

EDERPT

East Dulwich Estate Regeneration Project Team

TERMS OF REFERENCE

Revised 2014, and as agreed at the Annual General Meeting 10 November 2014

1. OBJECTIVES

- 1.1 To ensure resident participation and consultation on all phases of the area of benefit: the East Dulwich Estate comprising: Badminton, Bramham, Cowdray, Eridge, Felbridge, Fernie, Gatcombe, Gedling, Goldwell, Inwood, Ivybridge, Ledbury, Melbreak, Petworth, Ringmer, Riseholme, Stagshaw, Tidworth, Walcot, Whaddon, Whitney, Wheatland and Wilton Houses.
- 1.2 To ensure residents' needs and wishes are fully considered and that consultation is systematic at every stage of the redevelopment.
- 1.3 The Project Team should aim to reflect the views of the local community and where possible should have representation that reflects the diverse composition of that community.

2. FUNCTIONS

- 2.1 To consult with residents, councillors, community representatives, statutory and voluntary organisations on all aspects of the redevelopment programme.
- 2.2 To appoint sub-committees as required. Each sub-committee shall be directly accountable to the Project Team. The Project Team shall agree in advance the Terms of Reference of any sub-committee.
- 2.3 To formulate reports as necessary.
- 2.4 To arrange and co-ordinate any exhibitions, publicity or public meetings in relation to the programme.

- 2.5 To consider issues, options and choices with regard to the programme and to advise on the preferred resident options.
- 2.6 To be consulted on all matters listed under areas of interest.
- 2.7 To fundraise on behalf of the membership for the furtherance of the Objectives.
- 2.8 All money raised by or on behalf of the Project Team shall only be applied in furtherance of the Objectives.
- 2.9 The Treasurer, elected at the Annual General Meeting, shall open and maintain a bank account in the name of the Project Team. All cheques shall be signed by the Treasurer, and any one of two other Project Team members nominated by the Project Team AGM.
- 2.10 In the event of a signatory of the Project Team ceasing to be a member of the Project Team, or ceasing to be eligible to be a signatory for any reason, before the next AGM, the Project Team may appoint a new signatory, by a quorate vote.
- 2.11 The Treasurer shall keep proper accounts of income and expenditure and report on them or deliver them up as required by the Project Team at Project Team or General Meetings.
- 2.12 None of the signatories of the bank account may reside at the same address.
- 2.13 Small payments (under £100) for the conduct of meetings or general Project Team administration may be made at the discretion of the Chair and Treasurer. All other payments must be agreed at a Project Team meeting.
- 2.14 In the event of the dissolution of the Project Team, any remaining funds shall be paid to an organisation or organisations with charitable, philanthropic or benevolent objectives concerning the area of benefit.

3. AREAS OF INTEREST

- 3.1 Regeneration funding and overall strategy.
- 3.2 Strategies relevant to the programme, i.e. changes in tenure, demolition, decanting, new building and partnerships.
- 3.3 Formulation of a comprehensive strategy in relation to parallel relevant strategies such as economic regeneration.
- 3.4 The effects on the wider community/estate as well as discrete area issues.
- 3.5 Process of contract tendering, selection of contractors and monitoring of contracts.
- 3.6 Long term implications of plans for the area of benefit and locality.

3.7 Communication between the Project Team and residents.

4. COMPOSITION OF THE PROJECT TEAM

4.1 The Project Team will comprise:

4.1.1. Representatives from East Dulwich Estate Tenants & Residents Association.

4.1.2 Representatives from the area of benefit.

4.1.3 The Chair and Vice-Chair of East Dulwich Estate Tenants & Residents Association are ex-officio members of the Project Team.

4.1.4 Ward councillors.

4.1.5 Local community group representatives.

4.1.6 Council officers.

4.2 The following would be invited as appropriate:

4.2.1 Partners in development.

4.2.2 Architects.

4.2.3 Planners.

4.2.4 Environmental services

4.2.5 Independent advisors for tenants.

4.2.6 Other advisors or consultants.

4.2.7 Dog Kennel Hill Primary School.

4.2.8 East Dulwich Community Nursery.

4.2.9 Residents of Bromar, Malfort and Grove Hill roads.

4.2.10 The Project Team may seek the assistance of officers of the Housing and other departments of the Council and such other persons and organisations from time to time as the Project Team may decide.

5. QUORUM

- 5.1 The quorum for the Project Team meetings shall be at least 5 residents of East Dulwich estate, of which at least 3 must be council tenants.
- 5.2 The quorum for General Meetings shall be 12.

6. CONDUCT OF MEETINGS

- 6.1 The meetings will usually be chaired by a resident or if agreed by resident representatives any member of the Project Team that the meeting shall decide.
- 6.2 Only residents living in the area of benefit are able to vote at Project Team meetings.
- 6.3 Where a council officer is unable to carry out the wishes of the Project Team the following procedures apply:
 - 6.3.1 The council officer shall present a written report to the next Project Team meeting which sets out the reasons for not carrying out the wishes of the Project Team.
 - 6.3.2 Should the issue remain unresolved an item could be referred to the Area Forum and ultimately the relevant council committee.
- 6.4 Project Team members will represent the agreed views of the group while attending meetings on behalf of the Project Team. No actions/correspondence shall take place without a mandate from the group.
- 6.5 Project Team members attending meetings on behalf of the Project Team should take notes and report back at the following meeting. If necessary, these notes should be distributed or made available to other members on request.

7. LINES OF REPORTING

- 7.1 Residents on the Project Team who are Tenants & Residents Association representatives take responsibility for reporting back to their Tenants & Residents Association.
- 7.2 The Project Team will hold public meetings where necessary to report back to the residents in the affected area.
- 7.3 Notice for General Meetings shall be 10 days.
- 7.4 All residents of the area of benefit shall be notified by a notice through their doors.

8. ANNUAL GENERAL MEETING

- 8.1 The Project Team shall hold a General Meeting no later than fourteen months after the previous one.
- 8.2 At that meeting, the membership shall elect a Chair, Vice-Chair, Secretary, Treasurer and Project Team members.
- 8.3 The Project Team shall present audited accounts for the membership to approve.
- 8.4 Membership may be increased in the interim by nominations to the team.
- 8.5 Should members fail to attend meetings more than three times without tendering an apology, they will be deemed to have resigned.

9. MAINTAINING TRANSPARENCY AND GOOD PRACTICE

- 9.1. In order to maintain transparency and to avoid any suggestion of malpractice, no individual member of the Project Team may enter into any financial or any other beneficial relationship, or solicit financial contributions or contributions in kind, either on their own behalf or on behalf of organisations with which they are associated, from any contractors to Southwark Council who are involved in the regeneration process on the estate. Failure to observe this rule will constitute grounds for expulsion from the Project Team, any such expulsion to be decided by a vote of the Project Team.
- 9.2 In order to maintain transparency and to avoid any suggestion of malpractice, no individual member of the Project Team may use their position within the Project Team to seek any advantage for themselves or for other individual tenants or residents in matters such as refurbishment, decanting, rehousing, etc. All such matters will be determined according to the standard, neutral procedures laid down and administered by Southwark Council. Failure to observe this rule will constitute grounds for expulsion from the Project Team, any such expulsion to be decided by a vote of the Project Team.

10. CONFIDENTIALITY

- 10.1 Council officers will share as much information as possible with EDERPT. Wherever possible, council officers will present information in a form that does not breach confidentiality. They will inform members when information needs to be withheld because it is deemed confidential and/or commercially sensitive.

If information the Council deems as confidential and/or commercially sensitive needs to be shared with the meeting, members present will be invited to sign a confidentiality agreement (as found below in points 10.2-4) before the information is shared. Where meetings are attended by non members and residents who have not signed the agreement, confidential information is not shared until the meeting becomes 'closed' with only members who have signed the agreement present.

Southwark Council Confidentiality Agreement

- 10.2 Information provided by the London Borough of Southwark to members of the East Dulwich Estate Regeneration Project Team ("the EDERPT"), that is specified or marked as confidential by the Council ("the information"), shall be held in the strictest confidence and used only for the purpose for which it has been given.
- 10.3 All members of EDERPT shall ensure that it is kept in a safe and secure place when not in use. No information is to be removed from Council premises without the permission of the Council and/or disclosed to any third party or copied except as may be required for the purpose for which it has been given.
- 10.4 Any breach of confidentiality will result in membership being withdrawn and, where breach has caused the Council to incur any losses or damages, may result in legal proceedings being commenced to the recover said losses or damages.