

## Terms of Reference for **3 Counties Connected Community Rail Partnership**

Adopted by the **3 Counties Connected** Community Rail Partnership steering group in April 2022

### 1. Introduction

1.1. A community rail partnership is a body established to encourage greater use of rail services through increased participation of local communities in their rail line and by a range of activities at and surrounding their station to provide economic, social, and environmental benefits to the region's residents and visitors.

1.2. This Terms of Reference does not constitute a Partnership under the Partnership Act 1980 or a contract of employment between the members of the Partnership and each of the members undertakes to make this clear, when relevant, in all its dealings with third parties.

1.3. The **3 Counties Connected** Community Rail Partnership (hereafter referred to as "the CRP" initially brings together representatives of:

- local authorities.
- train operating companies.
- infrastructure providers.
- local businesses.
- and community groups within Chester – Shrewsbury – Crewe

1.4. The overall purpose of the CRP follows the aims of the Department for Transport Community Rail Development Strategy (2018) to connect local communities with their railway, delivering social benefit and increasing rail use within this area through strategic activities which:

- provide a voice for the local community and increase community involvement in the railway.
- promote rail as a sustainable, accessible, and healthy means of travel through good integration with other forms of transport so that rail services meet the needs of local people, businesses and visitors while providing value for money for passengers and taxpayers, as well as benefitting the environment.
- bring together a diverse and inclusive range of communities as confident rail and public transport users.
- support the social, economic and tourism potential of rail travel through attractive station facilities and visitor attractions and social enterprise development.

## **2. Aims and Objectives**

The specific aims and objectives of the CRP are to:

- 2.1. Enable the rail services of Chester – Shrewsbury - Crewe to play a more effective part in contributing to the local transport network by relieving congestion.
- 2.2. Encourage better integration with other forms of public transport, with walking and cycling.
- 2.3. raise awareness of, and to promote, the rail services of Chester – Shrewsbury – Crewe as a low carbon sustainable way to access destinations for recreation, leisure, and tourism.
- 2.4. Involve the community in the work of user groups; station adoption partnerships; arts initiatives and improving links with local schools and colleges.
- 2.5. Provide information to further encourage more passengers to use the rail services of Chester – Shrewsbury-Crewe for work, education, leisure, retail, and tourism.
- 2.6. Develop stations as gateways to local communities.
- 2.7. Work with Transport for Wales and Avanti (and successor rail service operators) to achieve its objectives for all community rail partnerships in their operating area, as set out in their community rail funding agreement or any subsequent agreements.
- 2.8. Meet the objectives set out in the Department for Transport (DfT) Community Rail Development Strategy 2018; and
- 2.9. To develop the Chester Shrewsbury Crewe Railway line as a community railway with a high level of community involvement, attractive station facilities, good co-ordination with other forms of transport and a service that meets the needs of local people and visitors and in so doing provides value for money for passengers.
- 2.10. To develop links with Community Rail Partnerships in Wales and the UK.

## **3. Partnership Area**

- 3.1. The CRP covers the rail services between Chester-Shrewsbury - Crewe.
- 3.2. The communities of Cheshire West and Chester, Wrexham and Shropshire form the core area.

## **4. Membership**

- 4.1. Membership of the CRP is open to any local or regional organisation with an interest in furthering the aims and objectives of the partnership such as local schools and colleges; environmental groups; chambers of commerce and trade; Business Improvement Districts; tourism and destination marketing organisations; county, district, and parish authorities; third sector organisations; rail user groups and relevant train operating companies. Membership levels can be as Steering Group Member or Stakeholder Group Member depending on the level of engagement, commitment, and resource available.
- 4.2. The initial members are shown in schedule 1 and 2 of this Terms of Reference which consists of both steering group members and stakeholder group members.
- 4.3. The CRP is a non-campaigning, non-party political organisation and therefore political parties are not eligible for membership.

## **5 Accountable Body**

- 5.1 As an unincorporated association, the CRP has no separate legal status, and thus relies on its members for its employment and legal powers, e.g., by agreeing that one of the members shall act as accountable body for such purposes.
- 5.2 For accounting, purchasing, agreeing contracts and employment purposes Groundworks North Wales shall be the accountable body of the CRP.
- 5.3 The CRP will seek to engage the services of a suitably qualified Community Rail Partnership Officer. This officer and any other persons employed and managed by the accountable body on behalf of the CRP will, unless otherwise agreed, solely undertake tasks and duties agreed by the Steering Group and in accordance with objectives set by the steering group and outlined in their respective job description.
- 5.4 Groundworks North Wales shall ensure the community rail partnership officer complies with the employment terms and conditions set out in the contract of employment and will ensure they are managed by a suitable and relevant departmental or senior manager.
- 5.5 The employed CRP officer and other CRP support staff will not be eligible to be appointed as a CIC Director. This ensures the independence of the CIC Board and the CRP Steering Group.
- 5.6 Where appropriate, in line with the governance on community interest companies generally, it is possible to appoint supporting organisations to carry out specific project work subject to the approval of the CRP steering group and which should be in the best interests of the CRP for cost, efficiency or best value reasons.

## 6. Management of the 3 Counties Connected Community Rail Partnership.

### The Steering Group

The strategic direction of the partnership will be provided by a steering group comprising one representative nominated by each of the following organisations, which are either hosting the partnership (either as a CIC or local authority etc.) or have provided substantive financial or in-kind resources to the Partnership.

- Groundwork North Wales (Host)
- Wrexham County Borough Council (Contributor)
- Shropshire Council (Financial Contributor)
- Cheshire West & Chester (Financial Contributor)
- Transport for Wales (Financial Contributor)
- Network Rail (NOT a financial contributor but as the infrastructure provider is instrumental in the delivery of our business plan)
- British Transport Police (Stakeholder)
- Avanti West Coast Rail (Financial Contributor)
- Community Rail Network (Stakeholder)

6.1 The steering group will have the business and terms of reference set out in **Schedule 1** to this document.

6.2 The steering group shall meet at least quarterly each year and not less than four times a year. Further meetings and Special General Meetings may be arranged with the agreement of the chair. No fewer than 7 days written notice shall be given of meetings. The notice shall set out the business to be considered.

6.3 An independent chair and vice-chair for the steering group shall be sought and elected at the first meeting of the steering group and annually after that. If an independent chair cannot be identified, the chair will be selected from one of the member organisations of the steering group. Meetings will be led by the chair, or in his/her absence, the vice-chair if present. In the absence of the vice-chair, the meeting shall be chaired by one of the other members of the steering group who is present and elected to chair that meeting.

6.4 The chair and vice-chair shall not both be representatives elected from the same organisation.

6.5 The person elected to chair the CRP shall not serve more than 2 of consecutive terms as CRP chair.

6.6 The steering group will seek to reach its decisions by consensus, but in the event of a vote being taken each representative organisation present at a meeting of the steering group shall have one vote. In the event of an equality of votes, the chair shall have a casting vote and the proposal will be deemed to have been agreed.

- 6.7 Any representative who has a personal or pecuniary interest in any matter under consideration at a meeting of the CRP steering group shall declare their interest which should be recorded in the minutes of the meeting. The representative shall withdraw from the meeting when the matter is being considered unless the steering group decides otherwise. If the member with a pecuniary interest remains, they may take part in the discussion but may not vote on the matter. The interest shall be recorded in the minutes of the meeting.
- 6.8 Any member representing an organisation which is being considered by the steering group for an award or contract, shall withdraw from the meeting when the matter is being considered and shall neither take part in the discussion, nor vote on the matter. The interest shall be recorded in the minutes of the meeting.
- 6.9 Where the steering group is considering awarding a member a grant, the representative will be entitled to take part in the discussion but may not vote on the matter.
- 6.10 The quorum for meetings of the steering group shall be for voting members from separate organisations.
- 6.11 The CRP officer and a representative from the Community Rail Network, Department for Transport and Network Rail shall be non-voting members of the steering group.
- 6.12 The steering group may invite officers from the organisations represented on the steering group, or from third parties, to provide specialist advice.
- 6.13 Steering group members are expected to show full commitment and contribute positively towards developing the aims of the CRP and supporting its work by attending partnership meetings and events whenever possible.

### **The Stakeholder Group**

Stakeholder group meetings will take place at least twice a year (one of which shall be the Annual General Meeting of the partnership). Further meetings may be arranged with the agreement of the chair. No fewer than 7 days written notice shall be given of meetings. The notice shall set out the business to be considered.

- Groundwork North Wales (Host)
- Wrexham County Borough Council (Contributor)
- Shropshire Council (Financial Contributor)
- Cheshire West & Chester (Financial Contributor)
- Transport for Wales (Financial Contributor)
- Severn Dee Travel (Stakeholder)
- Network Rail (NOT a financial contributor but as the infrastructure provider is instrumental in the delivery of our business plan)
- Shrewsbury Chester Rail Users Association (Stakeholder)

- British Transport Police (Stakeholder)
- Cambrian Heritage Railway (Stakeholder)
- Avanti West Coast Rail (Financial Contributor)
- Community Rail Network (Stakeholder)
- VisitEngland (Stakeholder)
- Llangollen Heritage Railway (Stakeholder)
- Station Adopters (Stakeholder)
- GwLlangollen CIC (Stakeholder)
- Brymbo Enterprise Centre (Stakeholder)
- Walliwch (Stakeholder)
- Housing Justice (Stakeholder)
- Thomas Brassey Society (Stakeholder)
- Oswestry Station Buildings Trust (Stakeholder)
- Artspace Nantwich (Stakeholder)
- Rainbow Trust (Stakeholder)
- Wrenbury Model Railway Club (Stakeholder)
- Wrexham Art Collective (Stakeholder)

6.14 The membership of the stakeholder group will comprise all those organisations which have been admitted to membership of the partnership (set out in **Schedule 2**), together with the members of the steering group (set out in **Schedule 1**).

6.15 The stakeholder group will have the business and terms of reference set out in **Schedule 2** to these Terms of Reference.

6.16 Meetings of the stakeholder group will be chaired by the chair of the steering group, or in his/her absence, the vice-chair if present. In the absence of the vice-chair the meeting will be chaired, by one of the members of the steering group who is present and elected to chair that meeting.

6.17 The stakeholder group will seek to reach its decisions by consensus, but in the event of a vote being taken each representative organisation present at the meeting shall have one vote. In the event of an equality of votes, the chair **shall** have a casting vote and the proposal will be deemed to have been **agreed**.

6.18 Local authority representation on the Steering Group may be by an elected member of that authority, a duly appointed nominee or an officer. An officer may represent the authority and have the same voting powers if the elected member is absent.

6.19 It shall be the responsibility of each member to ensure progress is reported to their respective organisations and to seek guidance and where necessary approvals from their organisations on their position on CRP matters.

6.20 While recognising that the Steering Group has the primary responsibility for the making of the decisions in accordance with the Partnership's Activity Plan, it is agreed that a member organisation in exercising its role in implementing a project on behalf of the Partnership:

- Shall not be required to do anything unlawful or outside of its powers or which could give rise to any claim being made against it for damages or compensation.
- Shall not be required to act in a way that is contrary to its interests and
- Shall undertake any activity in accordance with its Constitution and Standing Orders

## **7 Funding**

7.1 The CRP will identify sufficient funding required to deliver an annual community rail activity plan agreed by all steering group members and in line with guidance from the Community Rail Network and informed by the DfT Community Rail Development Strategy (2018).

7.2 Groundworks North Wales shall ensure that funding is collected in a timely manner from funding partners of the community rail partnership and that this is kept in a ring-fenced account and that clear and accurate management accounts are provided at steering group meetings.

7.3 The Groundworks North Wales will monitor and assess viability for funding bids and collaborative opportunities for resourcing, including engagement with universities, colleges, employment placement organisations and research bodies.

7.4 All transactions and funding through the Groundworks North Wales CRP account or cost centre code must be directly related to approved CRP projects.

## **8 Equalities**

8.1 The CRP will have due regard to the need to eliminate discrimination, harassment, victimisation, and any other conduct that is prohibited by the Equality Act 2010 and seek to promote equality of opportunity between all persons.

8.2 The CRP and the activities of the partnership will be bound by the Public Sector Equality Duty and seek to advance equality of opportunity through the discharge of its obligations, in line with the intention of Section 149a of the Equality Act 2010 and its subsequent legislation.

8.3 All members of the CRP will be expected to adopt and abide by the following code of conduct, whether in steering group or stakeholder group meetings or when carrying out any other aspect of its business.

We will always:

- Promote positive relationships to deliver positive outcomes and discussions.

- Champion diversity and inclusion, aiming to ensure that community rail is welcoming, engaging, representative and respectful for everyone.
- Value others by listening and not making assumptions.
- Challenge bullying, harassment, intimidation and report all negative behaviour.
- Never act in a manner that brings community rail into disrepute.
- Promote strong equality principles in the way the CRP engages with stakeholders, communities, and individuals.

8.4 Behaviour contrary to this, that causes offence on grounds of age, disability, gender, marital status, race or belief shall be deemed grounds for expulsion from meetings and possibly also CRP membership. Any unsatisfactory examples of conduct by a member of the partnership should be reported to the chair in the first instance. If a satisfactory outcome is not forthcoming the matter should be escalated to Community Rail Network.

8.5 Whilst wishing to encourage local economic and tourism development, it would be contrary to the spirit of the partnership for one organisation to seek advantage over another through membership of the partnership.

8.6 The CRP is an independent strategic development and community involvement organisation which will work closely and in partnership with the train operating companies and railway infrastructure operator. Its role is not to discuss, feedback or relate to day-to-day operations of the railway industry except where these materially impact on the ambitions and objectives of the partnership or where constructive feedback is helpful in a closed environment of the Steering Group and as a critical friend of the rail operating bodies.

## **9 Dissolution of the Partnership**

9.1 A decision to suspend or disband the partnership shall only be taken at an Annual General Meeting or Special General Meeting and shall require a two thirds majority of those present and eligible to vote and which will also include a representative from Groundworks North Wales

9.2 Prior to any dissolution decision a financial assessment will be undertaken regarding creditors, debtors, membership fees and donations. All current contracts, letters of offer and service level agreements will be reviewed to ensure no money will have to be paid back for failure to complete any outstanding work. All grant funding terms and conditions will be reviewed to ensure the organisation is compliant in disposing of any funded assets and in repaying any required elements of funding back to each funding body.

9.3 After satisfying any debts and liabilities any remaining assets will be allowed to remain in situ for the benefit of rail travellers (subject to agreement with the train service operators) or will be given or transferred to another similar institution/public body or in the case of the CRP being a CIC to a similar Asset Locked Body.



9.4 All records and databases will be reviewed by the group prior to dissolution and a retention schedule drawn up for any funding records. Any sensitive/un-needed data will be destroyed by agreement of the group.

## **10 Indemnity**

10.1 The Partnership shall indemnify and keep indemnified each and every Director against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever arising in tort (including negligence) default or breach of this Terms of Reference, to the extent that such loss or claim is due to the breach of contract, negligence, wilful default or fraud of itself or its employees save to the extent that the same is directly caused by or directly arises from the negligence or applicable law by one or more of the other Directors.

10.2 The Partnership shall further indemnify the other members against all actions claims and losses including legal fees and costs incurred in respect of personal injury (including injury resulting in death) loss of or damage to property caused or contributed to by the negligence, wilful default or fraud by itself or its employees which arise out of the operation of the Partnership. Indemnity shall apply to direct losses only.

10.3 A member shall have a duty to inform the CRP Chair immediately it becomes aware of any circumstances likely to form the basis of any claim against any Partner or Partners or likely to result in any financial loss to the Director or Partnership and the Director or Partnership shall ensure that relevant employees comply with this obligation.

10.4 The above indemnity shall apply retrospectively to any neglect act error or omission which may have occurred since the commencement of the Partnership.

## **Schedule 1**

### **Steering Group business and terms of reference**

The steering group members set out in section 6 of this Terms of Reference shall be responsible for:

- Providing the strategic direction for the CRP and for the preparation and monitoring of an annual community rail activity plan aimed at achieving the partnership's aims and objectives.
- Facilitating the delivery of the activity plan through employment (by the accountable body) and support of a suitably qualified and competent person to be the CRP Officer.
- Assist in the provision of resources to enable implementation of the activity plan.
- Approving the annual budget of the partnership. The accountable body shall be designated as the budget holder for the annual budget of the partnership. A monitoring report of income and

expenditure compared to the annual budget shall be prepared by the Community Rail Partnership Officer and discussed at each meeting of the steering group.

Subject to the approval of the annual community rail activity plan by the steering group and by providing regular progress reports to the stakeholder group, the steering group shall have all the necessary powers to implement the approved annual community rail development plan.

These Terms of Reference shall be periodically reviewed by the steering group and any changes found necessary or desirable may be discussed and agreed at a meeting of that group.

## Schedule 2

### Stakeholder Group business and Terms of Reference

In addition to the steering group members, the stakeholder group shall be responsible for:

- providing a forum through which members can raise issues relating to the aims and objectives of the partnership.

### Agreement

This Terms of Reference for the *3 Counties Connected Community Rail Partnership* was agreed

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by the listed steering group members

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