



Loughborough Town Deal Fund Programme

Project Assurance Framework

September 2021

Version Control

Version	Publication Date	Description of changes	Modified by
1	06-10-21	First publication of Project Assurance Framework	
2	07-12-22	Approval of updated list of Lead Officers for the Accountable Body	Town Deal Programme Management Team
3	14-03-23	Updates to the role of the S151 Officer (assurance); variations; and performance management and monitoring incorporating new procedures and guidance from Towns Fund/ DLUHC	Town Deal Programme Management Team
4	29 -09-23	Updates to incorporate changes to Project Adjustment Request process from Towns Fund/ DLUHC	Town Deal Programme Management Team

Approved: 29 September 2023

Contents

1. Introduction
2. Loughborough Town Deal Board Governance Structure
3. Transparency
4. Accountable Body
5. Role of the Section 151 Officer
6. Business case development
7. Scope of due diligence
8. Decision Making
9. Claims & Grant Funding Agreements
10. Clawback
11. Variation orders
12. Pipeline
13. Monitoring

Appendices:

Appendix 1 – Loughborough Town Deal Terms of Reference

Appendix 2 – Sub Group Terms of Reference

1. Introduction

- 1.1 This document sets out how the Loughborough Town Deal Fund Programme will be managed and governed, taking account of the Heads of Terms agreed with Government.
- 1.2 It provides further detail to support the arrangements set out within the Town Deal Investment Plan. It has been drafted with reference to the Local Growth Assurance Framework developed by the Leicestershire LEP for the management of its programmes and the existing policies and protocols which are in place for Charnwood Borough Council (as Accountable Body for the Town Fund Programme).
- 1.3 The document will be updated to take account of any further Government requirements in respect of this Programme. Any changes to the document will be subject to Loughborough Town Deal Board approval.

2. Loughborough Town Deal Governance Structure

- 2.1 The development and delivery of the Investment Plan and Town Fund Programme in Loughborough is overseen by the Loughborough Town Deal Board. The Board was established in January 2020, with an initial remit to develop a Town Deal Investment Plan for Loughborough to drive sustainable productivity growth. It is now the role of the Board to oversee the implementation and delivery of this Investment Plan (and any amendments to this Plan, where appropriate).
- 2.2 The **Loughborough Town Deal Board** comprises public, private and community sector representatives, including the Member of Parliament for Loughborough and anchor institutions such as the University of Loughborough, Loughborough College, Leicestershire Local Enterprise Partnership, Charnwood Borough Council, Leicestershire County Council, Charnwood Together Economy & Skills Group, Enterprise Zone Steering Group, Charnwood Tourism Group, Leicestershire Promotions, Love Loughborough, Loughborough Public Realm Group. Sectors which are crucial to Loughborough's economic growth and recovery are also represented through large firms and high growth SMEs operating in manufacturing, digital and tech, development, finance and retail.
- 2.4 The Loughborough Town Deal Board will lead on the overall strategy and maintain an overview of all funding decisions and overall progress in delivering the programme of projects.
- 2.5 The Board's Terms of Reference are included in Appendix 1.
- 2.6 In support of the Loughborough Town Deal Board are three sub groups:
 - Member Reference Group
 - Community Consultation & Engagement Group
 - Delivery Sub-Group

- 2.7 The Terms of Reference for each of the Sub Groups are included in Appendix 2.
- 2.8 The Loughborough Town Deal Board may establish sub groups as it sees fit and delegate decision making responsibilities to them. Currently only the Delivery Sub-Group benefits from delegation from the Board as detailed in the Board's terms of reference.



Loughborough Town Deal Governance Structure

- 2.9 The **Member Reference Group** (MRG) is a forum for Loughborough Ward Councillors to gain a more detailed understanding of the Loughborough Town Deal programme. It provides a means to broaden awareness and build consensus and to assist ward councillors in their representative role in the local community. The MRG may also make representations to the Town Deal Board on any issues relating to the Town Deal.
- 2.10 The **Community Consultation and Engagement Group** (CEG) is an advisory body to the Loughborough Town Deal Board on matters of community engagement and consultation. Its primary purpose was to help develop the Town Deal Board's priorities and the programme of projects and it provided a route through which residents, businesses, community groups and others could channel opportunities, issues and concerns, with a view to solving problems together. Now that the Town Deal projects are being delivered and they are each carrying out their own consultation and engagement, the Group remains available should further consultation and engagement be required on the whole Town Deal programme. Regular communications are continuing to be delivered about the programme as a whole.
- 2.11 The **Delivery Sub-Group** (DSG) oversees the delivery of the overall Town Deal programme, ensuring effective co-ordination of project leads. The Sub-Group reviews the detailed project business cases and external advice to determine whether schemes should be approved, and it monitors project progress, delivery of outputs, outcomes and expenditure.
- 2.12 An important role of the Delivery Sub-Group is to consider project business cases and, subject to final approval by the Section 151 Officer of the Accountable Body as detailed in Section 4, to authorise their submission to DLUHC.

3. Transparency

- 3.1 All Board Members are required to sign a Code of Conduct and to declare any conflicts of interest at each Board meeting. A register of Board Members' Interest is held by the Charnwood Borough Council Democratic Services Team. The Code of Conduct is set out in Annex 1 of the Loughborough Town Deal Board Terms of Reference.
- 3.2 The Terms of Reference and the Code of Conduct and register of members' interests are available to view on the Loughborough Town Deal website. In addition, as part of its transparent decision making, all Board papers, meeting minutes and agendas are published. These papers can all be accessed via the dedicated Town Deal web-portal at: <https://www.loughboroughtowndeal.co.uk>
- 3.3 The importance of openly sharing Board and Sub-Group discussions regarding strategy, use of funding, project progress and delivery is recognised. However, the Board may decide to withhold 'confidential information' from being publicly available. In these circumstances the Board will be guided by the provisions of the exemptions listed in Schedule 12 of the Local Government Act 1972 and information will be handled and retained in accordance with the policies and procedures of the Accountable Body.

4. Accountable Body

- 4.1 Charnwood Borough Council was appointed as the Loughborough Town Deal Board's single accountable body in January 2020 as a requirement of the Towns Fund guidance.
- 4.2 The Accountable Body, through the Section 151 Officer, is accountable for the proper use and administration of funding, all of which falls under the annual audit of the Charnwood Borough Council's accounts, and for ensuring that decisions are made in accordance with this Assurance Framework or any other framework which may instead apply.
- 4.3 These responsibilities include:
 - Ensuring the decisions and activities of the Board conform with legal requirements regarding equalities, social value, environment, Subsidy Control, procurement etc.
 - Ensuring that funds are used in accordance with the conditions placed on each grant.
 - Ensuring (through the Section 151 Officer) that the funds are used appropriately.
 - Ensuring that this Assurance Framework (or any other which may instead apply) is implemented and adhered to.
 - Maintaining the official record of Board proceedings and holding copies of all relevant Board documents relating to any funding streams the Accountable Body is responsible for.
 - Ensuring Board decisions at formal meeting are recorded by way of minutes, and the minutes of each meeting are reported to the subsequent meeting to

ensure accuracy. Minutes, agendas, and reports are published on the Charnwood Borough Council website.

- Responsibility for the decisions of the Board in approving projects (for example if subjected to legal challenge).

- 4.4 These matters will be assured through internal audit as instructed by Charnwood Borough Council as the Accountable Body.
- 4.5 Awards of funding will be accompanied by a written agreement between the Accountable Body and the project sponsor/promoter [the project lead], setting out the split of responsibilities and specifying provisions for the protection of public funds, such as arrangements to suspend or claw back funding in the event of non-delivery or mismanagement.
- 4.6 The use of resources is subject to the usual local authority checks and balances – including the financial duties and rules which require councils to act prudently in spending; these are overseen and monitored by the Section 151 Officer.
- 4.7 While it may put in place procedures and promote proper practice, and monitor and report on the effectiveness of these, the Accountable Body is not responsible for any deficiencies in the administration of public monies among funding recipients and partner bodies. In the event of any shortcomings coming to light it will seek to safeguard, and recover where appropriate, the relevant monies through either the Board mechanisms or its own channels as it considers most suitable in the circumstances.
- 4.8 The Accountable Body would only normally refuse a decision of the Delivery Sub-Group (or Board) if it were:
- Not procedurally valid, or
 - Illegal, or
 - Would lead to the available budget being exceeded.
- 4.9 If a situation did occur whereby the Accountable Body had significant concerns about a decision the Delivery Sub-Group (or Board) had taken, or proposed to take, then an urgent meeting within 5 working days would be convened by the Section 151 Officer of the Accountable Body with key stakeholders from both the Board and the Accountable Body. The Council's S151 Officer will ensure compliance with all necessary financial regulations.
- 4.10 There will be a clear separation between project leads (i.e., Charnwood Borough Council led schemes) and those advising on decision-making (the Accountable Body role), to ensure the Delivery Sub-Group (or Board) is acting on impartial advice on the merits of business cases.
- 4.11 Where Charnwood Borough Council is the project lead and the Accountable Body, an independent advisor will review the project documents and provide an appraisal to the Board on compliance to the Towns Fund programme. This will allow impartiality between different project leads and the Accountable Body.

- 4.12 Awards of funding by the Board will be accompanied by a written offer in a Grant Funding Agreement between the Accountable Body on behalf of the Board and with the project lead setting out the split of responsibilities and specifying provisions for the protection of public funds, such as arrangements to suspend or claw back funding in the event of non-delivery or mismanagement.
- 4.13 An equivalent agreement will be entered into where Charnwood Borough Council are both the project lead and the Accountable Body.
- 4.14 As a minimum, these Grant Funding Agreements will include:
- Details of the project and outputs to be delivered in a specified timescale
 - Arrangements for payment (up front or in arrears, quarterly or other)
 - Arrangements to suspend or claw back funding in the event of non-delivery or mismanagement
 - Monitoring requirements, including the delivery metrics and frequency of reporting
 - Publicity obligations and arrangements
- 4.15 The agreement will be signed by the Section 151 Officer (or equivalent) of the organisation promoting the project and by the Section 151 Officer of the Accountable Body, on behalf of the Loughborough Town Deal Board. The Section 151 Officer of the Accountable Body has the final sign off on funding decisions.

5. Role of the Section 151 Officer

- 5.1 Charnwood Borough Council is the Accountable Body for the Loughborough Town Deal Board. The Council's Section 151 Officer will ensure compliance with all necessary financial regulations and assurance guidance.
- 5.2 The Loughborough Town Deal Board and Accountable Body will ensure they address the five principles of the CIPFA guidance:
- Embed a corporate position for the Section 151 Officer in Board assurance
 - Create a formal/structured mandate for the Section 151 Officer
 - Embed good governance onto decision making
 - Ensure effective review of governance
 - Ensure appropriate skills and resourcing
- 5.3 All Board and any Sub-Group documents, which have financial implications, will be provided to the Section 151 Officer/delegate, and where decisions are being made the Section 151 Officer/delegate will have the opportunity to comment. The Section 151 Officer/delegate will also attend the Loughborough Town Deal Board meeting and Sub-Group meetings to provide support on items that have financial implications.
- 5.4 Assurance will be provided by the requirement for Project Leads to submit signed monitoring returns to the Section 151 Officer as required.
- 5.5 As part of DLUHC's assurance review procedures the Section 151 Officer will provide the 'First Line of Defence' (FLOD), which seeks to establish that the Towns Fund

grant is delivered with propriety, regularity and value for money. To secure the FLOD, the Section 151 Officer will complete two annual returns to DLUHC, namely:

- a statement of grant usage that provides details of the checks that the Section 151 Officer has taken to assure themselves that the local authority/ Accountable Body has in place processes to ensure proper administration of financial affairs relating to the Towns Fund projects; and responds directly to questions addressing the governance and transparency of Towns Fund grant management including procurement, conflict of interest, subsidy control, counter fraud and risk management
- an assurance letter addressed to the Permanent Secretary at DLUHC. This is to include confirmation of the local authority/ Accountable Body and fund being assured; a paragraph outlining whether, having considered all the relevant information, the Section 151 Officer is of the opinion that the affairs of the Accountable Body are being properly administered (including consistently with the National Assurance Framework and this LAF); and if not, information about the main concerns and recommendations about the arrangements which need to be implemented to get the Towns Fund to be properly administered.

5.6 Towns Funding will be separately identified from the Accountable Body's own funds; the Section 151 Officer will ensure that Towns Funding is used appropriately and not for any purpose other than for that which it is intended.

5.7 The Section 151 Officer (or their delegated representative) will be invited to attend all Board and Sub-Group meetings but will not be entitled to vote or make decisions.

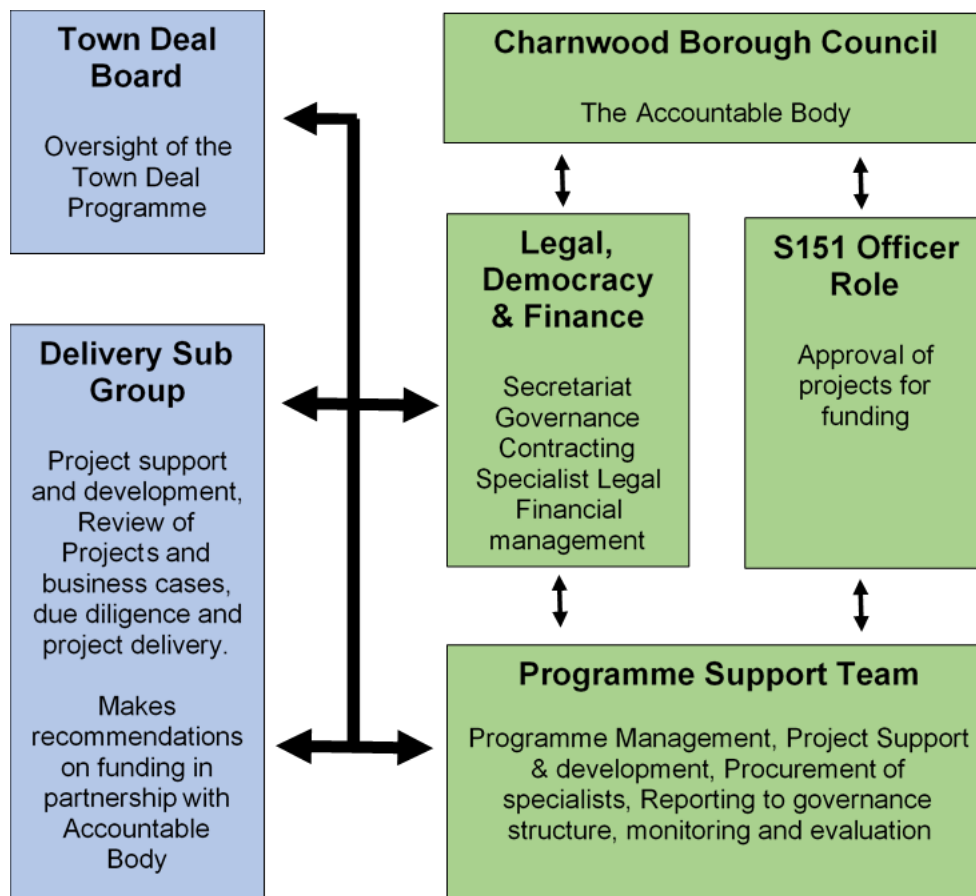
5.8 A wider support function will be provided by Council officers including expertise provided by Legal Services, Democratic Services and Financial Services. External consultancy services with specialist expertise will also be procured to support the Town Deal Programme Team, such as to ensure an independent and robust due diligence process.

5.9 The Lead Officers for the Accountable Body are as follows:

- Director – Commercial and Economic Development
- Director – Finance, Governance and Contracts (S151 Officer)
- Head of Economic Development and Regeneration
- Head of Finance
- Head of Governance and Human Resources (Monitoring Officer)
- Communications Manager
- Loughborough Town Deal Programme Manager

5.10 In the management and development of the Loughborough Town Deal Programme, officers will seek to collaborate with other Towns Fund areas to share best practice and to explore opportunities for cross-working and the sharing of resource and expertise where this is considered to add value or deliver efficiencies.

5.11 The relationship between the Accountable Body and Loughborough Town Deal Board structure is shown below:



6. Business Case Development

- 6.1 The Loughborough Town Deal Investment Plan provides the vision for sustainable growth in Loughborough over the long-term and a blueprint for an initial programme of schemes to help achieve this vision.
- 6.2 The Investment Plan has been approved by Government and formal Heads of Terms agreed which dictate the overall level of funding awarded and the conditions which apply. Given that the level of funding is insufficient to support all the schemes in the Investment Plan, the Board has reviewed the overall programme and determined the final selection of projects and 'in principle' allocation of funds for each of the prioritised schemes. These remain to be worked up to full business case stage.
- 6.3 To this end, project leads are required to develop a business case for their projects in line with the Heads of Terms agreed with government and the 'green book'. The Programme Team will work with project leads, through the Delivery Sub-Group (or Board) and individually, to support the development of these business cases and to provide access to expert external support where necessary, subject to available funding. However, responsibility for the development and drafting of the final business case will sit with the project leads for the project in each case.
- 6.4 The DLUHC Proportionality Tool can be used to inform a lighter touch business case in circumstances where project leads can confirm:
1. The business case development costs are too high in relation to the size of the project

2. There is no Regional or National significance
3. The project is not complex or innovative
4. There is sufficient experience in completing similar projects

6.5 The Accountable Body will procure support from independent experts to undertake due diligence and provide a formal appraisal of each business case to inform the Delivery Sub-Group's final decision on whether to approve a project for funding. This decision is subject to the final approval of the Section 151 Officer of the Accountable Body. This will ensure fair, robust and transparent decision making.

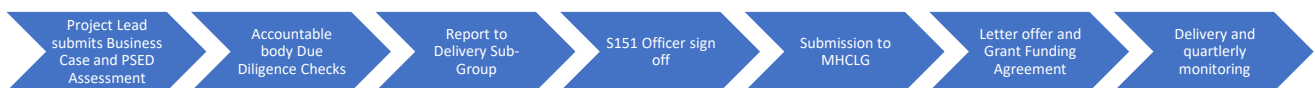
6.6 For schemes that are being delivered directly by the Accountable Body, approval will also be required by the Council Executive or its delegee in line with the Council's Financial Regulations and governance arrangements.

6.7 A formal award to a project lead shall not be approved by the Delivery Sub-Group until a business case has been developed, which has been subject to due diligence and has been signed off by the Section 151 Officer.

6.8 Once a decision to approve a funding award has been made, the Accountable Body will enter into a Grant Funding Agreement (GFA) with the lead partner for the delivery of this project. Thereafter, the project lead will be responsible for the management and monitoring of this project and will need to complete regular monitoring returns to enable the Accountable Body to carry out its overall programme management duties including the Annual Performance Review

6.9 Where the Accountable Body is also leading on the delivery of a project, the Council will ensure that there is a separation of duties between those managing the programme and those involved in the delivery of the project. The Council's Project Manager in each case will be accountable for the project and for meeting any conditions set out in the Agreement with government and identified as part of the due diligence check. The Project Manager will complete regular monitoring returns in the same way as an external partner would be required to do, to ensure that the project is being managed in accordance with the requirement of the programme.

6.10 The diagram below is a visual outline of this process:



6.11 A business case template has been developed by government to take account of Town Deal specific guidance. Within the business case, projects will be required to meet the criteria set out below, building on the information provided within the Project Proformas set out in the Investment Plan:

- **Strategic case** – must show the rationale, background, policy context and strategic fit of the public expenditure or public intervention, this should include clear objectives with a robust logic of change from inputs to outcomes.

- **Economic case** – with evidence of why a privately provided solution would fall short of what is optimal (market failure) and a list of options to achieve a better outcome. “Do nothing” should always be an option. The case must build on robust verifiable evidence, consider additionality, and displacement of activity, and include a sensitivity analysis and a correction for optimism bias if risk is a factor for success. Value for money is ideally demonstrated in a credible Benefit-Cost Ratio, but where some of the costs and/or benefits cannot be monetised at the present time, the economic case should proportionally capture these impacts and specify a partial value for money measure. Wider benefits and costs should be considered and specified where these are sizeable, compared with the direct impacts. Towns should decide how to treat Covid-19 impacts.
- **Commercial case** – demonstrate commercial viability or contractual structure for the project, including procurement where applicable.
- **Financial case** – standard appraisal of financial implications of the project, where applicable this should include budgets, cash flow, and contingencies.
- **Management case** – how the project will be delivered

7. Scope of Due Diligence

- 7.1 This process will incorporate verification of outputs and a value for money assessment. Information such as development appraisals, cost plans, valuations, and other information will be required to substantiate the information within project business cases as relevant.
- 7.2 The scope of the due diligence appraisal is as follows:
1. Project summary and planning status
 2. Funding sought and status of match funding
 3. Key Issues
 4. Review of Strategic Case
 5. Review of Economic Case, including assessment of outputs and value for money
 6. Review of Commercial Case, including market assessment and development appraisal as relevant to the scheme
 7. Review of Financial Case, including review of the mechanism for investment, procurement, state aid and legal compliance
 8. Review of Management Case, including assessment of deliverability, programme and milestones
 9. Overall Risk Assessment
 10. Conditions and terms for the funding agreement
 11. Conclusions & Recommendations
- 7.3 The due diligence process will be undertaken by an independent expert, subject to appointment by the Accountable Body.

- 7.4 Following the due diligence process the independent expert will consult with the Section 151 Officer and projects will be classified as:
- Ready to proceed
 - Ready to proceed, pending limited additional information
 - Not ready to proceed/require significant additional information
- 7.5 The independent expert will pull together their findings in a report to be presented to the Delivery Sub-Group (or Board) for a decision.

8. Decision Making

- 8.1 Due diligence reports will be presented to the Delivery Sub-Group (or Board) who will consider whether to approve the business case.
- 8.2 The Delivery Sub-Group will be convened in accordance with its terms of reference to consider project business cases, due diligence reports and make decisions whether to submit the business case and summary documents to DLUHC, subject to the Section 151 Officer's approval.
- 8.3 A decision which is made in contravention of this Assurance Framework process will be invalid based on non-compliance unless the Loughborough Town Deal Board has given prior approval for variation in the decision-making process.

9. Claims & Grant Funding Agreements

- 9.1 Once funding has been identified and confirmed, subject to projects fully addressing any compliance issues identified, a Grant Offer Letter (Heads of Terms) will be issued to the Project Lead.
- 9.2 The Grant Offer Letter is not a contract and the Accountable Body reserves the right to withdraw or amend a Grant Offer Letter prior to issuing and finalising a legally binding Funding Agreement. The Grant Offer Letter will address any conditions placed on the funding by the decision-making body.
- 9.3 All Charnwood Borough Council projects will be governed by a Memorandum of Understanding (MoU). Project leads that are non-Borough Council will be subject to a project specific Grant Funding Agreement reflecting the conditions of the funding between the Board and the funding body. The MoU and the funding Agreement provisions will be aligned where possible to ensure equity and consistency. The final Grant Funding Agreement is based on a standardised set of terms and conditions and will contain any specific provisions required by the funding source.
- 9.4 A Grant Funding Agreement will be developed by the Accountable Body to align with its requirements in respect of the management and monitoring of Town Deal projects. The Schedule sections of the contract will include bespoke information relating to each project and take into account contractual obligations emerging from the due diligence appraisal process and expectations in terms of monitoring and evaluation of expenditure, outputs and outcomes.

- 9.5 The Grant Funding Agreement is prepared, agreed and signed between the Accountable Body and project lead and forms a legally binding contract between the two parties. It is recognised that projects that have multi-year funding are exposed to the risk that subsequent years' allocations may only be confirmed within the financial year to which they relate. Projects may choose to proceed at risk. The Board will consider options to assist in the management of the financial risk attributed to multi-year projects.
- 9.6 Subject to verification with DLUHC on a date from which spend may be legitimately claimed/any further detailed guidance, there may be occasions where projects incur essential eligible costs in advance of the contractual agreement being in place, for example, project design fees, planning fees, procurement costs, etc. These costs could be included within and considered as part of the due diligence appraisal, and if approved for funding support, would be specifically identified within schedules of the contractual agreement for the project.

10. Claw-back

- 10.1 The Grant Funding Agreement will set out the conditions relating to the project and the responsibilities for all parties.
- 10.2 The funding agreement also includes a mechanism for clawback. This will ensure that that funding is only spent on the specified scheme and linked the delivery of outputs and outcomes, whilst giving the Accountable Body the option of clawing back funds in the event of poor performance, misuse of funds, anticipated savings, where a project is changed from its original purpose or where assets are disposed of within a certain period. Any decision to clawback funds will be made by the Town Deal Board on the recommendation of the Delivery Sub-Group.
- 10.3 As a benchmark, it is proposed that if performance in terms of spend and/or outputs is deemed to be very poor (red RAG rated), that performance should be reviewed by the Delivery Sub-Group. The Delivery Sub-Group could decide to suspend the project and make recommendations to the Loughborough Town Deal Board that funding is halted and any grant issued be recovered.
- 10.4 Where funds are removed from a project, reallocation to alternative approved projects may be considered in order to secure their viability. It will be important to have in place an approved process for the Delivery Sub-Group to consider reallocating Town Deal funding but, subject to the release of any further Towns Fund detailed guidance, this approach during delivery should specifically focus on securing the viability of existing projects where rescoping is required and where the changes still represent good value for money.

11. Variation/ Change and Project Adjustment Requests

- 11.1 Once a business case and Summary Document is finalised and approved, projects should be delivered according to the timescales, outputs, outcomes and financial profile agreed with DLUHC. However, there may be issues that impact on delivery and circumstances where project sponsors need to declare variations to key

aspects of their projects. In recognition of the present challenging delivery environment, adjustments to projects in delivery may be allowed subject to the change process below. This process is focused on securing the viability of existing, agreed projects.

- 11.2 Project Leads are required to notify the Accountable Body of any issues that may impact on a project's agreed budget (costs and funding), scope, delivery timescales or outputs and outcomes. This notification must be submitted within five working days of the issue or proposed change first arising.
- 11.3 Requests for formal variations to the Project will take the form of a Change Control Note, as set out in the Grant Funding Agreement and must be submitted to the local authority/ Accountable Body at the earliest possible point. The Change Control Note will be completed by the relevant project lead/ project manager and provide a full description and explanation for the change along with details of the effect on the project; its total cost, capital/ revenue split and all sources of funding; and the project completion date; along with any additional information which may help clarify the changes being requested.
- 11.4 The Accountable Body will review the change request and justification to decide (in liaison with the CLGU Area Lead) if an 'in-delivery' Project Adjustment Request (PAR) is required. Project adjustments include but are not limited to:
- An overall change of project scope
 - Re-scoping of outputs/outcomes
 - Change to a project's Towns Fund funding amount
 - Change to a project's match funding amount (if this impacts on outputs and outcomes)
 - Movement of funds between projects within the programme
 - Merging projects or splitting projects into multiple interventions
 - Cancellation of projects
 - A change in location.

For the avoidance of doubt, solely moving project funding across years with no change to planned outputs and outcomes (for example as a result of delivery slippage) does not require the submission of a PAR but instead will be reconciled via the formal Performance Reporting process to DLUHC.

- 11.5 Where a PAR is required, the project lead will complete the PAR form and provide further information to enable requested changes to be considered. The project lead/ Project Sponsor Organisation must:
- demonstrate the extent of value engineering and cost savings exercises undertaken to avert the need for a formal PAR
 - update the original business case and submit it for reappraisal.

The updated business case will be subject to due diligence as set out in section 7. The BCR in the updated business case and value for money assessment should take into account any sunk costs as a result of spend on project activity that is not now going ahead. Both a BCR including the sunk costs and one without must be provided.

11.6 The proposed PAR, updated business case and due diligence report will be presented to the Delivery Sub-Group to consider. The PAR should meet the following criteria:

- The project can be delivered and spend achieved by 31 March 2026
- The project BCR is above 1.
For BCRs close to 1, the submission of additional information may be required
- The change has Section 151 Officer approval
- The changes do not exceed Loughborough's funding envelope
- Outputs and outcomes are consistent with the themes set out in the Town Investment Plan
- Changes align with the strategic priorities set out in the Town Investment Plan.

11.7 There are two routes for assessing and approving PARs, namely:

Route 1: Delegated to the Delivery Sub-Group (on behalf of the Loughborough Town Deal Board) and Charnwood Borough Council, as the Accountable Body.

Subject to meeting the above criteria DSG, can agree the following changes on behalf of the Loughborough Town Deal Board:

- Up to 30% change to agreed project outputs and outcomes
- 30% flexibility to move spend across years
- Reallocating up to 30% of project funding to another project within the Loughborough Town Deal projects, provided:
 - i. The change does not exceed 30% of the source project value
 - ii. The projects remain good value for money as per the requirements of the Town Deal fund and
 - iii. Outputs, outcomes and spend timetable do not move or reduce by more than 30%

Route 2: Standard

PARs above these delegation limits must be submitted to DLUHC for approval.

The 30% threshold is an accumulative metric over the lifespan of the individual project. Both routes require a PAR proforma to be submitted to the Towns Fund team at DLUHC.

11.8 Discussions with the Department will be undertaken in advance of any changes taking place to confirm whether or not the proposed PAR can be dealt with under delegated power.

11.9 The Accountable Body shall submit the completed PAR to the Towns Fund team, copying in the local Area Lead. It will provide confirmation that the Section 151 Officer is content that the changes will still deliver value for money and that necessary local engagement has been conducted, including with the MP and Town Deal Board.

Whilst DLUHC is not formally approving PARs submitted under Route 1, for monitoring purposes the Department needs to be aware of changes being approved. For PARs submitted under Route 2, a decision from DLUHC shall take place within 20 working days, from its confirmation that no further information is required.

11.10 For all approved changes, the Change Control Note will be processed by the Accountable Body to formally amend the Grant Agreement. The approved Change Control Note is to be signed by the Section 151 Officer and the authorised representative(s) of the project sponsor organisation. No Change can be implemented or come into effect until the Change Control Note has been signed by the authorised representatives of both parties. Where a PAR is required, it must be approved before the Change Control Note is signed.

12. Performance Management and Financial Monitoring

12.1 Projects Leads will be required to provide baseline data for monitoring purposes as requested by DLUHC.

12.2 The Accountable Body will meet with project sponsors once they are contracted to explain how project funds can be drawn down and the procedures required to report performance.

12.3 The Accountable Body will monitor performance of all projects every quarter and will organise site visits to assist the monitoring of each project at least once a year as a minimum. If a project is not performing as expected, more frequent visits and progress meetings will be held with the funding recipients.

12.4 Funding recipients will provide formal 6-monthly performance monitoring reports to the Accountable Body, completing progress report information and spend/output updates as well as providing the top three project risks for each project. The information will be submitted using DLUHC's Performance Monitoring Template and will be required for the 6-month period April - September (H1) and for the period from October – March (H2).

12.5 The Grant Funding Agreement (GFA) will set out a schedule for expected grant payments based on an approximately quarterly basis but more frequent monitoring may be required by the Accountable Body for certain schemes. This is to ensure funds are provided on a timely basis to manage the risk of cashflow detriment while ensuring disbursement is not excessively in advance of need. The GFA schedule will include triggers for the release of Town Deal funding and set out the evidence funding recipients are required to submit to demonstrate how the funding has been utilised. Where previous payments have not been fully utilised, subsequent payments may be adjusted to reconcile the underspend. Where a project is unable to financially cover its costs in the first 6-month period, an advance payment may be authorised, subject to approval by the Delivery Sub-Group.

12.6 Monitoring claims will require requests for, inter alia: financial information and evidence, monitoring data, delivery progress, details of procurement.

12.7 The member of the Accountable Body who checks the claim and passes this will then trigger an approval, to be signed in accordance with scheme of delegation contained within the Charnwood Borough Council's Financial Procedures.

- 12.8 The Accountable Body will ensure from the outset that robust and suitable systems and processes are in place locally to maintain adequate audit trails and manage information effectively and efficiently.
- 12.9 The Accountable Body will review progress against outputs and outcomes quarterly until all outputs have been achieved.
- 12.10 Subject to government monitoring requirements, a quarterly reporting dashboard will provide the Delivery Sub-Group and the Board with regular, detailed RAG rated information on how the project and overall programme is performing.
- 12.11 Where a project is Red RAG rated, it may be subject to monthly monitoring by the Accountable Body. If improvement is not demonstrated, this could result in suspension of the funding and potentially or claw-back of funds.
- 12.12 It is expected that the Accountable Body will commission an independent evaluation of the overall programme.
- 12.13 The Accountable Body will undertake an Annual Performance Review of the programme and present this to the Loughborough Town Deal Board, including:
- S151 Officer's assurance statement (as detailed in section 5)
 - Statement of funds held on account and committed
 - Performance data for each project including: financial information, monitoring data, delivery progress, details of procurement etc.

Appendix 1: Loughborough Town Deal Board: Terms of Reference

Loughborough Town Deal Board

Terms of Reference

Membership

Chair – Nik Kotecha, Business Community
Vice-chair - Andy Reed, (LLEP Representative)

Executive Board Members

Jane Hunt MP
Cllr Deborah Taylor, LCC
Cllr Jewel Miah, Leader of CBC
Lez Cope Newman, Loughborough BID
Martin Traynor, Chair, Economy and Skills Group, Charnwood Together
Prof Chris Rielly Loughborough University
Jo Maher, Loughborough College

Non-Executive Board Members

Chair – Cllr Jenni Tillotson, Member Reference group
Chair – David Pagett-Wright, Community Engagement and Consultation group

Officer attendees

Rob Mitchell - CBC
Justin Henry- CBC
Chris Grace - CBC
TD Programme Manager - CBC
Tom Purnell - LCC
Phoebe Dawson – LLEP
Finance Officer - CBC
Others as invited for specific agenda items

Chair's Role

The Chair will lead the Board in achieving its objectives and obligations in maintaining its strategic oversight of the Loughborough Town Deal; ensuring proper and effective monitoring of Town Deal activity; and championing and supporting partnership working ensuring that decisions are made by the Board in accordance with its good governance principles. If the Chair is unable to attend a meeting the Vice-chair will step in to undertake the Chair role.

The Chair will remain in office for two years from election unless re-elected by majority vote of the Board. Should the Chair step down during their tenure a new representative will be elected at the next available Board meeting.

The Chair will have delegated authority to:

- Amend the Town Investment Plan prior to its submission to the government.
- Take decisions in urgent circumstances to ensure programme delivery subject to a delegated authority report being made to the Board to confirm the decision.

Board Responsibilities

- To provide support and advice to the Accountable Body (Charnwood Borough Council) in developing a Town Deal bid in line with the Government prospectus.
- To maintain strategic oversight of the Town Deal Bid and set the direction of the investment plan.
- To approve the annual delivery plan and monitor the delivery of targets in the plan.
- To oversee the establishment of the programme (officer) team and other Sub-Groups as the Board sees fit.
- To ensure that the programme team and the Sub-Group have sufficient resources, knowledge and capacity available to deliver the objectives.
- To make representation to government departments for advice and assistance as necessary.
- To ensure the necessary liaison arrangements are in place to maximise resources across the range of partners, and to work collaboratively to deliver the shared objectives.
- To receive representation from the Member Reference Group, and consider the views of Members, ensuring adequate liaison with the group.
- To ensure the views of the community are represented and considered through the Community Consultation and Engagement Group, and the communications strategy
- To ensure all the necessary governance matters within the remit of Charnwood Borough Council are identified and progressed effectively.
- To delegate decisions to the Delivery Sub-Group, as set out in the Scheme of Delegations except the reallocation of up to 30% of Town Deal project funding to another project within the Loughborough Town Deal, which meets the PAR criteria from DLUHC but is above £500k. In such cases, the reallocation is to be decided by the Loughborough Town Deal Board unless an urgent decision is required, in which case the proposal is to be circulated to all Board Members for their views and, on receiving all responses, the Chair makes the final decision if a Board meeting is not convened.

Scheme of Delegation

On behalf of the Board the Delivery Sub-Group may:

- Approve projects for submission to DLUHC and for contracting and delivery, subject to final approval by the Accountable Body's S151 Officer.
- To approve amendments to projects, in conjunction with Charnwood Borough Council as the Accountable Body, as set out in the Project Assurance Framework and in accordance with delegated decision-making flexibilities as set out in the Project Adjustment Request (PAR) guidance (July 2023) from DLUHC including any reallocation of project funding up to a maximum of £500K from an individual Town Deal Project to another project within the Loughborough Town Deal.
- That any proposed project amendments where the reallocation of project funding is above £500k is to be decided by the Board unless an urgent decision is required, in which case the proposal to be circulated to all Board members for their views and that on receiving all responses the Chair to make the final decision if a Board meeting is not convened.
- To approve on behalf of the Loughborough Town Deal Board the submission to DLUHC of all other Project Adjustment Requests that exceed the current (30%) delegated thresholds.
- Approve allocation of DLUHC Programme support funding.
- Approve the submission of Performance Monitoring reports to DLUHC.

- Suspend projects where there are Red rated issues such as potential for significant overspend and or project delay leading to late completion.
- Where a project is suspended, to report to the Board for it to consider halting the project unless urgent action is required, in which case to circulate to all Board Members for their views and that on receiving all responses the Chair makes the final decision if the Board is not convened.

Professional and Administrative Support

Charnwood Borough Council shall act as the accountable body for the Town Deal Board in respect of financial matters, and its financial procedure rules will apply in this context.

Committee management and administrative support to the Board will be provided by Charnwood Borough Council.

Quorum

The quorum for meetings of the Board will be five voting members, including the Chair. Or the person presiding the meeting. If there is no quorum at the published start time for the meeting, a period of ten minutes will be allowed, or longer, at the Chair's discretion. If there remains no quorum at the expiry of this period, the meeting will be declared null and void.

If there is no quorum at any stage during a meeting, the Chair will adjourn the meeting for a period of ten minutes, or longer, at their discretion. If there remains no quorum at the expiry of this period, the meeting will be closed, and the remaining items will be declared null and void.

Frequency of Meetings

Meetings will be held every two months in the first instance. Once the Town Deal investment plan is in the delivery stage, the frequency will change to once every quarter, at the agreement of the Chair. The frequency of meetings can be varied following a discussion and vote of the Board, at the discretion of the Chair.

Conduct

The Loughborough Town Deal Board will be based on collaboration and business will be conducted in the spirit of partnership working and abide by the Nolan principles. All Board Members are required to sign up to the Code of Conduct set out at Annex 1 and to declare any personal or pecuniary interests. These records will be maintained by the Lead Council and published on the Loughborough Town Deal website. All decisions will be made in accordance with the following principles:

- Due consultation will be carried out where appropriate (including taking relevant professional advice from officers);
- There will be a presumption in favour of open and transparent decision making;
- There will be a clarity of aims and desired outcomes;
- All decisions will be taken as members of the Loughborough Town Deal Board and not on behalf of specific organisations or areas;
- If a board member persistently disregards the ruling of the Chair, or person presiding the meeting, by behaving improperly or offensively or deliberately obstructs business, the Chair, or person presiding the meeting, may move that the board member be not heard further. If seconded, a vote will be taken without discussion.

- If a board member continues to behave improperly after such a motion is carried, the Chair, or person presiding the meeting, may move that either the board member leaves the meeting or that the meeting is adjourned for a specified period. If seconded, a vote will be taken without discussion. Board members representing public authorities shall be bound by the Code of Conduct of their nominating body.

Notice of and invitations to meetings

At least five clear working days before a meeting, a copy of the agenda and associated papers will be sent to every member of the Board. The agenda will give the date, time and place of each meeting and specify the business to be transacted and will be accompanied by such details as are available.

Voting

Board members commit to seek, where possible, to operate on the basis of consensus. Should it not be possible in a specific instance to find a consensus, the decision will be made on the basis of a simple majority. Only Executive board members are able to vote. The Chair will have the casting vote.

Matters which are the responsibility of the Accountable Body, will be reserved to Charnwood Borough Council.

Minutes

The Chair will sign the minutes of the proceedings at the next suitable meeting. The Chair will move that the minutes of the previous meeting be signed as a correct record.

The minutes will be published as draft minutes on the Town Deal website 10 working days after the meeting. Once the minutes have been confirmed by the Board they will be published on the Town Deal website within 10 working days of confirmation.

The minutes will be accompanied by a list of agreed action points, which may be discussed in considering the minutes of the previous meeting should they not be specifically listed as items on the agenda for the meeting.

Minutes will be made available to the public.

Annex 1

Loughborough Town Deal Board - Code of Conduct

As per the Towns Fund Prospectus, the Government expect that Town Deal Boards align with governance and policies of the Lead Council (Charnwood Borough Council). This includes the Members' Code of Conduct (incorporating conflicts of interest), Officers Code of Conduct, Whistle Blowing policy, and Protocol on Member/Officer relations (incorporating complaints).

Charnwood Borough Council expects employees and its members to adhere to the Nolan Principles of public life. Therefore, members of the Loughborough Town Deal Board, the Community Engagement Consultation Group, the Town Deal Member Reference Group and Town Deal Programme team are expected to adhere to those same principles of:

1. Selflessness
2. Integrity
3. Objectivity
4. Accountability
5. Openness
6. Honesty
7. Leadership

Although the Government expects that The Boards' Code of Conduct must align with that of the Lead Council, there may be elements of the Lead Council's Code of Conduct and associated protocols that are not applicable to board members, in relation to the Loughborough Town Deal Board and its function.

Members of the Loughborough Town Deal Board are required to declare any interests, gifts or hospitality which they have or receive which could influence any decisions they may make as Board members.

If a complaint is received by The Board, the matter will be referred to the Lead Council and dealt with under the Lead Council's complaints policy.

Copies of the Lead Council's applicable policies, within its own Code of Conduct can be obtained via the website:

https://www.charnwood.gov.uk/files/documents/part_5_codes_and_protocols/Part%205%20Codes%20and%20protocols.pdf

Failure to adhere to the Loughborough Town Deal Board Code of Conduct could result in removal from the Board.

I agree to abide by the principles as detailed above

Signed:

Date:

Name:

Organisation:

Appendix 2: Terms of Reference, Town Deal Delivery Sub-Group, Town Deal Member Development Group, Town Deal Community Engagement and Consultation Group

Draft Terms of Reference

Loughborough Town Deal Delivery Sub-Group

1. Membership

The members of the Sub-Group shall be appointed by the Board and may be removed at any time by the Board.

The Sub-Group shall comprise of a total of 4 Board Members and be supported by Officers as required.

The Sub-Group Members must be independent of any of the Town Deal Projects and have no conflicts of interest.

The Board shall appoint the Chair of the Sub-Group.

The membership, Terms of Reference and structure of the Sub-Group shall be reviewed on an annual basis by the Board. The Board reserves the right to amend the Terms of Reference at any time.

2. Purpose

- To support the Loughborough Town Deal Board and project team in administering the preparation, submission, delivery and monitoring of Town Deal Projects.
- To advise the Loughborough Town Deal Board that projects satisfy the Local Assurance Framework.
- To support the project team and project leads in the submission of projects to government and in their delivery.
- To monitor and review the performance and delivery of projects.

3. Sub-Group Responsibilities

To assess and support projects to progress to full business case stage, in accordance with the Heads of Terms Agreement with Government.

To approve the allocation of DLUHC programme support funding.

To secure confirmation from the Accountable Body and Section 151 Officer that projects meet the requirements of the Project Assurance Framework.

To undertake a final strategic assessment of projects through to contracting stage, based on the recommendations of an independent due diligence process.

To approve projects for submission to DLUHC and for contracting and delivery, subject to final approval by the Accountable Body's S151 Officer.

To monitor the performance of approved projects on a quarterly basis during the delivery stage and in accordance with the terms set out within the Grant Funding Agreements for each project and to make recommendations to the Loughborough Town Deal Board on interventions that may be necessary.

To suspend projects where there are 'Red' rated issues, such as potential for significant overspends and/or project delays leading to late completion.

Where a project is suspended, to make a report to the Board for it to consider halting the project unless urgent action is required in which case the report is to be circulated to all Board Members for their views and, that on receiving all responses, the Chair makes the final decision if the Board is not convened.

To approve the submission of Performance Monitoring reports to DLUHC.

To support Programme delivery through regular project review, particularly in respect of:

- Project stage and Planning status
- Funding sources and status of match funding
- Key Issues
- Continued Strategic need
- Economic Case, including assessment of outputs and value for money.
- Commercial Case, including market assessment and development appraisal as relevant to the scheme.
- Financial Case, including review of the mechanism for investment, procurement, state aid and legal compliance.
- Management Case, including assessment of deliverability, programme, and milestones.
- Overall Delivery Risk Assessment

To support Business Case development through partnership working and use of specialist working groups (making use of existing governance structures wherever possible):

- To prepare progress reports on business case development to enable assessment, prioritisation, and approval of projects.
- To receive reports from project leads in respect of programme projects.
- To support the Board in promoting the Town Deal Programme and Investment Plan and advocating for support from partners.
- To regularly review the structure, size and composition (including the skills, knowledge, experience and diversity) of the Sub-Committee and make recommendations to the main Board (hereby referred to as the 'Board') with regard to any changes.
- To work and liaise as necessary with the Board and to consider any other matters as may be requested by the Board.

To monitor and consider for approval variations to projects including Project Adjustments Requests that comprise but are not limited to:

- An overall change of project scope
- Re-scoping of outputs/outcomes
- Change to a project's Towns Fund funding amount
- Change to a project's match funding amount (if this impacts on outputs and outcomes)
- Movement of funds between projects within the programme
- Merging projects or splitting projects into multiple interventions
- Cancellation of projects
- A change in location.

To approve Project Adjustment Requests on behalf of the Loughborough Town Deal Board in conjunction with Charnwood Borough Council, as the Accountable Body that meet the following criteria:

- Up to 30% change to agreed project outputs and outcomes
- 30% flexibility to move spend across years
- Reallocating up to 30% of project funding to another project within the Loughborough Town Deal, provided:
 - i. The change does not exceed 30% of the source project value
 - ii. The projects remain good value for money as per the requirements of the Town Deal fund and
 - iii. Outputs, outcomes and spend timetable do not move or reduce by more than 30%

Subject to meeting all other required criteria, any reallocation of project funding above £500k is to be decided by the Loughborough Town Deal Board unless an urgent decision is required, in which case the proposal is to be circulated to all Board Members for their views and, on receiving all responses, the Chair makes the final decision if a Board meeting is not convened.

Where proposed project changes exceed the 30% thresholds set out above, on behalf of the Loughborough Town Deal Board approve the submission of Project Adjustment Requests for DLUHC approval.

4. Professional and Administrative Support

Committee management and administrative support to the Sub-Group will be provided by Charnwood Borough Council.

5. Quorum

A quorum shall be 2 members present, including at least one independent representative and the Sub-Group Chair. If there is no quorum the meeting can continue for discussion purposes only but no decisions can be made.

6. Frequency of meetings

The Sub-Group will meet at least four times a year. The Sub-Group may meet at other times during the year as agreed between the members of the Sub-Group or as otherwise requested by the Board and may approve recommendations via written procedure, including via electronic communication.

Only members of the Sub-Group have the right to attend Sub-Group meetings but other non-voting representatives and external advisers may be invited to attend all or part of any meeting as and when appropriate provided that that such parties agree to be bound by the Code of Conduct and shall be entitled to speak at the meeting with the prior permission of the Chair.

7. Conduct

Members of the Sub-Group shall abide by the agreed Board Code of Conduct and return Declaration of Interests on an annual basis.

The Sub-Group shall give due consideration to all laws, regulations and guidance as appropriate.

The Sub-Group will, from time to time, consider projects and proposals of a “commercial in confidence” or sensitive nature. All Board Members and Observers will observe the need for confidentiality in this respect.

If a Sub-Group member has a pecuniary or personal interest in a matter to be discussed at a meeting the member shall immediately declare the nature of the conflict or potential conflict and withdraw from all or part of any meeting where the conflict would be relevant.

8. Notice of Meetings

Meetings of the Sub-Group shall be called by the secretary of the Sub-Group at the request of the Chair of the Sub-Group or the Board.

Unless otherwise agreed, a copy of the agenda and associated papers will be sent to every member of the Sub-Group five clear working days before the meeting. The agenda will give the date, time and place of each meeting and specify the business to be transacted and will be accompanied by such details as are available.

Any supporting papers shall be sent to each member of the Sub-Group and other attendees (as appropriate) at the same time.

9. Decisions

Each member of the Sub-Group shall have one vote, which may be cast on matters considered at the meeting. Votes can only be cast by members attending a meeting of the Sub-Group. If the number of members attending the meeting does not allow for a decision to be reached due to the reduced numbers, absent members may be called upon to cast their vote by email. This will be recorded in the minutes of the meeting.

Other representatives and external advisors invited to a meeting of the Sub-Group will not be able to vote on decisions made by the Sub-Group.

Any decision of the Sub-Group must be a majority decision.

If a matter that is considered by the Sub-Group is one where a Sub-Group member, either directly or indirectly has a personal interest, that member shall not be permitted to vote on that matter and may not take part in discussions relating to that matter. In this instance, the Sub-Group member shall be required to leave the meeting until such time as the matter has been dealt with and any vote has taken place.

Save where he or she has a personal interest, the Chair will have a casting vote.

A resolution in writing, sent to all members entitled to receive notice of a meeting of the Sub-Group and agreed in writing by a majority of the members shall be valid and effectual as if it has been passed at a meeting duly convened and held and may consist of several documents in materially the same form each agreed in writing by one or more members. This includes via the use of electronic mail.

Decisions identified by the Sub-Group that require urgent agreement that does not allow for a Board meeting to be convened can be made by the full approval of the Chair of the Board.

10. Reporting

The proceedings and resolutions of meetings of the Sub-Group, including the names of those present and in attendance, shall be minuted by the secretary of the Sub-Group.

Draft minutes of each meeting will be circulated to all members of the Sub-Group. Once approved, the minutes of each meeting will be submitted to the Board as a formal record of the decisions of the Sub-Group on behalf of the Board unless it would be inappropriate to do so. If information discussed at the Sub-Group meeting is of a business sensitive or confidential nature this information will be shared as a confidential note to the Board and not published on the Loughborough Town Deal Website.

The Sub-Group shall produce an annual report, summarizing project progress and spend and any other matters pertinent to the delivery of the programme. This report will be presented to the Board.

Loughborough Town Deal

Member Reference Group (MRG)

Terms of Reference

Membership

- One councillor from each ward within Loughborough as nominated by the relevant party groups.
- Constitution sets out the Chair of Member Reference Group will be the lead cabinet portfolio holder.
- Chair of the MRG will be a non-voting member of the Town Deal Board

Substitution

There will no right of substitution on this group. Where a member is unable to attend a meeting the Democratic Services Team should be notified.

Officer attendees

Town Deal Programme Manager
Others as invited for specific items

Overview

The Governance structure for the Town Deal Board provides for a Town Deal Member Reference Group (MRG) to engage Loughborough ward councillors and to support the Board in its agenda for preparing a Town Deal Investment Plan and in overseeing the delivery of projects.

Scope and responsibilities

The MRG is not a decision-making body but a forum for Loughborough councillors to gain a more detailed understanding of the Loughborough Town Deal Programme. It provides a means to broaden awareness and build consensus and to assist ward councillors in their representative role in the local community. The MRG may also make representations to the Town Deal Board on any issues relating to the Town Deal.

Responsibility for preparing the Town Deal falls to the Town Deal Board. However, approval of some decisions will remain with participating organisations and individuals including the Council and its executive. In these circumstances, members of the MRG should consider their position in the wider context of the Nolan principles, the Council's constitution and approved standards.

Professional Administrative Support

To be provided by Charnwood Borough Council

Frequency of Meetings

The MRG will meet every two months in the first instance. Once the Town Deal investment plan is in the delivery stage, the frequency will change, and meetings will be scheduled to tie in with the programme of Loughborough Town Deal Board meetings. The frequency of meetings can be varied at the discretion of the Chair of the Town Deal Board.

Notice of and invitations to meetings

At least five clear working days before a meeting, a copy of the agenda and associated papers will be sent to every member of the MRG. The agenda will give the date, time and place of each meeting and specify the business to be transacted and will be accompanied by such details as are available.

Sharing of Information

Some of the information provided to the Member Reference Group may be confidential and this should not be shared with those outside of the Council. Officers will ensure members are aware that documentation is confidential by marking it as such and will make it clear at the meetings if anything being discussed is of a confidential nature. Members are reminded that to disclose information given to them in confidence is a potential breach of the Members' Code of Conduct. If members are in any doubt about the nature of information provided through the Member Reference Group, advice should be sought from Democratic Services.



Loughborough Town Deal Community Consultation and Engagement Group Terms of Reference

TERMS OF REFERENCE

The Loughborough Town Deal Community Consultation and Engagement Group is part of the Loughborough Town Deal Board (LTDB) governance structure and will be governed by the Loughborough Town Deal Board Terms of Reference.

OBJECTIVE:

To ensure there the community is engaged with the work and projects associated with the Loughborough Town Deal.

PURPOSE:

The purpose of the group is:

- to represent communities, organisations, businesses, and different sectors of the Loughborough community in relation to proposals put forward as part of the Loughborough Town Deal and in order to deliver the vision of the Loughborough Town Deal Board.
- to comment on ideas and proposals and generate ideas for consideration of the Board

As a reminder, the overarching vision of the Loughborough Town Deal is:

Loughborough will be a place for all ages with a vibrant town centre that provides opportunities for urban living, leisure and entertainment, as well as culture, employment and learning. Our diverse resident population and student community will enjoy urban spaces which are well connected and enhance the offer of the town making it inclusive and accessible for all

ROLES AND RESPONSIBILITIES:

The primary roles and responsibilities of the group are to:

- act as an advisory body to the Loughborough Town Deal Board on matters of community engagement and consultation for the whole Town Deal programme
- be a route through which residents, businesses, community groups and others can channel opportunities, issues and concerns, with a view to solving problems together
- work with residents, businesses, community groups, and others to ensure effective communication and engagement on matters related to the Loughborough Town Deal
- encourage good communication between partners and stakeholders to ensure there is openness and unity to help give projects the best chance of success

MEMBERSHIP:

The membership of the Loughborough Town Deal Community Consultation and Engagement Group will be representative of local communities and will not replicate the organisational representation on the Board.



The Loughborough Town Deal Community Consultation and Engagement Group will comprise representatives from a range of community stakeholders.

The Chair of the group will sit on the Loughborough Town Deal Board and will be responsible for ensuring that the work of the Board and community engagement group is co-ordinated.

Membership will be reviewed annually.

The group may invite additional people with specialist knowledge or expertise when appropriate.

The group will be supported by Charnwood Borough Council officers at relevant times as appropriate

MEETINGS:

Scheduled meetings to tie in with the programme of Loughborough Town Deal Board meetings, however extraordinary meetings can be called at any time if deemed appropriate.

Notes will be taken at each meeting and circulated no later than two weeks after the meeting has been held.

The Council will provide administrative support to the meetings.

Group members should be respectful and appreciative of the contribution that others make

If a group member persistently disregards the ruling of the Chair, or person presiding the meeting, by behaving improperly or offensively or deliberately obstructs business, the Chair, or person presiding the meeting, may move that the group member be not heard further. If seconded, a vote will be taken without discussion.

If a group member continues to behave improperly after such a motion is carried, the Chair, or person presiding the meeting, may move that either the group member leaves the meeting or that the meeting is adjourned for a specified period. If seconded, a vote will be taken without discussion.

DECISION MAKING:

As it is not formally constituted, the Community Consultation and Engagement Group will not have delegated powers therefore all recommendations from the group will require endorsement by the Board.

DECLARATIONS OF INTEREST:

Group members must inform the Chair if they have a financial or personal interest in any matter being considered by the group. The Chair will decide whether the interest disqualifies the member from the relevant discussion.