

LEYLAND TOWN DEAL BOARD

TERMS OF REFERENCE

1. DUTIES AND TERMS OF REFERENCE

- 1.1. The Leyland Town Deal Board (LTDB) is a strategic body created following Leyland being identified as a town that may benefit from the Towns Fund. The LTDB brings together the private, public and voluntary sectors to provide strategic leadership to develop and deliver a Town Investment Plan and schedule of interventions to secure government funding, and which sets out a clear understanding of the area, focusing on its assets, opportunities and challenges.
- 1.2. Following the agreement of the Leyland Town Deal with the Government, the Board will provide strategic direction and oversight to the delivery of the Town Deal projects.
- 1.3. The LTB will provide strategic insight on the direction on the delivery of the Town Investment Plan by:
 - a. Championing the LTB economic vision and promote bold, deliverable interventions that will generate maximum economic and social benefits for Leyland;
 - b. Using professional expertise and local knowledge to guide future decision making and governance to best deliver value for money across the full suite of Town Deal projects;
 - c. Coordinate with investment in Leyland and the surrounding area, both current and proposed, to optimise the overall benefit for the town;
 - d. Ensuring that the delivery of the Town Deal vision brings benefits which are fairly balanced across all social groups and demographics;
 - e. Communicating with the business community and residents around economic growth and delivery of the interventions;
 - f. Sharing knowledge practice and intelligence within the LTB area;
 - g. Being active ambassadors for Leyland and South Ribble to help realise its longer term development and prosperity.

The Board shall:

- a. Develop and oversee the delivery of the Leyland Town Deal.
- b. Co-ordinate public, private and third sector activity to develop and deliver the interventions in using the framework of the Towns Fund Prospectus, Towns Fund Guidance and any further guidance that may be issued.
- c. Have regard to the three strands of the Prospectus and develop the interventions and maximise the impact of those interventions:

- (i) Urban Regeneration, planning and land use
- (ii) Skills and Enterprise Infrastructure
- (iii) Connectivity

- d. Support the delivery of Leyland Town Deal projects by attending Board meetings, sub groups and participating in other working arrangements as agreed, and reflecting the agreed view of the Board in discussions with partners and stakeholders.

1.4. Where appropriate, alongside South Ribble Borough Council (SRBC), the Board shall:

- a. Promote Leyland as a prime location for inward investment, international trade and to proactively help more locally based companies export their goods and services; examples include SRBC and Board approved media interviews; attendance of events; attendance or set up of community groups or workstreams or sub-groups; PR; social media posts; research; response and attendance to webinars and virtual events.
- b. Actively promote equality, diversity and inclusion across all of its activities (see above for with examples).
- c. Assist the Council in responding to opportunities that arise from government initiatives to support economic development within Leyland;
- d. Attend events to promote the Town Investment Plan and emerging projects

1.5. Members will bring their own perspectives and also represent their organisation, interest group or area. They will be recognised for their valuable contribution bringing ideas, knowledge and expertise to the process. Members will take a Borough wide perspective and develop consensus in the best interests of Leyland. Participants are required to adhere to these Terms of Reference.

1.6. Where matters cannot be efficiently or thoroughly progressed through Board meetings, members may be asked to engage in additional meetings and related tasks including thematic workstreams, task and project focused sub-groups or working with partners. Where this occurs, Members will be asked to report back to subsequent Board meetings.

2. MEMBERSHIP

2.1. The members of the Board shall be appointed by the Board and may be removed at any time by the Board, including behaviour in or outside of the Town Deal Board that can be considered as bringing the Town Deal Board into disrepute and failure to attend the majority of meetings over a rolling 12 month period, without appropriate apologies, or unwilling to engage in promotion of the Town Deal with examples given in 1.4a.

2.2. The LTB may comprise of representatives of:

- a. Town and Parish Councils
- b. Upper Tier Councils
- c. The local MP
- d. Local Business and Investors
- e. Local Enterprise Partnership
- f. Education

- g. Community representation
- h. Business Improvement District (For Leyland representatives from the Town Team)
- i. Job Centre Plus
- j. Anchor Institutions (for Leyland Runshaw College)
- k. Arm's length and Government Agencies such as Homes England; Environment Agency
- l. Other Investors and Developers

2.3. The LTB may comprise of other private sector representatives and developers who operate on a national and international platforms who understand the requirements for investment and can help identify the best use of private and public funds.

2.4. Applications for new Board Members shall be determined by the Board following a report from SRBC's Democratic & Member Services Officer.

2.5. A Board Member shall cease to be a member of the LTB in the following circumstances;

- a. Such Board Member gives written notice to the Chair of their notice of resignation;
- b. Such Board Member's death;
- c. Such Board Member's bankruptcy making of any arrangement or composition with their creditors, or liquidation, or in the case of an organisation, winding up, liquidation, dissolution or administration or anything analogous to any of the foregoing occurring in relation to a Member in any jurisdiction;
- d. Such Board Member is removed from membership by a resolution of the Board that it is in the best interests of the Board that the membership is terminated.

2.6. Board Members may be removed from the LTB as set out in Appendix 1 (Leyland Town Board Code of Conduct). Any Board Member removed may not be reappointed.

3. THE CHAIR AND DEPUTY CHAIR

3.1. The Board shall appoint a Chair and Deputy Chair who will serve for a period of 36 months before re-election, with a possible annual extension subject to the agreement of the board.

3.2. In the absence of the Chair, the Deputy Chair will assume the responsibilities of the Chair.

3.3. In the absence of both the Chair and Deputy Chair at a formal meeting of the LTB, those present for the meeting of the Board will vote and appoint a Chair for that meeting only.

3.4. The LTB Delivery Team will consult the Chair from time to time on progress of works required to be undertaken on individual interventions.

3.5. The Chair may convene an informal meeting of all or some of the Board Members to inform progress of a particular matter arising under the development of individual interventions.

3.6. The Chair may meet third parties and attend events on any matter pertaining to the Town Investment Plan and individual interventions to progress activity and outcomes.



4. ATTENDANCE AT MEETINGS

- 4.1. The Board will meet monthly until submission of the Town Investment Plan and thereafter quarterly unless otherwise agreed by the Board. The Board may meet at other times during the year as agreed between the members of the Board and may approve recommendations via written procedure.
- 4.2. Members will endeavour to attend all meetings of the Town Deal Board, however if they are unable to attend any meeting then they should submit their apologies in advance of the meeting.
- 4.3. Other persons and external advisers may be invited to attend all or part of any meeting as and when appropriate as observers and shall be entitled to speak at the meeting with the prior permission of the Chair but shall not be entitled to vote.
- 4.4. With the prior agreement of the Chair, any Board Member may participate in a meeting by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can communicate with each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and shall be entitled to vote and be counted in a quorum accordingly.

5. SUBSTITUTES

- 5.1. There shall be no substitutes at the Board meeting with the exception of the representative of SRBC, the Leader of the Council.
- 5.2. The Leader of SRBC shall designate a formal deputy in writing to the Chair.
- 5.3. Where the Leader of SRBC will not be in attendance and not exercising a proxy vote, they must notify SRBC's Democratic & Member Services Officer no later than 24 hours before the Board meeting.

6. NOTICE OF MEETINGS

- 6.1. Meetings of the Board shall be called by the SRBC's Democratic & Member Services Officer to the LTB at the request of the Chair of the Board. The agenda and papers for meetings shall be approved by the Chair.
- 6.2. Unless otherwise agreed, notice of each meeting confirming the venue, time and date together with an agenda of the matters to be discussed at the meeting shall be forwarded to each member and any other person required to attend no later than 5 business days before the date of the meeting. Any supporting reports and/or papers shall be sent to each member of the Board and other attendees (as appropriate) at the same time and minutes published on the website.
- 6.3. The agenda and reports (that are not exempt under legislative arrangements) shall be published on the LTB's website.
- 6.4. There will be occasions when the business of the meeting will be subject to confidentiality for reasons of commercial confidentiality or sensitivity, information provided by the government in confidence, information pertaining to individuals or third party information that is subject

to common law duty of confidentiality. This list is not exhaustive. On such occasions, the notice of the meeting will highlight the reason for confidentiality pertaining to a particular agenda item. At the appropriate time of the meeting, in the event there are public present, the Chair will request those members of the public leave the meeting before that item is discussed and voted upon.

7. QUORUM

7.1. A quorum shall be 5 Board Members present, of which a minimum of two Members should be non-Local Authority representatives.

7.2. Where a decision must be taken, there must be a quorum of 5 in responses received from Board Members of which a minimum of two Members should be non-Local Authority representatives.

8. DECLARATION OF INTEREST

8.1. Each member of the TDB is required to declare any personal, prejudicial or disclosable pecuniary interest (direct or indirect) in any agenda items. Where an interest is prejudicial or is otherwise a disclosable pecuniary interest the member shall take no part in the discussion or decision making about that item. All such declarations must be included in the minutes of the meeting. Board Members shall duly sign and return the Leyland Town Deal Boards Declaration of Interests on an annual basis. A register of interest will be maintained by SRBC.

8.2. It is the responsibility of each Board Member to declare any personal, prejudicial or disclosable pecuniary interest ahead of any meeting in relation to any agenda items. In such circumstances, the Board may establish sub-Boards excluding Board members concerned.

9. DECISION MAKING AND VOTING ARRANGEMENTS

9.1. Each member of the Board shall have one vote which may be cast on matters considered at the meeting by a show of hands. Votes can only be cast by members attending a meeting of the Board.

9.2. The general rule about decision making by the Board is that any decision of the Board must be a majority decision at a meeting.

9.3. Where a conflict of interest exists as set out in the LTB Code of Conduct, a Board Member may take part in the debate but may not vote. However depending on the nature of the conflict, the Board member may be excluded to attend the subject meetings.

9.4. In exceptional circumstances, decision-making and voting will take place via written procedure (email). For instance, if a decision is required to be made between board meetings; this is for the purposes of ensuring the project is able to progress in a timely manner given the challenging delivery programme.

10. REPORTING

- 10.1.1. The proceedings and resolutions of meetings of the Board, including the names of those present and in attendance, shall be minuted by SRBC's Democratic & Member Services Officer. Draft minutes of each meeting will be circulated promptly to all Members of the Board.
- 10.1.2. Minutes of meetings of the Board shall be approved in draft form by the Chair and disseminated to Board no later than ten working days following the meeting. Minutes shall remain in draft until approval by the Board at the Board's next meeting.
- 10.1.3. Approved minutes of the Board shall be published on the website of the Leyland Town Deal, with the exception of minutes relating to items deemed confidential.
- 10.1.4. The Board shall produce an annual report about its activities including a review of the past year and a forecast of activities for the year ahead.
- 10.1.5. The Board will review these Terms of Reference on an annual basis.

11. THE BOARD'S RELATIONSHIP WITH SOUTH RIBBLE BOROUGH COUNCIL (SRBC)

- 11.1.1. The Board is responsible for:
 - a. Developing and agreeing an evidenced based Town Investment Plan
 - b. Developing a clear programme of interventions
 - c. Coordinating resources and including stakeholders
- 11.1.2. SRBC remains the accountable body for all monies received through capacity funding and any other funding that will be allocated throughout the Towns Fund.
- 11.1.3. SRBC will be represented on the Board by various Councillors and Council officials, with the Leader of the Council providing the formal link between the two bodies in the development of outcomes under those functions set out in 11.1.
- 11.1.4. The Board will be supported by the LTD Delivery Team, which will be in the employment of SRBC and Chorley Borough Council.
- 11.1.5. Officers of the LTD Delivery Team may from time to time attend both formal and informal Cabinet of SRBC and attend as required meetings of SRBC's Overview & Scrutiny Committee to provide updates and information pertaining to the development of the Town Investment Plan, programme of interventions and stakeholder engagement. The Board will not be required for attendance.
- 11.1.6. SRBC's Cabinet, Overview and Scrutiny Committee, Transformation Board and Senior Management Team (SMT) may receive reports on the progress of activities through its established performance monitoring.
- 11.1.7. The Board may make recommendations to the Cabinet of SRBC from time to time and prior to the submission of the Business Case.

- 11.1.8. The Board must not become executive or involved with delivery unless duly agreed with SRBC.

12. GENERAL MATTERS

- 12.1.1. Board Members shall duly sign and return the LTB's Code of Conduct (Appendix 1) and Declaration of Interests on an annual basis.
- 12.1.2. The Board may be provided with appropriate and timely training, both in the form of an induction programme for new members and on an ongoing basis.
- 12.1.3. The Board will have access to officer resources in order to carry out its duties through the LTD Delivery Team.
- 12.1.4. The Board shall be entitled to invite relevant third parties to attend any meeting of the Board as observers and they may be entitled to speak at a meeting of the Board with the prior permission of the Chair but shall not be entitled to vote.
- 12.1.5. The Board shall give due consideration to all laws and regulations as appropriate.
- 12.1.6. The Board will, from time to time, consider projects and proposals of a commercial in confidence or sensitive nature that will not be for publication under existing legislative provisions (Data Protection and Freedom of Information). All Board members and invited third parties will observe the need for confidentiality in this respect.
- 12.1.7. The LTB will be subject to the privacy legislation contained within Data Protection Act 2018, Freedom of Information Act 1998 and the Environmental Protection Regulations (various). Such requests will be serviced by SRBC in accordance with SRBC policies and procedures.
- 12.1.8. Members of the public may wish to contact The Board. Any such contact will be managed by the LTD Delivery Team and contact details will be published on the Leyland Town Deal website. The Delivery Team may where appropriate, engage with the Chair and/or wider Board.

13. REVIEW

- 13.1.1. The Government may publish further guidance on the operation and function of Town Deal Boards and these Terms of Reference must be reviewed in accordance with any such guidance.
- 13.1.2. The Board may amend these terms of reference at any time and will be reviewed on an annual basis.

Appendix 1: Leyland Town Board Code of Conduct

- 1.1. The Leyland Town Board (LTB) has adopted this code setting out the expected behaviours required of its Board Members, acknowledging that they each have a responsibility to represent the ambition of the Town Deal for Leyland and work constructively with the Town Deal Delivery Team and partner organisations to develop and deliver the Town Investment Plan and associated activities.
- 1.2. The Town Deal Board will sign off each stage of a Town Investment Plan and Town Deal. The Board is responsible for:
- a. Upholding the Seven Principles of Public Life (the Nolan Principles)
 - b. Developing and agreeing an evidence-based Town Investment Plan
 - c. Establishing a clear programme of interventions
 - d. Embedding arrangements in local plans (where appropriate) and undertaking Environmental Impact Assessments and fulfilling duties on public authorities under the Equalities Act, in particular, and the public sector equality duty
 - e. Coordinating resources and engaging stakeholders
 - f. Ensuring communities' voices are involved in shaping design and decision making at each phase of development
 - g. Ensuring diversity in its engagement with local communities and businesses
 - h. Helping develop detailed business cases
 - i. Overseeing each step of agreeing a Town Deal, and overseeing compliance with the Heads of Terms Agreement with government
- 1.3. Elaborating on point A above and in accordance with the Towns Fund Prospectus, when acting in a Board Member capacity, members must be committed to behaving in a manner that is consistent with the Nolan principles to achieve best outcome for our residents and maintain public confidence in the actions of the Board;

SELFLESSNESS:

Holders of public office should act solely in terms of the public interest.

INTEGRITY:

Holders of public office must avoid placing themselves under any obligation to outside individuals or organisations that might try inappropriately to influence them in their work. They should not act or take decisions in order to gain financial or material benefits for themselves, their family or their friends. They must declare and resolve any interests and relationships.

OBJECTIVITY:

Holders of public office must act and take decisions impartially, fairly and on merit, using the best evidence and without discrimination or bias.

ACCOUNTABILITY:

Holders of public office are accountable for their decisions and actions to the public and must submit themselves to the scrutiny necessary to ensure this.

OPENNESS:

Holders of public office should act and take decisions in an open and transparent manner. Information should not be withheld from the public unless there are clear and lawful reasons for so doing.

HONESTY:

Holders of public office should be truthful.

LEADERSHIP:

Holders of public office should exhibit these principles in their own behaviour. They should actively promote and robustly support the principles and be willing to challenge poor behaviour wherever it occurs.

CONFLICTS OF INTEREST

- 1.4. A conflict of interest arises where a Board Member, a close associate, immediate family, business, organisation or employer has an interest in a matter which is the same as, connected to or may be affected by the matter under discussion.
- 1.5. A Register of Interests shall be established and completed by all members of the Board. This shall be made available to the Chair at all meetings. The LTD Delivery Team will maintain a register of Board Member interests that will be reviewed annually to ensure it is up to date.
- 1.6. At a meeting, Board Members must declare any interest, which they have in any matter to be considered at that meeting. The Board may, at any time authorise a Member to remain in the meeting whilst a matter in which they have or may have a conflict of interest is discussed, then a Member may speak on the item but must not vote on it.

Registration of Gifts and Hospitality

- 1.7. Board Members must register in the Register of Members Gifts and Hospitality, held by the LTD Delivery Team, any gift or hospitality worth £5 or over received (or offered), in connection with their official duties as a Board Member and the source of that gift or hospitality (or offer) within 28 days of receiving it. Acceptance by Board Members of hospitality through attendance at relevant events, conferences and other Board related activity is acceptable where it is clear the hospitality is corporate rather than personal.
- 2.0 Complaints where a person has reason to believe that the conduct of a Board Member of the LTB has fallen short of the standards set out above, encapsulated in the Nolan Principles, a complaint may be made in writing to;

Governance Team
South Ribble Borough Council
Civic Centre
West Paddock
Leyland
PR25 1DH

Appendix 2: Register of Interests Declaration Form

I,Martin Liam Ferguson..... as member of the Leyland Town Board have set out below my interests in accordance with the Town Deal Board's term of reference and code of conduct.

Please give details of interest, specifying dates and endings of appointments for the following:

1. Current employment and any employment held in the last 12 months:
.....None.....
2. Details of all businesses in which I am a partner or sole proprietor:None
3. Current appointments (voluntary or otherwise) e.g. trusteeships, directorships, tribunals etc.:
Rutherford Developments Limited (08053307)
Manufacturers Network Limited (10999352)
Seatriever Int Holdings Limited (04668605)
4. Current membership of any professional bodies, special interest groups or mutual support organisations:None
5. Gifts or hospitality offered to you by external bodies and whether this was declined or accepted in the last twelve months:
.....None.....
6. Details of existing business interests, company directorships and trusteeships of immediate family (to include spouse/ partner, siblings, children and parents):

Partner – Alison J Lever – Director of Smart Works Greater Manchester (09425123)- Reg Charity

To the best of my knowledge, the above information is complete and correct. I undertake to update the information provided within 28 calendar days of any information changing or a new interest becoming registrable and to review the accuracy of the information on an annual basis. I undertake to declare any interest which I have in any matter, to be considered at a meeting.

I give my consent for it to be used for the purposes described in the Terms of Reference and Code of Conduct and for no other purpose.

I give my consent for this notification to be published on the Leyland Town Deal website.

I understand that by signing this notification I am also agreeing to abide by the LTB Code of Conduct.

Signed: 

Date: 11/2/2022