

ICKLESHAM PARISH COUNCIL

A local council for the peoples of Icklesham,
Winchelsea, Winchelsea Beach and Rye Harbour

Terms of Reference: Allotment Committee

1. Constitution:

- a. The Committee shall consist of five members – the makeup of which shall include one member from each ward and the Chairman of the Council who is an ex officio member. Where all members of a ward do not wish to be on the Committee, a member from another ward shall be nominated from the Full council.

Each allotment site will have their own Site Representative co-opted on to the Committee. Failure to attract co-opted members from an allotment site, will result in additional members being sought from one of the larger allotment sites.

Co-opted members will have voting rights on any items save for those that will incur expenditure.

- b. The committee Chairman and Vice Chairman shall be elected from the Parish Council members of the committee at the first meeting following the Annual Statutory Meeting of the Parish Council.
- c. The Parish Clerk or their Deputy may sit on committee ex officio (non-voting) and be responsible for taking the minutes and giving notice of the next meeting. Meetings can be called with a minimum of three (3) days' notice. If the Parish Clerk or their Deputy is not in attendance at the meeting, one of the member's present will be nominated to take the minutes.
- d. When appropriate, external advisor(s), stakeholders, partners and or electorate representative(s) shall be present.
- e. The quorum shall be one (1) elected Council member (not including those debarred by reason of a declared interest) and two (2) co-opted members (not from the same ward).

2. Governance:

- a. The business of the Committee will be conducted in accordance with the Standing Orders, Financial Regulations, Policies and any codes of Practice adopted by Icklesham Parish Council.
- b. The Committee will report direct to Council.
- c. Hold meetings as required but at least four times a year.

3. Objectives:

- a. Maintain and improve the allotment sites for the benefit of the Parish residents.
- b. Support the Allotment Sites by listening to suggestions and areas identified as needing improvement and ensure that the best ideas are included in the 3 to 5 year actions plan/budget.

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- c. *To consider and make recommendations to the Full Council in respect of appropriate budget provisions for the current year and (and a three¹ year forecast) for items within the committee's remit (no later than October)*
- d. Investigate the viability of a revenue stream(s) to help towards running costs and improvements.
- e. Make recommendations to the Full Council for capital expenditure which are outside of the delegated authority of the Committee.

4. Reports:

- a. The Chairman will report to the next Full Council meeting following the meeting of the Committee.

5. Delegated Authority:

- a. The Allotment Committee will have authority to
 - i. make decisions about the day to day running of the Parish Allotment sites.
 - ii. the Allotment Committee is authorised to spend Council finances up to £500 for any single transaction and **not exceeding** the Allotment budget agreed by the Council. If additional finances are needed, or the spend is greater than £500 the Committee will refer these matters to the Full Council.
 - iii. the Allotment Committee are authorised to make decisions on behalf of Icklesham Parish Council for actions included on the 3 to 5 year action plan which have been agreed by the Full Council.
 - iv. The Allotment Committee are **not** permitted to make changes to the rental charges for plots. This will be referred to Full Council.

Adopted by Full Council: 15th May 2023

Minute Reference: 23/65a

Review Date: May 2024

Date Reviewed: _____

¹ As per Financial Regulations 3.1

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Rules of Participation

- 1) Participants should endeavour to provide resources to assist in the work and deliverables.
- 2) Any discussion in meetings and views expressed or implied in such discussion or associated documents are without prejudice to and shall not limit the discretion of the group with regard to Council decisions. Equally, views expressed by participants during meetings will not be treated as the formal position of the organisation they are representing.
- 3) Given the potentially sensitive nature of some of the issues that might be discussed in the working groups, documentation will be assigned an information sharing level of GREEN, AMBER or RED.
 - **Green:** Documentation that will be published on the Council website (this will include all documentation produced by the group). All meeting notes will be GREEN.
 - **Amber:** This will cover any documentation of a commercial interest that members may wish to share at the meeting and which may be placed on a password protected website which can only be accessed by members and council members. Passwords cannot be shared or used by anyone other than the member/councillor. Unless permission is given, information contained in such documents will not be directly quoted or attributed in publicly available meeting notes. Amber documents cannot be shared by members with anyone, including people in their own organisation, unless permission is given by the Council.
 - **Red:** Non-disclosable documentation/information will be restricted to participants present at the meeting themselves only. Participants must not disseminate the information outside of the meeting. RED information should not be discussed with any other member or any other person from the same organisation who is not present at the meeting in which the information is discussed. Red information will not be placed on the Council website.
- 4) Verbal contributions at meetings can also be assigned an information sharing level. Members who wish their contributions to be considered AMBER or RED should clearly state this before making their point, otherwise information will be considered to be GREEN. Such contributions will not be recorded in the meeting note, but may be in one of the issues logs.
- 5) As a member, each participant and all observers will be asked to undertake in writing to abide by the confidentiality and disclosure provisions set out above in relation to each information sharing level as described above, by signing the Confidentiality and Disclosure Agreement at Annex A to these Terms of Reference.
- 6) Members, participants and observers who breach the rules of the confidentiality and disclosure provisions under any information sharing level may have their membership ceased.
- 7) It is recognised that some members will be representing trade or other associations and consequently an organisation (the trade or other association) in which they are not directly or indirectly employed, and that in some cases other trade association members may wish to see AMBER documentation. Additional passwords for the password protected website (if setup and used) will be allocated at Council's discretion. Requests for additional passwords should be made to the Clerk of the Council. Members will be informed of the Council's plans to give out passwords to people not members or observers of the Committee/Working Group in advance of doing so to allow any objections to be raised.

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ANNEX A

Confidentiality and Disclosure Agreement

I, the undersigned, have read and understood the Terms of Reference for:

I understand that I am required to comply with the confidentiality and disclosure obligations in respect of each of the three information sharing levels (green, amber and red), as set out in the Terms of Reference.

I understand that should I, or my parent company/organisation, fail to abide by the information sharing levels I and/or my parent company/organisation may be excluded from the working group.

I therefore agree to abide by the Terms of Reference in my engagement with this group.

Name: _____

Company/Organisation: _____

Signature: _____

Date: _____