arrangement with them or to confer any benefit upon them and/or any other matter relating to payment or the conferring any benefit to them;

10.2.6.3. the Board member does not vote on any such matter and is not counted when calculating whether a quorum of Board members are present at the meeting;

10.2.6.4. the other Board members are satisfied that it is in the interests of the Pride in Place programme to employ a Board member, have a Board member as a worker or to contract with the Board member rather than with someone who is not a Board member. In reaching that decision the Board members must balance the advantage of employing a Board member, having a Board member as a worker or contracting with a Board member against the disadvantages of doing so (especially the loss of the Board

member's services as a result of dealing with the Board member's conflict of interest);

10.2.6.5. the reason for the Board members' decision is recorded in the minutes of the Board meeting; and

10.2.6.6. at no time shall a majority of the Board members receive payment pursuant to this provision;

10.2.7. **payment to the Chair**: payment of an allowance to the Chair in recognition of their contribution, not exceeding £30 per hour or such other amount as may be agreed by the Council and the Board;

10.2.8. **other benefits:** any other payment or benefit approved in writing by the Council in advance in exceptional cases.

10.3. For the purposes of this clause a payment to or a benefit granted to a dependent relative or the spouse of the Board member or any person living with the Board member as their partner shall be deemed to be a payment to the Board member and shall be permitted to the same extent that payments to or benefits granted to Board members are permitted.

11. CONFLICTS OF INTEREST

Declarations of interest

11.1. If a Board member is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Pride in Place programme, they must declare the nature and extent of that interest to the other Board members.

11.2. If a declaration of interest proves to be or becomes inaccurate or incomplete a further declaration must be made.

11.3. Any required declaration of interest must be made before the relevant transaction or arrangement is entered into.

11.4. A declaration is not required in relation to an interest of which the Board member is not aware or where the Board member is not aware of the transaction or arrangement in question. For this purpose a Board member is treated as being aware of matters of which they ought reasonably to be aware.

11.5. A Board member need not declare an interest:

11.5.1. if it cannot reasonably be regarded as likely to give rise to a conflict of interests; or

11.5.2. if, and to the extent that, the other Board members are already aware of it (and for this purpose the other Board members are treated as being aware of anything of which they ought reasonably to be aware).

Authorisation of direct conflicts of interest

11.6. A Board member may enter into a transaction or arrangement in relation to the Pride in Place programme only if and to the extent that such an arrangement is permitted by these Terms of Reference and any agreed conflicts of interest policy.

Authorisation of indirect conflicts of interest

11.7. Where, for whatever reason, a Board member has any form of indirect interest in relation to a transaction or arrangement in relation to the Pride in Place programme (which shall include a conflict of duty) and the transaction or arrangement is not authorised by virtue of any other provision in these Terms of Reference then it may be authorised by those Board members not having a conflict provided that:-

11.7.1. the Board member with the conflict (and any other interested Board member) is not counted when considering whether or not there is a valid quorum for that part of the meeting and does not vote in relation to the matter giving rise to the conflict; and

11.7.2. the Board members who do not have a conflict in relation to the matter in question consider it is in the best interests of the Pride in Place programme to authorise the transaction.

11.8. The Board members who do not have a conflict in relation to the matter in question may, in their absolute discretion, determine that the Board member with the conflict and/or any other interested Board member should absent themself from the part of the meeting at which there is discussion concerning the transaction or arrangement giving rise to the conflict.

12. BOARD MEMBER CONDUCT

12.1. If the Chair receives a written complaint identifying the complainant and alleging conduct by a Board member that in their reasonable opinion is detrimental to the interests of the Pride in Place programme and in their opinion suggests that there is a prima facie case for the complaint to be investigated in accordance with the provisions of this Article they may suspend the Board member concerned.

12.2. Conduct detrimental to the interests of the Pride in Place programme includes:

12.2.1. any breach of a Board member's obligations as set out in any agreed code of conduct or otherwise; and

12.2.2. conviction of any offence which has or is likely to bring the Pride in Place programme into disrepute.

12.3. Where the Chair is absent or unable or unwilling to act in relation to the complaint or the complaint is about the Chair then the Council may exercise the power to suspend the Chair or a Board member under these Terms of Reference in the same circumstances as the Chair.

12.4. The Board member whose conduct is complained of must immediately be notified in writing of the complaint and of any suspension which will be effective from the date of the notice. During the period of any suspension the Board member must not:

12.4.1. participate in a Board Meeting;
12.4.2. authorise or incur expenditure on behalf of the Pride in Place programme;
12.4.3. make use of any property belonging to or in use by the Pride in Place programme in their capacity as a Board member;
12.4.4. hold themself out as a Board member of the Pride in Place programme; or
12.4.5. seek to commit the Pride in Place programme to any obligation.

12.5. On receipt of a complaint under these Terms of Reference the complaint must immediately be referred for a fair process of investigation, which may be carried out by a panel established for the purpose, an independent person or persons, or such other body as the Chair or the Council acting reasonably shall appoint, including under such procedure for dealing with complaints as the Board may from time to time approve.

13. ATTENDANCE AT MEETINGS BY THE COMMUNITY

13.1. The Board may allow individuals who are not Board members to attend Board meetings as observers on whatever terms the Board decides. The Board must allow residents of the area to attend unless either:

13.1.1. the Chair, acting reasonably, is of the view that their attendance may disrupt or adversely affect the meeting; or
13.1.2. the matters to be considered are private or confidential.

13.2. Observers may not vote but may take part in discussions with the prior consent of the Chair.

13.3. The Board may exclude all observers from any part of a Board meeting where the Board considers the business is private.

13.4. The Board must exclude an observer from any Board Meeting at which a possible personal benefit to them is being considered.

13.5. Where any specific Board papers or discussions are confidential, the Board shall use its reasonable endeavours to ensure that all relevant documents shall be clearly marked “private and confidential”.

14. DELEGATION

14.1. The Board may:

14.1.1. establish Committees consisting of those persons whom the Board decide;
14.1.2. delegate to a Committee any of its powers; and
14.1.3. revoke a delegation at any time.

14.2. The Board may establish Working Parties consisting of those persons whom the Board decide. A Working Party may not take decisions on behalf of the Board but may consider issues in depth with a view to making recommendations to the Board.

14.3. The members of a Committee or a Working Party are to be appointed by the Board but the Board may give a Committee or a Working Party the right to co-opt individuals to its membership. The Board is to determine the chair of each Committee or Working Party.

14.4. Each member of a Committee or Working Party (including the chair) is to hold office from the date of their appointment until the term of office for which they have been appointed expires or until they resign or are removed by the Board from the Committee or Working Party.

14.5. The Board must determine the quorum for each Committee and Working Party it establishes.

14.6. The Board must specify the financial limits within which any Committee may function. A Working Party can have no authority to incur expenditure.

14.7. Every Committee or Working Party must report its proceedings and decisions to the Board as the Board determines.

14.8. A meeting of a Committee or Working Party may be held entirely through telephone, video conferencing or other communications equipment, via a mixture of such communications equipment or with some people physically present at the meeting whilst others are present via communications equipment. If all the people participating in the meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

15. CHANGE

15.1. Any of these Terms of Reference may be rescinded or amended or a new clause made by a vote of at least 75% (seventy five percent) of the Board members voting at a Board meeting of which 14 clear days' notice has been given, such notice to include details of the changes to be proposed at the meeting PROVIDED THAT no amendment shall be permitted unless the prior written consent of the Council has been given.

15.2. The Board may be dissolved by written notice from the Council and the MP if:

15.2.1. the Pride in Place programme for the area comes to an end (for whatever reason);
15.2.2. responsibility for decisions in relation to the Pride in Place programme are passed to a new or corporate entity;
15.2.3. the Council is subject to an instruction from MHCLG to dissolve the Board.

16. NOTICES

16.1. Notices under these Terms of Reference may be sent by hand, by post or by suitable electronic means.

16.2. The address at which a Board member is entitled to receive notices is the last known address.

16.3. Any notice given in accordance with these Terms of Reference is to be treated for all purposes as having been received:

16.3.1. 24 hours after being [sent by electronic means or] delivered by hand to the relevant address;
16.3.2. two clear days after being sent by first class post to that address;
16.3.3. three clear days after being sent by second class post or overseas post to that address;
16.3.4. on being handed to the Board member personally; or, if earlier,
16.3.5. as soon as the Board member acknowledges actual receipt.

16.4. A technical defect in the giving of notice of which the members or the Board members are unaware at the time does not invalidate decisions taken at a meeting.

16. INTERPRETATION

16.1 In these Terms of Reference:

‘Aims’ means the purposes of the Board set out in clause 2;

‘annual meeting’ means the annual meeting of the Board open to the public in relation to the Pride in Place programme;

‘Board’ means the Neighbourhood Board for the Pride in Place programme for Penhill;

‘Board member’ means a member of the Board;

‘the Chair’ means the Independent Chair of the Pride in Place programme for Penhill;

‘Committee’ means a group with decision-making powers delegated to it by the Board;

‘connected person’ means any spouse, civil partner, cohabitee, parent, child, brother, sister, grandparent or grandchild of a Board member, any **firm** of which a Board member is a member or employee or a company of which a Board member is a director, employee or shareholder being beneficially entitled to more than 1 per cent of the share capital;

‘Council’ means Swindon Borough Council;

‘Councillor’ means a member of the Council’;

‘financial year’ means the Pride in Place programme’s financial year;

‘firm’ includes a limited liability partnership;

‘MHCLG’ means the Ministry for Housing, Communities and Local Government, or such body as succeeds to its functions in relation to the Pride in Place programme;

‘months’ means calendar months;

‘the Board member’ means a member of the governing body of the Pride in Place programme and ‘Board members’ the members of the governing body;

‘Working Group’ means a group delegated by the Board to consider a particular issue or issues, but which does not have delegated decision-making powers;

‘written’ or ‘in writing’ refers to a legible document on paper or sent by electronic means;

‘year’ means calendar year.