

Pride in Place Neighbourhood Board in Raffles and Morton

Business and Enterprise Network

Terms of Reference

1. Name and status

The group shall be known as the **Pride in Place Raffles and Morton Business and Enterprise Network**, referred to in these Terms of Reference as “the Network”.

The Network is established by the Pride in Place Neighbourhood Board for Raffles and Morton (“the Neighbourhood Board”).

The Network is an advisory, partnership and business-development forum. It is not:

- the Neighbourhood Board;
- a legal entity;
- a decision-making or funding body;
- a trade association;
- authorised to commit Pride in Place funding;
- authorised to enter into contracts or make commitments on behalf of the Neighbourhood Board or accountable body; or
- able to appoint businesses to deliver Pride in Place projects.

Advice and recommendations made by the Network are not binding upon the Neighbourhood Board.

Membership does not require a business to contribute money, staff time, goods, services or other resources. Any support offered by members shall be voluntary and subject to separate agreement where necessary.

2. Purpose

The purpose of the Network is to create a constructive relationship between the Pride in Place Programme and businesses operating in, employing people from or contributing to Raffles and Morton.

The Network shall provide a forum through which businesses can:

- contribute their knowledge and experience to the development of local plans and projects;
- raise issues affecting businesses, employees, customers and the local economy;
- help identify opportunities for economic improvement;
- build relationships and collaborate with other businesses;
- support local employment, skills and entrepreneurship;
- identify opportunities to contribute to community projects;

- strengthen connections between businesses, residents and community organisations; and
- help create a stronger, more resilient and prosperous local economy.

The Network is intended to operate as a two-way partnership. It shall enable businesses to influence and support Pride in Place activity while also considering how the Programme and participating organisations can support local enterprise and economic development.

3. Objectives

The Network shall seek to:

- ensure that business and employer perspectives are considered in the Pride in Place Plan;
- improve communication between the Neighbourhood Board and local businesses;
- encourage enterprise and self-employment;
- support the establishment and growth of local businesses;
- promote local employment, work experience, apprenticeships and skills development;
- identify barriers affecting local enterprise and investment;
- encourage businesses to purchase locally and develop local supply chains where lawful and practical;
- improve connections between businesses, schools, training providers and residents;
- encourage responsible business practices and positive community involvement;
- identify opportunities to improve commercial areas, local services and the wider neighbourhood;
- encourage collaboration between businesses on shared challenges and opportunities;
- attract additional resources, investment and expertise to the area; and
- recognise and promote the positive contribution made by local businesses.

4. Guiding principles

The Network shall:

- support the community-led purpose of the Pride in Place Programme;
- recognise that formal Pride in Place decisions remain with the Neighbourhood Board;
- act in the interests of the neighbourhood as a whole rather than any individual business;
- welcome businesses of different sizes, sectors and stages of development;
- encourage participation by small businesses, sole traders and emerging entrepreneurs;
- operate openly, constructively and lawfully;

- respect commercial confidentiality;
- avoid creating unfair commercial advantage;
- encourage responsible, inclusive and sustainable economic development; and
- ensure that participation remains voluntary.

The Network shall be a forum for collaboration and constructive challenge. It shall not be used primarily to promote individual businesses, secure private commercial advantage or lobby the Neighbourhood Board for preferential treatment.

5. Membership

Membership shall be by invitation, application or another process approved by the Neighbourhood Board.

Membership may include representatives of:

- businesses based within Raffles and Morton;
- businesses employing residents of the neighbourhood;
- businesses providing significant services within the area;
- sole traders and self-employed people;
- start-ups and prospective entrepreneurs;
- social enterprises and trading charities;
- major local employers;
- business networks and representative organisations;
- commercial landlords or property owners with a relevant local interest; and
- other organisations contributing to employment, skills or enterprise.

The Network should seek participation from a range of:

- sectors;
- business sizes;
- established and newer businesses;
- employers and sole traders;
- physical and home-based businesses; and
- people from different backgrounds and communities.

The Neighbourhood Board may invite other organisations to attend particular meetings, including schools, colleges, training providers, employment services, financial institutions, community organisations or public bodies.

Invited guests shall not automatically become members of the Network.

No single business, employer, sector or commercial interest should dominate the Network.

6. Appointment and participation

Businesses may nominate an owner, director, employee or other suitable representative to participate.

Representatives should have sufficient knowledge of their organisation and an interest in contributing constructively to the Network.

A business may nominate an appropriate substitute where its usual representative cannot attend.

Members should notify the Chair if they:

- cease to represent the business through which they joined;
- no longer operate in or have a meaningful connection to the neighbourhood; or
- become aware of a significant conflict of interest.

Membership may be reviewed where a member:

- repeatedly fails to attend or engage;
- behaves in a way that undermines the Network;
- breaches confidentiality or competition requirements;
- uses membership to seek improper commercial advantage; or
- no longer meets the membership criteria.

7. Chairing

The Network shall be chaired by a member of the Neighbourhood Board appointed by the Neighbourhood Board.

The Neighbourhood Board may appoint another Board member as Deputy Chair.

The Network may also nominate a business representative to act as Business Vice-Chair or Co-Chair, subject to approval by the Neighbourhood Board.

The Chair shall:

- approve agendas and meeting arrangements;
- ensure that meetings are balanced and constructive;
- provide a clear link with the Neighbourhood Board;
- ensure different business perspectives are heard;
- manage conflicts of interest;
- prevent inappropriate or anti-competitive discussions;
- summarise advice and recommendations;
- ensure that no member receives unfair commercial advantage; and
- report relevant matters to the Neighbourhood Board.

The Chair shall retain responsibility for ensuring that the Network operates consistently with these Terms of Reference.

8. Functions

Advice to the Neighbourhood Board

The Network may:

- comment on the Pride in Place Plan and emerging priorities;
- provide information about the local economy and business environment;
- identify potential impacts of proposed projects on businesses and employment;
- highlight commercial, operational or delivery considerations;
- identify gaps in local services or facilities;
- suggest opportunities for investment and economic improvement;
- comment on proposals affecting transport, public spaces, commercial areas or local infrastructure; and
- help the Neighbourhood Board understand the needs of employers, workers, entrepreneurs and customers.

Business and enterprise development

The Network may help identify or develop activity relating to:

- business start-up support;
- mentoring and peer support;
- business planning and financial skills;
- digital skills and online trading;
- access to premises and shared workspace;
- local procurement and supply-chain opportunities;
- networking and collaboration;
- training and workforce development;
- apprenticeships and work placements;
- recruitment of local residents;
- access to finance and external funding;
- succession planning;
- responsible and sustainable business practices; and
- promotion of the neighbourhood as a place to work, trade and invest.

The Network may refer proposals to the Neighbourhood Board or encourage members to develop independent initiatives.

Community support and partnership

The Network may encourage businesses to support local activity through:

- volunteering or staff time;
- professional expertise;
- mentoring;
- sponsorship;
- donations;

- fundraising;
- lending or donating equipment;
- providing meeting or event space;
- offering work experience or employment opportunities;
- promoting activities to customers and employees;
- participating in community events; and
- supporting the delivery of approved projects.

Any contribution shall be voluntary. A member shall not be criticised or disadvantaged for choosing not to contribute.

Independent collaboration

Members may use relationships developed through the Network to pursue their own lawful collaborative activity.

Such activity may include:

- joint events;
- shared training;
- coordinated promotion;
- environmental improvements;
- networking;
- community fundraising;
- shared facilities;
- mentoring; and
- other projects benefiting local businesses or the community.

Unless formally agreed otherwise, activity undertaken independently by members shall not be represented as an activity of the Neighbourhood Board or the Pride in Place Programme.

9. Relationship with the Neighbourhood Board

The Neighbourhood Board remains responsible for:

- approving the Pride in Place Plan;
- determining priorities;
- recommending or approving the use of Pride in Place funding;
- overseeing programme delivery;
- managing performance and risk; and
- complying with Programme and accountable-body requirements.

The Network may advise, recommend and offer support but shall not direct the Neighbourhood Board.

The Neighbourhood Board shall consider the Network's advice alongside:

- residents' views;
- wider community engagement;
- available evidence;
- Programme requirements;
- financial and legal advice; and
- the views of other relevant groups and partners.

The Network shall contribute to, but shall not replace, engagement with residents, employees, customers or the wider community.

10. Meetings

The Network shall normally meet at least quarterly.

Additional meetings, workshops or business events may be arranged where appropriate.

Meetings may take place:

- in person;
- remotely;
- through a hybrid arrangement;
- as informal networking sessions;
- as workshops; or
- as visits to local businesses and projects.

Meeting arrangements should take account of the working patterns and operational demands of participating businesses.

Members may propose agenda items through the Chair or administrative support.

Wherever practicable, agendas and relevant papers shall be circulated in advance.

As the Network has no formal decision-making authority, no decision-making quorum is required. The Chair may defer a recommendation where attendance is too limited or does not reflect a reasonable range of business perspectives.

11. Advice and recommendations

The Network shall normally seek to identify areas of agreement through discussion.

The Chair may use an indicative vote or show of views to clarify opinion. Any such vote shall be advisory only.

Where materially different views exist, these should be recorded rather than presenting an artificial consensus.

Advice submitted to the Neighbourhood Board should normally identify:

- the matter considered;
- the businesses or sectors represented;
- the main points raised;
- areas of agreement;
- significant concerns or differing views;
- potential economic or employment impacts; and
- any recommended action.

The Neighbourhood Board is not required to accept the Network's advice.

Where appropriate, the Network should be informed of the Neighbourhood Board's response and the reasons for any materially different decision.

12. Contributions, sponsorship and resources

Businesses may offer financial or non-financial support to Pride in Place projects.

All offers shall be considered in accordance with relevant policies and legal requirements.

A contribution may require a written agreement addressing matters such as:

- the nature and value of the contribution;
- how it may be used;
- responsibilities of each party;
- recognition or branding;
- intellectual property;
- insurance;
- safeguarding;
- data protection;
- conflicts of interest;
- termination arrangements; and
- any conditions attached to the contribution.

The Neighbourhood Board may decline an offer where accepting it could:

- create a conflict of interest;
- undermine public confidence;
- compromise the independence of the Programme;
- create disproportionate obligations;
- associate the Programme with unsuitable activity;
- breach legal or Programme requirements; or
- provide an inappropriate commercial benefit.

Providing support does not give a business control over a project, the Pride in Place Plan or any Neighbourhood Board decision.

13. Procurement, grants and commercial opportunities

Participation in the Network does not:

- appoint a member to deliver a project;
- guarantee access to Pride in Place funding;
- provide preferential treatment in procurement;
- guarantee inclusion on a supplier list;
- confer advance knowledge that may be used unfairly;
- guarantee a grant, contract or commission; or
- prevent other organisations from competing for work.

Where a member may wish to apply for funding or compete for work, they must declare that interest.

The Neighbourhood Board and accountable body shall determine the appropriate procurement, grant-making or commissioning process.

A member may be restricted from receiving confidential information or participating in discussions where their involvement could create an actual or perceived unfair advantage.

The Network may encourage the use and development of local suppliers where this is lawful, proportionate and consistent with procurement, subsidy-control and value-for-money requirements.

14. Conflicts of interest

Members shall declare any personal, financial, professional or organisational interest relevant to a matter under discussion.

This includes situations where:

- the member's business may seek funding;
- the business may bid for work;
- the business may benefit from a proposed investment;
- the member has a close relationship with another interested organisation; or
- the member has access to information that could create a commercial advantage.

Following a declaration, the Chair may:

- record the interest and allow participation;
- permit the member to provide factual information only;
- restrict access to particular papers;
- exclude the member from part of the discussion; or
- ask the member to leave the meeting for the relevant item.

Members must not use information obtained through the Network for improper personal or commercial gain.

15. Competition and fair trading

The Network shall operate in accordance with competition and fair-trading law.

Meetings must not be used to agree, coordinate or exchange sensitive information concerning:

- current or future prices;
- fees, discounts or margins;
- tenders or bids;
- allocation of customers or territories;
- limiting the supply of goods or services;
- agreements not to compete;
- collective refusals to deal with a supplier or customer;
- wages or other employment terms; or
- agreements not to recruit or employ particular people.

Members remain responsible for making their own independent commercial decisions.

The Chair shall stop any discussion that appears commercially inappropriate or potentially anti-competitive.

General discussion of common challenges, published information, skills needs, economic conditions and lawful collaboration shall be permitted.

16. Conduct, confidentiality and communications

Members shall:

- treat others with dignity and respect;
- contribute constructively;
- listen to differing views;
- avoid aggressive, discriminatory or disruptive behaviour;
- respect confidential and commercially sensitive information;
- avoid excessive promotion of their own business;
- distinguish personal views from organisational positions; and
- act in a way that supports trust in the Network.

The Network should operate openly wherever reasonably possible. However, information may be treated as confidential where it contains:

- personal data;
- commercially sensitive information;
- confidential project proposals;
- procurement information;
- legally privileged material; or
- information whose disclosure could cause unfair commercial advantage.

Members must not make public statements on behalf of the Network, Neighbourhood Board or Pride in Place Programme without authority.

Members may describe their own involvement but must not imply endorsement of their business by the Neighbourhood Board.

Use of Pride in Place branding shall require prior approval.

17. Administration and records

Administrative support shall be provided through the Pride in Place team or another arrangement approved by the Neighbourhood Board.

A proportionate record shall be maintained of:

- attendance;
- declarations of interest;
- matters discussed;
- advice and recommendations;
- offers of support; and
- agreed actions.

Records may be provided to the Neighbourhood Board and published where appropriate, subject to the protection of personal and commercially sensitive information.

The Network shall have no independent budget unless the Neighbourhood Board expressly agrees otherwise.

Participation shall normally be voluntary and unpaid. Members shall ordinarily participate as part of their business or professional role.

18. Review

These Terms of Reference shall be reviewed after the Network's first year and at least every two years thereafter.

Members should be invited to contribute to the review.

The Neighbourhood Board may amend, suspend or replace these Terms of Reference at any time.

The Neighbourhood Board may dissolve the Network where it considers that it is no longer required or that another arrangement would better support local businesses and the Pride in Place Programme.