

Residents' Consortium Terms of Reference

Agreed 5th December 2024 Incorporating:

Independent Chair Terms of Reference - is appendix 1

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Residents' Consortium Terms of Reference

1.0 AIMS OF THE RESIDENTS' CONSORTIUM

1.1 The aims of the Residents' Consortium ('RC' or 'the Consortium') are:

1.1.1 To promote the interests of all Portsmouth City Council's tenants and leaseholders;

1.1.2 To Build a partnership between the City Council and the Consortium;

1.1.3 To play an active part in the formation of the City Council's housing strategy, policies and practices;

1.1.4 To empower tenants and leaseholders through learning and training opportunities and to thereby benefit the Consortium in all its activities.

2.0 MEMBERSHIP

2.1 All tenants (including residential licensees) and leaseholders of Portsmouth City Council shall have automatic membership of the Residents' Consortium and shall be entitled to attend and speak at the Consortium's meetings, subject to the rules of conduct set out elsewhere in these Terms of Reference.

2.2 An organisation or an individual holding more than one lease shall be entitled to membership of the Residents' Consortium but shall be represented by no more than one person at any Consortium meeting and that person shall have a single vote, irrespective of the number of leases held.

2.3 Recognised residents' organisations (such as residents' associations) may, at their discretion, nominate one or more persons to attend and represent them at Consortium meetings. Representatives must be people who are eligible under the terms of these Terms of Reference for membership of the Consortium in their own right. Each such representative shall be entitled to a single vote and shall not be entitled to an additional vote in their capacity as representative.

2.4 The role of representatives may be set out in the constitution or terms of reference of the organisation on whose behalf they attend, but in the event of any conflict with the RC Terms of Reference, the RC Terms of Reference shall take precedence and representatives shall at all times be bound by them.

Representing the views of the group

Each Resident Association should select a representative from the committee to attend the resident consortium meetings. They will meet with other residents, council officers and local councillors to discuss current issues of concern to all residents in the area. This information can then be passed back to the other residents / members in their area.

3.0 THE INDEPENDENT CHAIR (IC)

3.1 General meetings of the Residents' Consortium shall be presided over by an Independent Chair (IC) appointed by members of the Consortium in partnership with the Council.

3.2 The IC shall ensure that all meetings are conducted in a fair, businesslike, timely and orderly manner that allows all present every reasonable opportunity to follow or take part, as appropriate, in the proceedings.

3.3 The IC shall not take part in any vote or ballot.

3.4 The role of the IC is described in more detail at Appendix 1.

4.0 MEETINGS OF THE RESIDENTS' CONSORTIUM

4.1 General meetings of the RC shall, so far as is practical, take place at least once per calendar month or as often as needed. Notice shall be given at least seven days in advance of each meeting to all recognised residents' groups, as well as to individuals who have expressed a willingness to have their contact details held on record for this purpose.

4.2 All RC meetings shall be presided over by the Independent Chair (see 3.0 above) unless otherwise agreed. If the IC is unable to attend a particular meeting, then RC members shall select a resident, elected Member or member of staff to be acting chair for that meeting. The acting chair shall only be entitled to vote if they are a resident, but the counting of votes shall be conducted by the Resident Engagement Team or their designated representative.

4.3 Meetings with less than a quorum shall be valid but a quorum is required before a vote can be taken. A quorum shall be seven eligible residents.

4.4 Voting shall take place by a show of hands or secret ballot. Any one member has the right to call for a ballot to be secret. Voting shall be counted and recorded in the minutes.

4.5 All meetings must be minuted and responsibility for ensuring that appropriate arrangements are in place shall rest with the Resident Engagement Manager. Meetings may be recorded with the agreement of the meeting. The minutes, together with the agenda for the next meeting, will be circulated to all attendees, to all residents' groups recognised by PCC, the Executive Member for Housing and Opposition Spokespersons for Housing. They shall also be made available to any PCC tenant or leaseholder on request and to any other individual or organisation who submits a request for them.

4.6 All PCC Members shall be entitled to attend and to address meetings of the Consortium, but not to vote.

4.7 The Resident Engagement Manager or their designated representative(s) shall have a standing invitation to attend all Consortium meetings.

5.0 REVIEW OF THE RC

5.1 The Consortium will review its operation as necessary and in a manner to be agreed by the RC in advance of the review.

6.0 FINANCE

6.1 The City Council's Housing Service shall meet the costs of refreshments for the RC as well as travel to and from general meetings by residents.

7.0 EQUALITY

7.1 The Consortium, its constituent parts and its members, will not discriminate on grounds of race, religion, gender, sexual preference, disability or age in its membership, election of officers, conduct of its business or in any other way.

7.2 The Consortium will, in every instance, seek by all reasonable means to ensure that all its members have equal access to information.

8.0 POLITICAL ACTIVITY

8.1 The Consortium will be both a-political and non-political in all its activities.

9.0 REPRESENTATION AT THE HOUSING & TACKLING HOMELESSNESS MEETINGS

9.1 The Consortium shall have the right to nominate up to three delegates and one leasehold delegate to attend the Housing & Tackling Homelessness decision meetings but they may be required to leave the room during discussion of confidential items. This will be done annually at the meeting in November. There needs to be a quorum of 7 residents to vote. Only residents can vote.

Voting - generally voting is by a show of hands although any resident can request a secret ballot.

10.0 CHANGES TO THE TERMS OF REFERENCE

10.1 Any proposed changes to these Terms of Reference must be notified to the RC twenty-eight days in advance of an RC General Meeting (or Extraordinary Meeting called for the purpose of constitutional change).

10.2 Changes to the Terms of Reference must be approved by a two-thirds majority of those present at the meeting (or extraordinary meeting called for the purpose of constitutional change) and eligible to vote, subject to the meeting being quorate.

10.3 Notice of proposed changes shall be given at least fourteen days in advance of the meeting to all recognised residents' groups, as well as to individuals who have expressed a willingness to have their contact details held on record for this purpose. This record would be jointly administered by the RC and the Resident Engagement Manager.

11.0 DISPUTES

11.1 Every attempt will be made to resolve disputes within the Consortium as they occur.

11.2 Mediation by Resident Engagement Manager.

11.3 Ultimately, referral for arbitration by the Cabinet member for Housing and Tackling Homelessness.

APPENDIX 1 TO RESIDENTS' CONSORTIUM TERMS OF REFERENCE: INDEPENDENT CHAIR OF THE RESIDENTS' CONSORTIUM

1.0 ROLE OF THE INDEPENDENT CHAIR

The role of the Independent Chair (IC) is to facilitate the general meetings of the Residents' Consortium fairly, firmly and impartially, to ensure that all residents have an equal opportunity to participate and to gain the maximum benefit.

2.0 APPOINTMENT AND TERMINATION OF APPOINTMENT

2.1 The appointment of the IC shall be conducted by the Resident Engagement Manager and the Residents' Consortium working in partnership. The costs of recruitment shall be borne by the City Council. The selection of candidates (including any preliminary selection or 'short-listing') shall be conducted by a panel of residents (who shall comprise a majority) together with officers and/or other appropriate persons to be nominated by the Resident Engagement Manager.

2.2 In the event that there are changes to the RC Terms of Reference or other changes of circumstance such that the role of the IC is no longer required, the Resident Engagement Manager shall be entitled to serve the IC with 3 months notice of termination of their appointment.

2.3 In the event of serious misconduct on the part of the IC having been established, following reasonable investigations, the Resident Engagement Manager shall be entitled to terminate the IC's appointment without notice, having first consulted with the Head of Housing, Neighbourhood and Buildings.

2.4 In the event that the person holding the role of IC has a change of circumstances or status such that they can no longer be considered independent or they in some other relevant way have conflicting interests, they shall be required to stand down with immediate effect. This may be for a temporary period.

In appropriate circumstances, the Resident Engagement Manager, acting in consultation with the RC shall have discretion to negotiate a period of notice with the IC, pending appointment of a replacement.

2.5 The holder of the Independent Chair post is required to give the RC and the Resident Engagement Manager not less than three months' written notice of resignation.

3.0 DUTIES OF THE INDEPENDENT CHAIR

3.1 The IC shall attend and manage all General meetings of the Residents' Consortium, unless unable to do so on any particular occasion because of exceptional circumstances. The IC is also expected to manage extraordinary and ad hoc meetings of the RC. Every reasonable effort shall be made by all parties to ensure that meetings are arranged with adequate notice and are held at times that are convenient for the IC, residents and anyone else who is expected to attend.

3.2 The IC shall use all reasonable means to ensure that:

- i. the meeting is conducted in an orderly manner, according to the agreed agenda
- ii. any discussion is limited to relevant matters
- iii. the meeting addresses all items on the agenda within the agreed time allowed
- iv. there is adequate opportunity for members to raise relevant questions and discuss relevant issues

3.3 The IC shall at all times uphold the principles of equality and the non-political nature of the Residents' Consortium.

3.4 The IC shall take all necessary steps to ensure familiarity with the agenda of the forthcoming meeting and the minutes of the previous meeting.

3.5 The IC may be required, from time to time and as appropriate, to enter into discussions or correspondence in connection with the Resident Consortium, its constituent parts or its meetings.

4.0 CONDUCT OF MEETINGS

4.1 All meetings shall be held in accordance with the agreed agenda, subject to such changes as may exceptionally be agreed by the meeting for practical purposes.

4.2 All action points, if any, from the last meeting shall be raised and the IC shall seek an explanation for any that have not been fulfilled.

4.3 In order to resolve differences of opinion or to test the view of the meeting, any member of the Residents' Consortium may call for a vote or ballot, subject to the meeting being quorate. The IC shall frame a suitably worded proposal and put this to the meeting. The IC shall not vote in any vote or ballot.

4.4 All comments or queries shall be made through the IC and anyone wishing to speak shall raise their hand and wait to be invited by the IC to speak. At no time should the IC, or anyone speaking with their approval, be interrupted.

4.5 The IC shall ensure that everyone present has a reasonable and proportionate opportunity to comment or raise queries on any matter under discussion. Where irrelevant or otherwise inappropriate matters are raised, the IC shall require that these are not pursued further and may instruct that these are to be excluded from the minutes.

4.6 Any person at the meeting who is disruptive, or otherwise acting in a manner which is significantly prejudicial to the effectiveness of the meeting, shall be required by the IC to moderate their behaviour. If that person refuses to comply, the IC shall request them to leave the meeting. If this request is not fulfilled, the IC shall put it to a vote that the meeting is suspended until that person has left.

4.7 On completion of any item that requires follow-up action, the IC shall, for the record, briefly summarise the agreed action(s) and the person responsible for them.

4.8 The Chair shall not directly enter into any discussion or debate except as necessary to clarify matters or otherwise help with the smooth running of the meeting.

5.0 MISUSE OF MEETINGS

5.1 The open membership of the RC depends on trust and the good faith of all concerned.

Where there are reasonable grounds for believing that any member is not acting in good faith, the IC shall be entitled to defer discussion or voting on any item to a later meeting and may exceptionally bring the current meeting to an early conclusion.

An example of such misuse of meetings would be the deliberate bringing about of disproportionate representation of a particular area or interest group in order to force a particular outcome when put to a vote.