

# **EARLEY & LOWER EARLEY NEIGHBOURHOOD ACTION GROUP / COMMUNITY FORUM**

## **Constitution and Terms of Reference**

### **1 Purpose of the Group (Aims and Objectives)**

- 1.1 A Neighbourhood Action Group (NAG) is a multi-agency, problem solving group consisting of relevant partner agencies, key stakeholders and, most importantly, representative of the local community. Each partner agency, key stakeholder and representative of the community on the Group will bring different skills and knowledge to the Group, enabling a more cohesive plan of action which is in the interest of resolving the priorities identified by the community. They will work together to implement this action plan to address the main concerns raised by the community and by focusing on those issues will improve community safety, improve public confidence and reduce crime and disorder.

### **2 Community Cohesion and Promoting Equality**

- 2.1 The Group is a voluntary, non-statutory body,
- 2.2 Group members will ensure that it is inclusive in its approach to tackling community concerns by:
- 2.3 The Group must be mindful that it serves a diverse community in Earley and must represent that diverse community. The Group must have a commitment to equal opportunities for all members of our community regardless of race, ethnicity, religion, age, gender or sexual orientation.

### **3 Terms of Reference**

- 3.1 The Group is based on action and outcome. It is neither a talking shop nor a political platform.
- 3.2 Each member of the Group should ensure that there is complete clarity regarding what is expected from them, either as an individual or as a representative from the relevant agency, association or community and that demands are realistic and achievable.

#### **3.3 Clarification of the role of NAG members**

- 3.3.1 The NAG's purpose is to bring together, at a local level, the right organisations to tackle the top community safety priorities identified through consultation with communities.

- 3.3.2 Attendance needs to include the Neighbourhood Policing team, relevant local authority officers and other agencies who can take action. It is these representative from statutory bodies who will be able to commit their resources and undertake activity to meet the NAG's objectives.
- 3.3.3 The inclusion of community representatives is also vital. This needs to be a balance between elected members and volunteers in order to provide a community perspective in identifying the actions to take.
- 3.3.4 Elected councillors at borough and town level have an important role to play in terms of being a community advocate: encouraging residents to engage and participate in their communities, speaking up for and on behalf of the community, acting as a communication channel from communities to the NAG and their council, and moving issues on.

#### **3.4 Resourcing and Insurance of NAG activities**

- 3.4.1 NAGs are not statutory bodies in their own right, so do not, ordinarily, hold their own budgets or insurance. The actions initiated at NAG meetings should be agreed and carried out by the organisations represented. This means that responsibility for providing staff, budgets and insurance to cover the activity remains with the organisation/s carrying it out.
- 3.4.2 It is for this reason that community members of a NAG should only become involved in NAG activities if they are under the direction and control of the relevant organisation leading on the particular activity.
- 3.4.3 Responsibility for providing appropriate insurance and briefing lie with the lead organisation for that activity. For example, community-related actions taken by a NAG (such as community clear-up days, litter-picking, community speedwatch) could be led by the parish council, resident's association etc if they agreed that was their contribution and they had the resources and public liability insurance policy to cover it.
- 3.4.4 Thames Valley Police insurance will cover for community members of NAGs involved in NAG activities which have a policing purpose. Delivering successful Neighbourhood Policing requires collaborative problem-solving, involving communities, so it is expanding the notion of activities with a 'policing purpose'. Until a single multi-agency insurance arrangement becomes available, the following needs to apply:

The Neighbourhood Policing team should conduct a dynamic risk assessment prior to undertaking such activity and should not include community members in activity which has anything other than a low risk of confrontation with the public; Where such activities include the use of equipment provided by Thames Valley Police, such as Speed Indicator Devices, the community members will need to be under the direction and control of a member of Thames Valley Police staff who has been trained in the use of the equipment, has conducted a dynamic risk assessment of the activity and has briefed each community member involved;

Environmental Visual Audits (EVAs) and engagement activity for the NAG, such as face-to-face surveys and leaflet drops can be considered to be activities with a policing purpose for the purposes of insurance cover. However, subject to dynamic risk assessment of the area in which these activities are being carried out, they would not ordinarily require community member to be under the direction and control of a member of Thames Valley Police staff;

Community members who are acting in the capacity of registered Thames Valley Police volunteers (PVST) are managed through existing policies and procedures and are covered by Thames Valley Police insurance;

#### 3.4.5 Venues for NAGs – and other public meetings

Many NAGs and public meetings are, rightly, held on non-Thames Valley Police property, in venues such as village halls or council offices. It is a legal requirement for all venues to hold their own Public Liability Insurance (PLI). The industry standard is for a minimum of £5 million. Before using a venue for the first time, Neighbourhood Policing teams must obtain evidence that they have seen sufficient PLI cover (which some venue owners may refer to a buildings insurance). In the vast majority of cases, venues will be covered by this standard.

**The insurance team at TVP HQ Corporate Finance is available to advise on insurance cover for activities, venues or equipment, on extension 700 – 5414.**

### **3.5 The Group will:**

- 3.5.1 Consider how community concerns may be addressed through the provision of information regarding the work of partner agencies and voluntary groups;
- 3.5.2 Assist in community engagement through a number of means such as public meetings, surveys and workshops, thereby identifying community safety priorities;
- 3.5.3 Review and communicate progress in tackling the neighbourhood priorities throughout the year;
- 3.5.4 Assist in problem solving and decision making regarding police and partnership activity when tackling the identified neighbourhood priorities;
- 3.5.5 Assist in environmental visual audits on the neighbourhood;
- 3.5.6 Assist with crime prevention and community safety projects associated with the identified neighbourhood priorities;
- 3.5.7 Work with the Neighbourhood Policing Team and other agencies in tackling the identified neighbourhood priorities.

- 3.5.8 The Group as a whole can apply pressure to agencies or individuals to take action as required and hold each other accountable for the actions they have agreed to undertake.
- 3.5.9 The Group will ensure that the various agencies or individuals instigate their assigned actions promptly.
- 3.5.10 The Group will ensure, and the procedures in place to ensure, that local people and appropriate bodies are kept informed of what the Group is doing.
- 3.5.11 NAG members must act in a professional, courteous and constructive manner in the conduct of meetings and in their role as members, within the spirit of co-operation for the benefit of the community.
- 3.5.12 The NAG will follow the legislation for GDPR.

#### **4 Confidentiality**

- 4.1 During meetings it is natural that certain issues may be raised whereby individuals within the community will be named. While some of the agencies on the Group will be signed up to the data sharing protocols, others are not, and as a consequence there must be some degree of confidentiality. It is therefore incumbent on all members of the Group not to disclose to any other person the details of any individuals discussed during the meetings.

#### **5 Membership**

The Group should represent the community of Earley and be as representative as possible of communities within Earley and Lower Earley.

Membership may comprise of:

- 5.1 Local Residents of the civil town and parish of Earley & Lower Earley.
- 5.2 Others as deemed appropriate by the group.

#### **5.3 Local Groups & Organisations**

- 5.3.1 The Group is authorised to invite any individual or representative of any agency, organisation or community to attend meetings of the group when the agenda indicates that their attendance would assist in the conduct of the business to be transacted.

5.3.2 This could include any of the following:

- Neighbourhood policing team
- Representatives of local community, residents and tenants groups;
- Borough & Town Councillors for the Neighbourhood;
- Representative of the Business Community within the Neighbourhood;
- Officers from the Local Authority City, Unitary District or County Councils
- Members of Local Working Groups or Forums;
- Youth Service Officer;
- Representatives from local education bodies (Teachers, PTA etc)
- Community Wardens/Team Leader
- Representatives from local housing associations or registered social landlords.
- Any other that the Group consider relevant.

#### **5.4 Review of Membership**

5.4.1 The Group will review its membership and procedures for appointment from time to time to ensure that it maintains as wide a representation of the local community as possible, residents and businesses of Earley.

#### **5.5 Termination of Membership**

5.5.1 By a majority vote the Chairman shall have the discretion to terminate the membership of any person who does not subscribe to the Group's aims and objectives, or who breaches confidentiality.

5.5.2 If any member fails to attend a minimum of thirty percent of meetings within a twelve-month period (three meetings over a 12-month period) may cease to be a voting member of the group.

5.5.3 Should a member be deemed to be obstructive and cause disruption to the meeting, the chairman has the right to ask the member to leave the meeting. A further meeting will be held between the member that was requested to leave along with a member of the local Police neighbourhood team to discuss future attendance and conduct.

5.5.4 Reasonable exception may be made to the minimum attendance by the Chair.

## **6 Meetings and Minutes**

- 6.1 The Group should meet regularly throughout the year to achieve its aims and objectives.
- 6.2 Records of meetings will be kept and all resulting actions will have an identified action leader.
- 6.3 The records should be circulated to Group members at least 7 days before the next Group meeting.
- 6.4 Minutes of meetings should be put in the public domain in a format that anyone can read and in a form, which safeguards the details of any individuals discussed during the meeting.

## **7 Voting**

- 7.1 When required to be put to a vote, Group decisions will normally be by a show of hands of those present at the meeting, with a simple majority required. The Chair will have a casting vote, should it be necessary. Members become voting members upon attendance of a minimum of three attendances in a 12-month period.
  - 7.1.1 In the event of a tie, the election will be decided by the drawing of straws.
- 7.2 For a vote to be valid, an effective number of members must be present at the meeting (minimum of 5).

## **8 Nominations and Election of Chair & Vice Chair**

- 8.1 Elections will be held at the Annual Group meeting (e.g., May) of each year.
- 8.2 Nominations for the Chair & Vice Chair must be:  
Supported by a proposer and seconder, both of whom shall be members of the group
  - 8.2.1 Received by the current Chair or Neighbourhood Policing Team before the start of the group meeting.
  - 8.2.2 Voting in accordance with Clause 7.1 and 7.2 above.
  - 8.2.3 Rotation of key positions (Chair & Vice Chair) is encouraged frequently.

## **9 Financial and Operational Matters**

- 9.1 The Group shall not have the right to vote on (and therefore demand) the allocation of resources (financial or otherwise) by any of the constituent parties.
- 9.2 It is understood that, by being a member of the Group, the representatives undertake to comply with the Group's wishes to the fullest possible extent. However, the group must also be mindful of the other operational elements of the neighbourhood and the wider community.
- 9.3 In the identification of community priorities, funding may be required in order to achieve the desired results. To avoid unnecessary bureaucracy, resources and budgets will usually be held by the statutory organisations represented at the NAG. However, where a NAG does decide to hold its own budget or funds, the Group should enter into an agreement with a member where funds obtained can be ring fenced and managed within that organisation's financial controls.
- 9.3.1 In such cases, the fund holder may provide a financial statement to appropriate meetings of the Group.
- 9.3.2 All funding applications, funds received and instructions to the Fund Holder to make payment must be authorised or acknowledged by the group and minuted accordingly.
- 9.3.3 A payment requisition form must be signed at the meeting by two authorised signatories
- 9.3.4 The organisation holding the funds will comply with its own financial obligations and policies.

## **10 Other Administrative or Group Appointments**

- 10.1 The group may make any appointments it deems to be necessary e.g.,  
Minuting Secretary

## **11 Constitution Amendment/s**

- 11.1 To ensure that the above is fit for purpose should there be changes to external or internal policies, directives or circumstances the Constitution or Terms of Reference may be amended as follows:
- 11.2 A motion to amend shall be submitted in writing to a meeting of the Core Group.
- 11.3 The motion will require a proposer and seconder.

- 11.4 Consideration of the motion will require that 50% of current members are present and voting.
- 11.5 In the event of equal votes being cast, the Chair shall have a casting vote.

## **12 Dissolution**

- 12.1 Should it become apparent that a NAG is ceasing to function effectively or to meet the aims, objectives and conditions specified within this Neighbourhood Action Group Constitution and Terms of Reference as detailed above, a motion may be made by one or more of the statutory organisations represented within the membership to dissolve the meeting. Any proposal to dissolve the NAG should be made 14 days before the next meeting and communicated to all members. The Dissolution will be only agreed and actioned once a vote has been conducted at the next meeting where the proposal for Dissolution is an item for the agenda. Voting will be in line with clause 7 of this constitution.
- 12.2 The motion will be dealt with following the procedures contained within 11.2 to 11.4 above.
- 12.3 Should the Group be dissolved, each partner will retain their own remaining assets and/or funds.

## **13 Group Commitment to the Constitution**

Group members adhere to the aims, objectives and conditions specified in this Neighbourhood Action Group Constitution and Terms of reference as detailed above. Failure to do so may result in suspension or banning from the Group.