



Cresswell, Ellington, Linton and Lynemouth (CELL)

Big Local Partnership Terms of Reference

1. Name and Area of Benefit

The Name of the organisation is CELL Big Local Partnership, referred to in this document as the Partnership. For the purposes of these Terms of Reference the geographical area (**Appendix A**) includes the residents and those who are employed or volunteer in all households, businesses, places of worship and other places of activity within the area.

2. The Role of the CELL Partnership Board

The CELL Partnership's objective is to oversee and manage CELL's Big Local Plan which will deliver four key objectives for the people of the CELL area over ten years and beyond.

1. Our community will be better able to identify local need and take action in response.
2. CELL people will have increased skills and confidence.
3. Our community will make a difference to the needs we prioritise.
4. We will know that our area is an even better place to live.

The vision of the CELL Partnership is to "That people enjoy being part of our shared community and that collectively we build up the confidence and skills to make CELL a great place in which to live, work and play." ""

We will do this through a range of methods including research, advice, providing and securing additional resources, facilitating grants and loans to organisations, groups and residents.

This will be achieved by -:

1. Listening and consulting people taking forward themes that are important to them
2. Supporting all local people to make their views heard and where possible, act on these views. Involve existing networks and organisations to help with this.
3. Contributing to consultations on relevant projects, initiatives and plans.
4. Seek additional resources for the benefit of CELL to those provided where they fit in with achieving our plan and supporting, where possible, those that do not.
5. Being open to change and knowing that things may not always go to plan
6. Evaluating what we do so we will know that we are achieving CELLs priorities
7. Working in partnership with those who support our Vision
8. Recognising and reflecting on divergent views and working with these to try and gain consensus.

3. The relationship between CELL Partnership Board and community

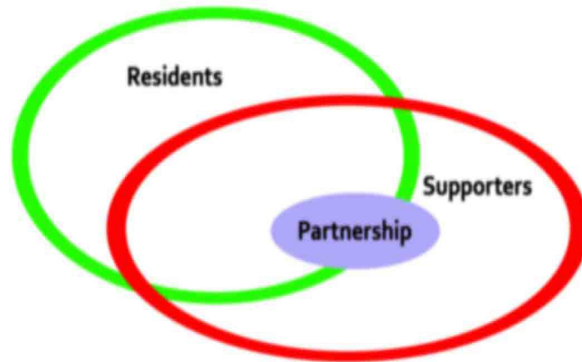
1 Residents

Residents who live within the CELL Big Local area are part of our structure, recognising residents will decide themselves how active, or not, they wish to be within Big Local.

2. Supporters

These are organisations and individuals inside or outside of the area who actively support the delivery of CELL Big Local with examples such as ISOS, Northumberland County Council and Lynemouth Community Trust. Such supporters could include organisations that serve the area, but don't actually have a physical base.

Cell structure



4. The Objectives of the Partnership

The Partnership shall:

1. bring together a vision about the development of CELL which can be shared with those who live, work or volunteer within the CELL Big local area.
2. Consult on and agree the content of the CELL Community Profile and Project Plan(s)
3. Annually review the framework and structure for CELL plan delivery
4. Task delivery groups with specific outcomes in furtherance of the plan.
5. Receive delivery group recommendations and make decisions
6. Monitor overall progress towards CELL objectives and outcomes.
7. Ensure that the Partnership works closely with local residents, educational, faith, businesses, schools, councils and other statutory bodies.
8. Have communication and media systems in place to ensure all sections of our community are reached and can reach us.

9. Make arrangements for and monitor the allocation of funds and grants received by CELL.
10. Approve arrangements for the management and administration of the Partnership including the relationship with Local Trust and the appointment of our Local Trusted Organisation for plan delivery

5. Powers

In furtherance of the Objectives but not otherwise, the Partnership will:

1. Ensure all activities of the Partnership are carried out effectively and efficiently for the proper pursuit of the Objectives;
2. Appoint a Trusted Local Organisation to hold Big Local and other associated Funds and to administer the distribution of funds;
3. Manage the use of Big Local and other associated Funds and provide regular financial reports to the wider community;
4. Monitor and evaluate the impact of Funds and report to the wider community and Local Trust;
5. Raise additional funds for the pursuit of the Objectives by any lawful means.
6. Do anything else within the law, which is necessary in carrying out the Objectives.
7. Use all powers necessary to achieve the objectives of CELL, including the power to raise funds, employ staff, enter into agreements and contracts.
8. Have the power to amend the terms of reference, subject to a General Meeting (GM) / Annual General Meeting (AGM) with 21 days notice. The terms of the proposed amendment must be given with the notice calling the meeting.

6. Membership of the CELL Partnership Board

1. At least eight members to a maximum of twenty.

2. The majority (at least 51%) of members are individuals who normally reside within CELL Big Local's boundaries (see Appendix A) and not formally representing the interests of an organisation.
3. Voting membership of the Partnership will be restricted to residents and those who have a business within the CELL Boundary.
4. Members will stand for re-election every two years. At the end of Year 1, 50% of the membership will be up for re-election. Any member standing down may put themselves forward for re-election.'
5. Nominations to be written in advance by completing the Expression of Interest Form, provided the candidate meets Partnership Membership criteria.

The partnership will seek a balance of skills from its members commensurate with its responsibilities, these include:-

1. Finance
2. Funding
3. Marketing
4. Legal
5. Business Management
6. Policies/Procedures
7. Developing businesses
8. Working with the Community

7. Responsibilities of CELL Partnership Board and its Members

1. To feedback local issues / concerns / praise to the Partnership board.
2. Promote CELL activities, events and encourage wider support.
3. Contribute to collective decision making based on clear evidence.
4. Abide by the Code of Conduct at all times.

5. Attend Partnership meetings held in accessible local venues or offer apologies
6. When applicable, agree the formation or merger of a delivery group to fully investigate and report back to the Partnership with recommendations on a specified item and support Delivery group members
7. To identify areas where training would support skills development in pursuit of their or colleagues roles within CELL Big Local partnership
8. Review the performance of the LTO annually and if necessary provide 3 months notice of the intention to change LTO at any point.
9. To be prepared to travel to fact find and build bridges with other Big Local areas, either of their own volition or as requested by the partnership, reporting back to the partnership
10. To work in the interest of the whole CELL area, no matter where they reside.
11. To arrange for minutes of its meetings to be kept and be publicly available (e.g. published on the website) unless they contain confidential matters in which case such references will be excluded in the published minutes.
12. Make decisions by consensus wherever possible. If matters cannot be decided in this way, a vote may be taken with the Chair of the meeting having the casting vote if required.

8. Delivery Groups

When delivery groups are formed to carry out pieces of work in furtherance of the plan, the Partnership will be responsible for agreeing the lead, members, aims and objectives and the timescales for the work to be completed.

Members of the delivery groups will be responsible for attending and contributing to meetings and ensuring the work is undertaken, the delivery lead will be responsible for making sure progress is made and reporting back to the Partnership via written reports to the Partnership who will then make decisions where requested.

9. Finance

The Partnership Board will make all decisions on expenditure relating to CELL Big Local, but will not hold any monies. No individual, as part of the Partnership Board will be legally liable in any way.

All funds of CELL Big Local Partnership , including all grants, donations and other financial contributions, shall be held by the Local Trusted Organisation who will :-

1. provide regular income and expenditure accounts to the Partnership Board,
2. support the Partnership Board in drawing up its annual budgets,
3. make payments on behalf of the Partnership Board on request
4. make arrangements for an annual audit of the accounts which will be presented to the Partnership Board before the Annual General Meeting.

10. Chairing

The Board will appoint a Chair, and may appoint a Vice Chair, Secretary and Treasurer on an annual basis at the AGM.

The Chair (or in case of absence the Vice Chair) shall -:

- 1) Chair Partnership Meetings in line with the Code of Conduct.
- 2) Steer the meetings towards progressing the formation, delivery and review of Partnership plans and agreed business.
- 3) Ensure all members are encouraged to contribute.

4) Hold a casting vote.

11. **Quorum**

The Partnership will be quorate when at least 51% of voting members are present.

12. **Decision Making**

- 1) Any proposed actions must fall within the powers of CELL, they must be legal, financially viable and meet the requirements of any funding or regulatory bodies involved.
- 2) The Chair of the meeting can suspend a decision until advice has been sought from an external body. A decision can be considered again with the advice received.

13. **Frequency**

The Partnership Board will meet bi-monthly and have the opportunity to revisit frequency of meetings.

14. **Conduct**

1. All meetings will be conducted following the Good Practice laid out in the Code of Conduct and within the CELL values demonstrating openness, fairness and inclusion for everyone.
2. Members will be expected to sign their agreement to the Code of Conduct. Failure to do so will exclude the person from partnership membership.
3. Members of the Partnership if missing three consecutive meetings may have their membership terminated. However if

they have communicated extenuating or unforeseeable circumstances, the partnership may choose to reconsider.

15. Declarations of Interest

1. A Partnership member must declare an interest if they have a direct/indirect gain through personal, political, business or financial interest in the matter being discussed as outlined in Declaration of Personal Interest Policy.
2. Any interest must be declared at the beginning of the meeting or as soon as the person becomes aware. Interest must be declared and explained. The chair can request that they should then leave the meeting during relevant discussions.

16. Circulation of Information

1. A programme of dates for meetings shall be drawn up annually as far as possible usually at the AGM.
2. Agendas will normally be sent out via email 5 clear days before each meeting although failure to do so will not invalidate the meeting.
3. Minutes of partnership meetings will be published on the www.cell-biglocal.org.uk or available as a hard copy by request to the chair.
4. All Partnership members will adhere to the guidance on Confidentiality of Information.

16. Annual general and other meetings

The inaugural Annual General Meeting will be called by Partnership Board and will be widely publicised at a date 12 months after plan approval.

At the Annual General Meeting the Partnership Board will:

1. Present a report on activities during the previous year;
2. Ask the Local Trusted Organisation to present the accounts for the previous year and the proposed budget for the year to come;
3. Elect the Partnership Board for the following year
4. Determine any other matter at the discretion of the Partnership Board or of which notice has been given.
5. Only CELL Big Local residents, workers and volunteers will be entitled to vote at the Annual General and other General meetings.
6. A General or Special General Meeting of the members of CELL Big Local may be held at any time if called by the Partnership Board or if at least 10 residents make a written request to the Chair of the Partnership Board.
7. A Special General Meeting must be called within 14 days of such a request and Partnership members must be informed of the reason for the meeting.
8. A General Meeting requires 28 days' notice to be given to the members specifying the matters to be dealt with.
9. A quorum at an Annual or other General Meeting is 20 CELL residents / business PEOPLE in person. If there is no quorum the meeting may be adjourned for at least 14 days and the number present at the adjourned meeting if at least 15 will constitute a quorum for that meeting).
10. The Chair of the Partnership Board or in their absence some other person elected by the meeting takes the chair at General Meetings.
11. Wherever possible decisions should be arrived at by consensus but where this is not possible a majority vote should decide the issue. The chair will have a casting vote only when required.