



MALDON
DISTRICT COUNCIL

Maldon District Council (MDC) & Places Leisure Partnership Board

Terms of Reference

PURPOSE

For the duration of the Partnership, Places Leisure will be required to work cooperatively with the Council to discharge its responsibilities in relation to the delivery of services and outcomes identified within the contract. Places Leisure are to apply its specialist knowledge, skill and expertise to ensure the best possible service is delivered at all times.

The parties shall work together under this Agreement through the Partnership Board to provide strategic direction of the Partnership, in accordance with the provisions set out within the contract.

The Partnership Board shall meet quarterly and is responsible for the overall development and strategic management of the contract.

STRUCTURE

The Partnership Board will be composed of representatives from Places Leisure, Councillors and officers of the Council. The Council will appoint a Councillor to act as chairperson at the first meeting following Statutory Annual Council.

The Partnership Board shall consist of the following members:

The Council's representatives are to include:

- Contract Manager (Commercial Manager)
- Corporate Leadership Team (CLT) member (Chief Executive, Deputy Chief Executive or Section 151 Officer)
- Lead Asset Officer
- Lead Health and Wellbeing Officer
- 8 Maldon District Councillors (nominated at the Statutory Annual Council)

Places Leisure representatives are to include:

- Contract Manager
- Area Manager
- Specialist staff as and when required (e.g. site manager, healthy communities lead)

QUORUM

The Quorum for the meeting to go ahead is five and must have in attendance, three Maldon Councillors, a Management representative from Places Leisure, and a Management representative from Maldon Council.

DECISIONS

The Partnership Board provides a strategic steer on the contract for consideration of all parties. The Group is able to inform officer decisions on any operational contract changes (which may subject to a change control process set out within the contract) which will report back to Council annually.

GENERAL TERMS

1. The Partnership Board will receive, on behalf of each of the parties, quarterly and annual management information of the Contract. This will be supplied by both the Council and Places Leisure contract manager's and circulated prior to the scheduled meeting.
2. The Partnership Board meetings may be attended by persons who are not members of the Partnership Board, at the invitation of the Partnership Board.
3. The Partnership Board meetings will be supported by the Contract manager from both Places leisure and the Council.
4. **The functions of the Partnership Board are:**
 - 4.1 To set and agree targets for the Contract. Establish and agree appropriate targets on at least an annual basis in accordance with the Strategic Direction and Priorities of the Council. In particular establishing and agreeing procedures for self-monitoring and reporting through the use of a performance dashboard and Key Performance Indicators.
 - 4.2 To Monitor Service Performance - ensure the Services are delivered to a high standard in accordance with the contract. In particular by when required, commissioning qualitative and quantitative reports on performance and implementing / reviewing procedures for self-monitoring and reporting through the use of the pre-agreed Key Performance Indicators.
 - 4.3 To monitor financial performance – both parties to operate under 'open-book accounting' processes and provide quarterly reports on financial performance, including an outturn forecast, financial risks and profit share.
 - 4.3 Both Parties shall hold monthly Partnership Review Meetings to discuss all matters relating to the contract and to monitor performance. These meetings will help inform this quarterly Partnership Board with the board providing strategic direction.
 - 4.5 To oversee and review the Risk and Project Register - establish a joint approach to risk and project management by creating and regularly reviewing a register of the risks and projects associated with the implementation and ongoing service delivery of the agreement and determining which of the parties should assume responsibility for the risk(s) and project actions.
 - 4.6 To be Innovative - develop and/or consider proposals for continuous service improvement to the offer for users and for greater cost-effectiveness in the delivery of the Services on a whole life cycle costs basis. This is to be undertaken by studying examples of best practice elsewhere, implementing studies, reports and projects managed by the Council and Places Leisure.
 - 4.7 To be Proactive - anticipate and consider proposals for any change in the Services that may be required, for example, by any change in law or policy, or by any change in economic or social circumstances or expectations. To implement studies, reports and projects managed by the Council and Places Leisure.

- 4.8 To Ensure Partnership Working - consider any representations that may be made by either party concerning any matter that appears to be inconsistent with the parties' commitment to work cooperatively.
- 4.9 To Resolve Differences - seek the rapid and fair resolution of any differences between the parties. The parties commit to discuss problems as soon as they arise and to work together in a no blame culture. To put in place procedures for referring disputes to the Partnership Board if they cannot be resolved at contract Level.
- 4.10 To Review Contract Performance - receive quarterly and annual reports prepared jointly by each of the parties setting out an open account of the Contractors' opinion of the state of the Partnership, successes and shortcomings over the year, and proposals for improvement in the Contract in the future.

PARTNERSHIP DUTIES

The Council's Representative and Places Leisure Representative will meet weekly to ensure that the day-to-day operational requirements of the Contract are being met. The dates for these meetings will be agreed between the parties and will vary according to operational requirements. In addition to the weekly operational meetings contract meetings will be held on a monthly basis. The progress of these meetings will inform the quarterly partnership board reports. These meetings will be attended by a Council representative and a senior Manager of the Places Leisure.

Places Leisure will administer all minutes, agendas and documents relating to this process for the weekly operational meetings and monthly contract meetings. Both contract managers (from Places Leisure and MDC) will work collaboratively to prepare the management information for the board.

Annex A: Contract principles

As part of the contract and these terms of reference each party accept a duty to:

- Make a sincere effort to understand the other party's obligations, goals, expectations, duties, and objectives in performing their obligations under the contract.
- Operate in good faith in all dealings relating to the Partnership and to the contract, and to give a true account of such dealings.
- Work at all times within a spirit of co-operation to ensure the delivery of the services to a high standard.
- Resolve differences that may arise in relation to the contract by discussion and negotiation wherever possible.
- Communicate clearly and effectively, and in a timely manner, on all matters relating to the contract.
- Make the most efficient use of resources and seek to achieve cost effective savings to the benefit of both parties.
- Make every endeavour to ensure that all persons engaged on the Contract diligently and faithfully employ themselves to bring about its performance to a high standard.
- Give an early warning to the other party of any mistake discrepancy or omission of which either party becomes aware within the Contract and offer fair and reasonable solutions where practicable.
- Give an early warning to the other part of any matter that they become aware of that could affect the achievement of any objective, obligation, or the like contained in the Contract.

This Agreement shall commence on the Effective Date and continue for the same period. as the Leisure Partnership Contract.