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# TERMS OF REFERENCE

of

# BIG LOCAL SW11

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**BIG LOCAL SW11**

**TERMS OF REFERENCE**

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## TERMS OF REFERENCE

### BIG LOCAL SW11 PARTNERSHIP

#### Mission statement:

Big Local SW11 is an independent, resident led group that has been awarded £1 million from Local Trust (Lottery funded) to invest in projects that improve opportunities for local people and strengthen our community by supporting and funding change through networking and communicating in partnership with local people and organisations.

#### Vision:

As residents and workers in SW11, we have a long term vision of our community as a place where...

1. Everyone has the opportunity and confidence to widen their horizons and to maximise their potential for learning, working and achieving. (Achieving & Potential).
2. A community where everyone feels safe, that they belong. (Safety & wellbeing).
3. Where everyone can have a voice, shape their future and influence the design of space and services in a way that develops ownership. (Influence & ownership).
4. We all have the opportunity to meet and interact across the wider community, to learn and belong. (Community & belonging).

We're committed to work in partnership to make this happen over the next 10 years and be sustainable for even longer.

#### Values

- Quality and excellence
- Local ownership of solutions
- Honesty and transparency
- Social responsibility
- Equality and diversity
- Innovation and creativity
- Enthusiasm, energy and proud
- Contribution from all
- Community within and across social boundaries
- Positive attitude to advocacy
- Hope
- Exchange and reciprocity

#### Aims

- See an increased sense of hope and aspiration, leading to flourishing individuals and community. (Achieving & Potential)
- Develop an all age programme of activities throughout the BLSW11 area using outdoor spaces, leading to increased sense of safety, improved spaces and greater community unity. (Safety & Wellbeing)

- See an increased sense of participation for carers and those with disabilities in BLSW11. (Safety & Wellbeing)
- Work with agencies to improve all spaces that are identified as dark, unsafe &/or depressing e.g. railway tunnel, 'dog mess alley'. (Influence & Ownership)
- Ensure people in our community are informed of things that affect them and have a way to respond, whether planning applications or groups and clubs available to them. (Influence & Ownership)
- Work with people to increase respect & care of the area and its people. (Influence & Ownership)
- Create an environment where all individuals can come together on common ground; to share skills, values and contribute towards a cohesive community. (Community & Relationships)
- Organise annual sustainable/self-sufficient events that celebrate Big Local, our community and its values. (Sustainability)
- Generate income to ensure continuity and a sustainable legacy for BLSW11. (Sustainability)

## 1. DEFINITIONS

“BLSW11” for the purposes of this document means Big Local SW11 Partnership”.

“Area” is that which was defined by Local Trust and attached as an Appendix to this document.

“Community” – People and groups that live, work, volunteer or study in the geographical area defined by Big Local SW11’.

“Conflict of Interest” any direct or indirect interest or a Member whether personal, by virtue of a duty of loyalty to another organisation or otherwise that conflicts, or might conflict with the interests of BLSW11.

“Partnership Committee” the members tasked with the management of BLSW11 affairs.

“LTO” Local Trusted Organisation.

## 2. POWERS AND THE PURPOSE OF BLSW11

- 2.1. BLSW11 was set up following the award of £1 million by the Local Trust for the benefit of a defined area and to be spent over a period of 10 years.
- 2.2. The objects of BLSW11 are to carry on activities which benefit the community and to carry out our Plan.
- 2.3. To further its purpose BLSW11 may do all such lawful things and, in particular recommend investment, match funding or raising of further funds consistent with its purpose and within Local Trust’s guidelines
- 2.4. The Partnership Committee recognises that there is no legal right to limit the liability of the Partnership, however the Partnership Committee of BLSW11 will take all the necessary action to protect itself from any liability

### 3. CODE OF CONDUCT

- 3.1. All Partnership Committee, any facilitators or anyone supporting BLSW11 will abide by the Code of Conduct.
- 3.2. BLSW11 will be non-political and will conduct its business professionally in line with the Code of Conduct.

### 4. PARTNERSHIP COMMITTEE, THEIR POWERS AND RESPONSIBILITIES

#### 4.1. Partnership Committee

- a The Partnership Committee will be elected for a 3-year period by the General Members at an Annual Meeting of BLSW11.
- b All nominations or volunteers for the Executive Committee must be submitted in writing at least 7 days before the scheduled meeting.
- c Voting can be made in person at the meeting or by email by 12 noon of the day of the meeting.
- d Voting shall be carried out by secret ballot for a Partnership Committee of 12 members.
- e Counting of votes should be done by a Big Local representative together with at least 2 independent General Members.
- f The following positions will form the Partnership Committee. These appointments will be made at the 1<sup>st</sup> meeting of the Partnership Committee following the relevant AGM:
  - i Chair
  - ii Vice Chair
  - iii Treasurer/Finance Officer
  - iv Secretary/Administrator
- g The Committee may appoint any other positions deemed appropriate by the Committee. At least 51% of these must meet with Local Trust's residency membership requirement

#### 4.2. Election of membership

The Election of the Partnership Committee will take place every 3 years and will be ratified at the AGM.

#### 4.3. Election of Chair

The Partnership Committee will appoint one of their members to the Chair of the Partnership Committee for such term of office as they determine and may at any time remove him or her from office under Article 8.4.

#### 4.4. Partnership Committee General Authority

The Partnership Committee is responsible for the management of BLSW11's business including the delivery of The Plan, for which purpose they may exercise all the powers of BLSW11.

#### 4.5. Meetings

- a The Partnership Committee will meet at least quarterly
- b The Partnership committee may appoint an Inner Executive to meet on a more regular basis.

## 5. DECISION MAKING BY PARTNERSHIP COMMITTEE MEMBERS

### 5.1. Decisions

Any decision of the Partnership Committee must be either a majority decision at a meeting or a decision taken in accordance with any process agreed by all Committee members.

### 5.2. Co-Opted Members

The Partnership Committee shall have the power to co-opt members for particular projects or with a particular skill but co-opted members shall not have a vote.

### 5.3. Sub-Committees

The Partnership Committee shall also have the power to establish any Sub Committee they deem appropriate to assist in meeting the objectives of BLSW11 and to delegate to these Sub Committees such duties as may be considered appropriate.

### 5.4. Other appointments

The Partnership Committee shall have the power to appoint individuals to perform specific duties on behalf of the Committee and to delegate to those individuals such duties as may be considered appropriate

## 6. CALLING A MEETING

### 6.1. Notice

The Secretary or Administrator may give notice of a meeting on the direction of the Chair or other Partnership Committee member. At least 7 days' notice should be given of the meeting, unless:

- a All agree
- b Urgent matters necessitate the calling of a meeting.

### 6.2. Agenda

The Agenda will be set by the Chair in consultation with the Vice Chair and/or Secretary/Administrator.

### 6.3. Quorum

A quorum of at least 5 members, the majority of whom should be residents, are required to hold meetings and make decisions.

### 6.4. Chairing a meeting

The Chair, or in his or her absence the Vice Chair, or in both of their absences another Committee Member will be nominated by those present to act as chair at that meeting.

### 6.5. Decision making by Partnership Committee

- a Questions arising may be decided by a majority of votes.
- b There will only be one vote per member.
- c In the event of equal votes, the Chair shall have the casting vote.

### 6.6. Decisions without a meeting

- a The Partnership Committee may take a unanimous decision without a meeting in accordance with this Terms of Reference by indicating to each other by any means, including by Electronic Means, that they share a common view on or has otherwise indicated agreement. Such a decision may, but need not, take the form of a resolution.



- b A decision which is made in accordance with Article 6.7a shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:
    - i approval from each Partnership Committee Member must be received by a designated person nominated to receive their response
    - ii following receipt of responses from all, the nominated person must communicate to all by any means whether the resolution has been formally approved in accordance with this Article
    - iii the date of the decision shall be the date of the communication from the nominated person confirming formal approval
    - iv the nominated person must prepare a minute of the decision.
- 6.7. **Conflicts of Interest**
- a Whenever a Partnership Committee member finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Committee.
  - b If any question arises as to whether a Partnership Committee member has a Conflict of Interest, the question shall be decided by a majority decision of the other members' present
  - c Whenever a matter is to be discussed at a meeting or decided in accordance with Article 6.7 and a Committee member has a Conflict of Interest in respect of that matter then, subject to Article 6.8, he or she must:
    - i Remain only for such part of the meeting as in the view of the other Committee members is necessary to inform the debate
    - ii Not be counted in the quorum for that part of the meeting, and
    - iii Withdraw during the vote and have no vote on the matter
  - d When a Partnership Committee member has a Conflict of Interest which he or she has declared to the other committee members, he or she shall not be in breach of his or her duties to BLSW11 by withholding confidential information from BLSW11 if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her.
- 6.8. **Power to Authorise a Conflict of Interest**
- The Partnership Committee have the power to authorise a Member to be in a position of Conflict of Interest provided:
- a In relation to the decision to authorise a Conflict of Interest, the conflicted member must comply with this Article.
  - b In authorising a Conflict of Interest, the Committee members can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of doubt, they can decide that the Committee member with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum
  - c The decision to authorise a Conflict of Interest can impose such terms as the Committee members think fit and is subject always to their right to vary or terminate the authorisation
- 6.9. **Minutes**
- The Minutes will comprise a brief summary and action points of the discussions. They will not be verbatim.

#### 6.10. **Annual General Meeting**

An Annual General Meeting will be held no more than three (3) months after the end of the financial year.

#### 6.11. **Extraordinary or Special Meeting**

- a At least 5 Partnership Committee Member, the majority of whom should be residents, may collectively call an Extraordinary or Special meeting.
- b Notice of such meeting should be signed by those 5 members and delivered to the secretary/Administrator at least 14 days before the meeting.
- c If it involves the removal of a Partnership Committee Member under Article 7.2 or 8.7 that member must be given equal notice of the Extraordinary or Special Meeting and be given an opportunity to respond at the meeting.
- d Any resolution must be carried by a majority of those attending a quorate Extraordinary or Special Meeting.

#### 6.12. **Register of Partnership Committee Members Interests**

- a The Partnership Committee shall require a register of interests to be kept. A Partnership Committee member must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with BLSW11 or in any transaction or arrangement entered into by BLSW11 which has not previously been declared.
- b To ensure that the Partnership Committee reflects a broad cross section of the community there will be no more than 2 decision making members (including staff, directors or Trustees) of any organisation or groups active in the community.

### **7. APPOINTMENT AND RETIREMENT OF PARTNERSHIP COMMITTEE**

#### 7.1. **Appointments**

The Appointment of the Partnership Committee will be in accordance with Article 4.1.

#### 7.2. **Termination of Membership of the Partnership Committee**

- a A person ceases to be a Partnership Committee member if he or she:
  - i Removes or ceased to be employed in the area
  - ii Is unable to fulfil their role through prolonged illness or death
  - iii Fails to abide by the terms of the Code of Conduct
  - iv Fails to perform in the role appointed to.

### **8. MEMBERS: BECOMING AND CEASING TO BE A GENERAL MEMBER**

#### 8.1. **Membership**

Anyone residing, in full time employment or volunteering, or active within the designated area can become a General Member of BLSW11.

- a Every person who wishes to become a General Member shall notify the Partnership Committee in such form and containing such information as the Partnership Members require and executed by him or her.
- b Membership can be applied for by post or email to [info@biglocalsw11.co.uk](mailto:info@biglocalsw11.co.uk) or in person at the registered office or BLSW11 Members meeting. To register a person completes a simple registration form to show name, qualification (limited address to show residency or active role) and contact details. Subsequent to registration the

General Member will be notified of future meetings by email, (or text) or notification on website.

- c At any time a qualified person can apply to register their membership.

#### 8.2. **Meetings**

Although BLSW11 Members meetings are open to all, the minimum age for membership is 16 years.

#### 8.3. **Types of Membership**

There are three 3 levels of involvement in BLSW11:

- a All living, working, active or with an interest in the BLSW11 area.
- b Registered members who are entitled to vote and participate in the organisational process.
- c Members Elected to the Partnership Committee.

#### 8.4. **Termination**

- a Membership is not transferable
- b Membership is terminated if:
  - i The member removed, ceases to be employed or volunteering in the defined area
  - ii Dies
  - iii Fails to abide with Articles 12 and/or 22 of the Code of Conduct.

### 9. **DECISION MAKING BY GENERAL MEMBERS**

#### 9.1. **Members Meeting**

- a The Partnership Committee may call a General Meeting at any time, but there will be at least 2 meetings a year.
- b General Meetings must be held in accordance with the provisions regarding such meeting.
- c A person who is not a member shall not have any right to vote at a General Meeting.
- d Article 9.1c shall not prevent a person who is a proxy for a member or a duly authorised representative of a member from voting at a General Meeting.

#### 9.2. **Written Resolutions**

- a A written resolution passed by the majority, with the exception of 9.2b, shall have the effect as if passed as being present at a general meeting.
- b A resolution removing a Partnership Committee member or other appointed Committee member before the expiration of his or her term of office may not be passed as a written resolution.
- c A copy of the written resolution must be sent to every member together with a statement informing the member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse.
- d A member signifies their agreement to a proposed written resolution when BLSW11 receives from him or her an authenticated Document identifying the resolution to which it relates and indicating his or her agreement to the resolution:
  - i If the document is sent to BLSW11 in Hard Copy Form, it is accepted if it bears the member's signature
  - ii If the document is sent by Electronic Means, it is accepted (a) if it bears the member's signature or (b) if the identity of the member is confirmed or (c) if it is

- accompanied by a statement confirming if it is from an email Address notified to BLSW11 as one for the receipt of Electronic communications.
- e A Written resolution is passed when there is a majority of those voting.

## **10. ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS**

### **10.1. Minutes**

- a Minutes of meeting to be recorded and kept for the purpose of:
  - i All appointments of Partnership Committee members
  - ii Resolutions, including decisions made without a meeting
  - iii All proceedings of meetings and of committees including the names of those present at such meeting
  - iv The Minutes shall be kept for a period of at least 10 years from the date of the meeting
  - v Any such minute, if purported to be signed by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall be sufficient evidence of the proceedings.

### **10.2. Finance**

- a BLSW11 will appoint a LTO to administer the funds received from Local Trust.
- b The LTO can be recommended by the Partnership Committee, General Members and must be approved by Local Trust.
- c The Partnership Committee will draw up an agreement with LTO that includes:
  - i Their responsibility for annual financial reporting
  - ii A management fee payable for the provision of agreed services
  - iii Responsibility for all funds belonging to BLSW11, which shall be deposited and accounted for in their name.
  - iv The property and funds held by the LTO cannot be used for the direct private benefit of the members.
- d Expenditure above agreed budget levels shall only be approved by a Partnership Committee Meeting
- e Although the LTO is responsible as above, the Partnership Committee may engage other LTO's to administer funds to carry out the Plan as appropriate

### **10.3. Records and accounts**

The LTO will provide to the Partnership Committee reports on Big Local SW11's monies as set out in the funding agreement and the Big Local Plan.

### **10.4. Insurance**

The Partnership Committee may decide to purchase and maintain insurance, at the expense of BLSW11, for the benefit of any relevant Committee member in respect of any relevant liability.

### **10.5. Employees**

- a All officers and Partnership Committee members will be volunteers.
- b If BLSW11 has the need for additional support that will be on a contractual basis administered by the LTO.
- c The Partnership Committee has the powers to recommend to the LTO the appointment of employees through an approved Contract of Employment.