

Partnership Terms of Reference

(joint bidding consortium)

1. Status of this document

- 1.1. The purpose of these Terms of Reference is to establish and govern the operations of a partnership of voluntary, community and statutory agencies, co-operating together under the name '**East Riding Food Poverty Alliance**'.
- 1.2. This document does not create a binding legal relationship between the Partnership's members.

2. Property and contracts

- 2.1. As the Partnership is established as a means of combining and co-ordinating the activities of its member agencies in the furtherance of common aims, it shall have no powers to acquire property, assets, or liabilities. It may, however, enter into contracts in its own name at the direction and in the interests of its members.

3. Purpose

- 3.1. The purpose of the Partnership is to contribute positively to addressing food poverty within the East Riding of Yorkshire, by enabling its member agencies to submit joint funding bids and contract tenders for projects that further their shared as well as their own discrete objectives and to which they can contribute effectively.
- 3.2. To enable increased support for beneficiaries, to build their resilience.
- 3.3. To facilitate and enable information sharing and best practice; and develop a sustainable food poverty strategy that will be continuously reviewed, to anticipate the needs within individual communities and identify the hidden needs that stem from food poverty.

4. Membership

- 4.1. Membership of the Partnership shall be open to voluntary, community and statutory agencies that have an interest in the purpose of the Partnership and have been admitted to membership by a majority vote of the Steering Group.
- 4.2. An agency shall cease to be a member of the Partnership if it:
 - a) resigns in writing to the Partnership;
 - b) is removed from membership by a majority vote of the Steering Group for conduct prejudicial to the Partnership, provided that any member to be so removed shall have the right to make representation to the meeting at which the decision is to be made; or
 - c) is wound up.

5. First Members

The first members of the East Riding Food Poverty Alliance are as follows:

East Riding Voluntary Action Services (ERVAS) Ltd
East Riding Food Bank
Love Driffield
Mission Trinity (Goole)
The Peoples Pantry
Two-Rivers Food Bank (Goole and West)
Southern Holderness Resource (SHoRes) Centre
Beverley Cherry Tree Centre
The Hinge

6. Joint bidding, accountable body and implementation

- 6.1. The Partnership may identify and facilitate joint bids for contracts, grants and other resources, which will further the objectives of the Partnership. Signatories to such bids may include all, or some, of the Partnership's members.
- 6.2. The partnership will elect from its number a Locally Trusted Organisation (LTO) to act as its Secretariat. This role will be periodically reviewed by the members and rotated as required.
- 6.3. Where circumstances require, it shall be standard practice for the Partnership to allocate the nominated LTO as the Accountable Body in respect of a Partnership bid. The role of the LTO shall be to hold or channel any funds relating to the bid and to enter into any necessary legal agreements with the funder.
- 6.4. The LTO will also enter into agreements with such of the Partnership's members and others who are to deliver any part of the project or programme to which the bid relates.

7. The Steering Group

- 7.1. The Partnership shall have a Steering Group comprising one person nominated by each Partnership member.
- 7.2. The Steering Group may at any time co-opt additional persons to the Steering Group, who bring with them skills or subject matter expertise useful to the preparation and/or furtherance of a Partnership project, provided that at any one time co-opted persons comprise no more than one third of the membership of the Steering Group. Co-opted Steering Group members shall have no voting rights.
- 7.3. The proceedings of the Steering Group shall not be invalidated by any vacancy among their number or by any failure to appoint or any defect in the appointment or qualification of a member.

Officers

- 7.4. Members of the Steering Group shall elect from amongst their own number a Chair and such other officers as they think fit and may remove or replace such officers at any time.
- 7.5. Members of the Steering Group will appoint the LTO, who will organise meetings, co-ordinate funding applications and provide general administration to the East Riding Food Poverty Alliance and Steering Group.

8. Meetings and proceedings of the Steering Group

- 8.1. The affairs of the Partnership shall be conducted in such manner as the Steering Group may see fit, including – as appropriate – face-to-face meetings, electronic networking, newsletters, and telephone contact.
- 8.2. Members of the Steering Group shall meet together and may adjourn and otherwise regulate their meetings as they think fit. At the request of the Chair or of two or more Steering Group members, a meeting of the Steering Group can be summoned at any reasonable time by giving at least seven days' notice to its members.
- 8.3. The Chair shall preside at all meetings of the Steering Group. If there is no Chair or if she/he is absent fifteen minutes after the time set for the commencement of the meeting, the members of the Steering Group present shall choose one of their number to chair the meeting before any other business is transacted.
- 8.4. No meeting of the Steering Group shall proceed unless a quorum is present. A quorum shall be two-thirds of the Steering Group membership.
- 8.5. All decisions shall be decided by a majority of votes of the voting members of the Steering Group present, and in the case of an equality of votes the Chair of the meeting shall not have a second or casting vote and the resolution shall be deemed to be lost.
- 8.6. The Steering Group may from time to time make and alter rules for the conduct of their business and the summoning and conduct of their meetings. No rule may be made which is inconsistent with these Terms of Reference.
- 8.7. The Steering Group shall ensure that proper minutes are kept of the proceedings at all meetings of the Steering Group.

9. Conflict of Interest

- 9.1. Steering Group members are obliged to declare a conflict of interest if they, or the organisations they represent, stand to gain financially from any decision taken by the Partnership.
- 9.2. Should such a conflict of interest occur, the member concerned will not be able to participate in or vote on the decision in question and may, at the discretion of the Chair, be requested to leave the meeting while the issue is being discussed and decided. This clause shall not apply when the conflict of interest is shared with a majority of the other Steering Group members present.

10. Removal of Steering Group members from office

10.1. A member of the Steering Group shall cease to hold office if she/he:

- a) is the nominee of an agency that ceases to be a member of the Partnership; or
- b) is absent without good cause from three consecutive Steering Group meetings and the Steering Group resolve that he or she shall cease to hold office for this reason: or
- c) notifies to the Steering Group a wish to resign.

10.2. Where a Steering Group member ceases to hold office because of either of the reasons described in (b) or (c) above, the member agency that nominated them shall be entitled to nominate a replacement.

11. Alterations to the Terms of Reference

11.1. These Terms of Reference may only be altered by a resolution passed at a meeting of the Steering Group. The notice of the meeting where the resolution is to be considered must include details of the alteration(s) proposed.

12. Termination

12.1. These Terms of Reference shall cease to have effect, and the Partnership governed by this document shall no longer exist, if no quorate meetings of the Steering Group are held in any period of 12 months, or if it is decided to terminate these Terms of Reference by a resolution of the Steering Group, at a meeting of which not less than 21 days' notice has been given, stating the resolution to be proposed.