

**Dewsbury Town Deal**

**Dewsbury Town Deal Board**

**Terms of Reference**

**December 2022**

**DRAFT**

# Dewsbury Town Deal

## 1. Background

- 1.1 In September 2019, the Ministry of Housing, Communities & Local Government (MHCLG) announced a £3.6bn Towns Fund for 100 towns to drive sustainable development, including Dewsbury. The Towns Fund programme aims to support long-term economic growth through a focus on urban regeneration, improved transport, better broadband connectivity, skills and culture.
- 1.2 It is a requirement of the Towns Fund that the Council of the Borough of Kirklees (Kirklees Council) establishes a Dewsbury Town Deal Board (DTDB). The Board will develop and agree an evidenced-based Towns Fund Investment Plan. The membership of the Board will represent a diverse range of perspectives – business, investors, the Local Enterprise Partnership (LEP), the Member of Parliament representing the town, the community and voluntary sector, other relevant organisations such as FE colleges, NHS West Yorkshire Integrated Care Board and local government.
- 1.3 The Terms of Reference set out the governance of the Board, Board Members, and the relationship with Kirklees Council and provide a basis for how the decisions of the Board will be made and the role of Board Members.

## 2. The Role of the Board

- 2.1 The DTDB will sign off each stage of a Town Investment Plan and Town Deal. The Board is responsible for:
  - Upholding the Seven Principles of Public Life (the Nolan Principles).
  - Developing and agreeing an evidence-based Town Investment Plan.
  - Making recommendations to the Council's Cabinet, as the democratically elected Accountable Body, in relation to the approval of the Town Investment Plan and other matters.
  - Establishing a clear programme of interventions.
  - Coordinating resources and engaging/influencing stakeholders.
  - Ensuring communities' voices are involved.
  - Ensuring diversity in its engagement with local communities and businesses.
  - Overseeing each step of agreeing a Town Deal and overseeing compliance with the Heads of Terms Agreement with Government.

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## 3. Membership

3.1 The DTDB's membership reflects the diversity of the town and surrounding area. The membership of Town Deal Boards should comprise:

- A private sector chair (unless agreed otherwise with the Department of Levelling Up, Housing and Communities)
- All tiers of local government for the geography of the town.
- The MP(s) representing the town
- The Local Enterprise Partnership
- Local businesses and investors
- Community/local voluntary community sector representatives
- Other relevant local organisations, such as FE colleges or NHS West Yorkshire Integrated Care Board.
- There will be an induction with the DTDB chair for new members prior to them attending their first board meeting.

### [Dewsbury Town Board | Kirklees Council](#)

The Town Board can nominate a potential Board Member. The nomination will be taken to the next available Dewsbury Town Deal Board meeting where a decision whether to endorse the nomination will be made by existing Town Board Members.

3.2 Where a person has reason to believe that the conduct of a Board Member of the DTDB has fallen short of the standards as set out in the Code of Conduct appended to this document, encapsulated in the Nolan Principles, a complaint may be made in writing to; [monitoring.officer@kirklees.gov.uk](mailto:monitoring.officer@kirklees.gov.uk)

3.3 Board Members will be required to adhere to the Council's Whistleblowing and Complaints Policies. [Whistleblowing Policy \(kirklees.gov.uk\)](#)

3.4 A Board Member and substitute shall cease to be a member of the DTDB in the following circumstances:

- 3.4.1 If, following an investigation Kirklees Council concludes that there has been a breach of the DTDB Code of Conduct as set out at appendix 3. Such Board Member removed would not be entitled to be reappointed.
- 3.4.2 if the Board Member gives written notice to the Chair of their notice of resignation to take effect on receipt by the Chair or if later, the date stated in the notice; or if the Chair is the member resigning or there is not chair in place then notice should be given to Kirklees Council.
- 3.4.3 if he/she is removed/replaced by the appointing authority/organisation/relevant nominating body or ceases to be employed by the nominating body.

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3.4.4 in the event of his/her bankruptcy, making of any arrangement or composition with their creditors, or liquidation, or in the case of an organisation, winding up, liquidation, dissolution or administration or anything analogous to any of the forgoing occurring in relation to a Board Member in any jurisdiction.

3.4.5 if he/she removed from membership by a resolution at a meeting of the Board of at least 50% that it is in the best interests of the Board that the membership is terminated.

3.4.6 Should a Board Member fail to comply with 7.1 by not submitting their Declaration of Interests, or keep their interests updated, they shall cease to be a Board Member.

3.4.7 If a Board Member has failed without a reasonable excuse, accepted by the Chair in writing to attend three consecutive Board meetings in any 12-month period, the Board may by resolution at a meeting of the Board remove the Board Member from membership.

3.4.8 If a Board Member has sent a substitute (without reasonable justification/excuse, accepted by the Chair in writing) for three consecutive board meetings, the board may by resolution at a meeting of the Board remove the Board Member from membership.

3.5 All Board Members shall retire after three years of membership but maybe reappointed on the recommendation of the Chair in consultation with Kirklees Council at the end of each three-year period.

## 4. Roles and Responsibilities

4.1 The role of **Kirklees Council** acting as the Accountable Body for the Towns Fund is:

- Upholding the Seven Principles of Public Life (the Nolan Principles)
- Developing a delivery team, delivery arrangements and agreements
- Ensuring that decisions are made by the board in accordance with good governance principles
- Ensuring transparency requirements are met – through publication of information on their website or a Town Deal specific website (where further reference is made in this guidance to publication on a Lead Council's website this includes Town Deal specific websites)
- Ensuring the formal approval of the Towns Fund Investment Plan by the Council's Cabinet and any subsequent approvals required to develop and implement the Dewsbury Town Deal
- Developing agreed projects in detail and undertaking any necessary feasibility studies
- Undertaking any required Environmental Impact Assessments or Public Sector Equalities Duties
- Liaising with potential private investors in identified local projects and schemes

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- Signing the Head of Terms Agreement with government
- developing detailed business cases for priority projects within the Towns Investment Plan
- Developing a suitable Green Book compliant Assurance Framework to manage the appraisal and approval of detailed business cases
- Monitoring and evaluating the delivery of individual Towns Fund projects
- Submitting regular monitoring reports to Towns Hub
- Receiving and accounting for the Town's funding allocation as the accountable body
- Relevant contracts will be entered into by Kirklees Council as accountable body in accordance with its Contract Procedure Rules

### 4.2 The role of the **Chair** is:

- Upholding the Seven Principles of Public Life (the Nolan Principles)
- Providing strategic leadership and direction, leading the Board to ensure it achieves its objectives, maintaining an overview of activity, and championing and supporting partnership working
- Effectively chairing the Board and ensuring that decisions are made by the Board in accordance with good governance principles
- Acting as an effective advocate and ambassador for Dewsbury at local, regional and national levels, working with appropriate partner organisations and individuals
- Ensuring that all Board members participate actively in the work of the Board, encouraging their attendance and engagement
- Signing the Head of Terms Agreement with government
- Exert a casting vote in Board Decisions if circumstances so require.

### 4.3 The role of the **Board Members** is to support the Chair in shaping the vision of the town and ensuring the correct steps are taken to make that vision a reality. The responsibility of Board Members includes:

- Regularly attending Board meetings.
- Reflecting the agreed view of the Board in discussions with partners and stakeholders.
- Taking account of views of other stakeholders and being mindful of different views and requirements.
- Contributing to the development of a Town Investment Plan.
- Formally represent the Board in meetings with other bodies and partner organisations.

## 5. Substitutes – query

- 5.1 If Board Members wish to nominate a Substitute to represent them in their absence, they should nominate their proposed Substitute at the formation of the Board or at the date they are appointed (whichever is the earlier) using the “Nomination of Substitutes” form (Appendix 1). Substitutes must fill in and return a Declaration of Interest form (Appendix 2) before they can act as a Substitute. A Board Member can only be represented on the Board in their absence by their duly appointed Substitute.

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## 6. Board Meetings

- 6.1 The Board will usually meet in public monthly in the first year of operation, with an expectation of meeting 4 times per year thereafter or as otherwise agreed by the Board. An annual schedule of meetings will be published by the Council.
- 6.2 No decision shall be transacted at any Board meeting unless a quorum is present (see clause 9).
- 6.3 The Council will give at least 5 clear working days' notice of all Board meetings, by publishing details on its website.
- 6.4 The Council will publish on its website:
  - 6.4.1 copies of agendas and reports that are open to public inspection at least 5 working days before each board meeting.
  - 6.4.2 unapproved draft minutes of board meetings within 10 working days of the date of the board meeting and
  - 6.4.3 copies of minutes of board meetings that are open to public inspection within 10 working days of them having been approved by the Board.
- 6.5 Each Board member shall have one vote and decisions will be by majority vote of members present made on a show of hands. In the event of an equality of votes the Chair shall have a casting vote.
- 6.6 Members of the public may attend formal Board Meetings except when matters are to be discussed which are commercially sensitive or confidential, in which case members of the public will be asked to leave while such matters are discussed.
- 6.7 Informal Board Meetings may take place from time to time. These will be in private and not open to the public. Other persons and external advisers may be invited to attend all or part of any meeting as and when appropriate as observers and shall be entitled to speak at the meeting with the prior permission of the Chair but shall not be entitled to vote.
- 6.8 Where exceptional circumstances apply, and with prior agreement of the Chair, Board Members may participate in the meeting virtually. If a Board Member attends virtually, they will not be entitled to vote or be counted for quorum purposes.
- 6.9 The Council will provide administrative and governance support to the Board.

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## 7. Conflicts of Interest

- 7.1 Any conflicts of interest should be declared to the Monitoring Officer before officially joining the board within 28 days of the request being made of the Board Member. Kirklees Council will maintain and publish a register of Board Member interests that will be reviewed annually to ensure it is up to date. Board Members should consider Declarations of Interest throughout the year and declare an interest if it arises within the 12-month period. Where a Board Member is unsure if an interest needs to be declared advice should be taken from the Monitoring Officer. A Member Declaration of Interest Form is attached as Appendix 2 to these Terms of Reference.
- 7.2 The following provisions shall apply to all Board Members should they be faced with conflicts of interest.
- Should a Board Member be faced with a conflict of interest the person shall immediately declare the nature of the conflict/potential conflict and may be required under the Code of Conduct to withdraw from any business where the conflict would be relevant.
  - Whenever a person has an interest in a matter to be discussed at a meeting the person may not be:
    - Entitled to remain present at the meeting during discussions of the matter.
    - Counted in the quorum in relation to the matter.
    - Entitled to vote on the matter.
- 7.3 The Board may, at any time, authorise a person to remain in the meeting whilst a matter in which they have or may have a conflict of interest is discussed, provided that the conflict of interest is declared and the person subject to the conflict of interest shall not be entitled to vote on the matter.

## 8. Board Member Conduct

All members of the DTDB shall observe the “Seven Principles of Public Life” (as detailed in the Code of Conduct attached as Appendix 1 to these Terms of Reference) and will be bound by their own authority’s/organisation’s code of conduct in their work on the Town Deal Board.

## 9. Quorum and Decision Making

- 9.1 The Board shall delegate to the Chair of the Board the authority to make urgent decisions, having consulted by way of email or other method agreed by the Board with Board members, where a Board cannot be convened in a timely manner to consider a matter. The decision shall be published as soon as practically possible once taken.
- 9.2 The Chair must be a private sector representative and will be appointed by Kirklees Council. In the absence of the Chair at a formal meeting of the DTDB, the Board will vote and appoint a Chair for that meeting only. The Chair for that meeting should be

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from the Private sector and this does not include Kirklees Council, NHS bodies or the LEP.

- 9.3 Kirklees Council's Lead Officer (who will be the Head of Town Centre Programmes or such other person as Kirklees Council may from time to time appoint) will consult the Chair from time to time on progress of works required to be undertaken on individual interventions and the developing Town Investment Plan.
- 9.4 The Chair may convene an informal meeting of all or some of the Board Members to inform progress of a particular matter arising under the development of individual interventions.
- 9.5 The Chair may meet third parties and attend events on any matter pertaining to the Investment Plan and individual interventions to progress activity and outcomes.
- 9.6 Informal meetings and engagement with third parties will be reported back to the DTDB.
- 9.7 A quorum shall be six (6) Board Members present, provided that at least one Member representing the accountable body is present.
- 9.8 Each member of the Board shall have one vote which may be cast on matters considered at the meeting.
- 9.9 The general rule about decision-making by the Board is that any decision of the Board must be a majority decision of the members present at the meeting at which the decision is made
- 9.10 The Chair will have the casting vote in the event of any equality votes (this refers to whoever is present and discharging the function of Chair for the purpose of the meeting).

## 10. The Board's Relationship with Kirklees Council

- 10.1 The Board is not a legal entity and its role is advisory to Kirklees Council. Kirklees Council will remain the accountable body for any Town Deal funding that is received, and any other funding received in future in relation to Town Deal projects.
- 10.2 These Terms of Reference do not change, replace, substitute for or amend in any way the statutory powers or duties or other responsibilities of any of the people or organisations represented on the Dewsbury Town Deal Board.
- 10.3 The procurement policies of Kirklees Council will apply. Any delivery partners will be identified using the procurement policies of Kirklees Council and contracts will be entered into between Kirklees Council and the delivery partner in accordance with Kirklees Council's policies and procedures including its contract procedure rules.



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- 10.4 Kirklees Council's Cabinet will receive regular reports on progress of activities through regular performance monitoring.
- 10.5 Board Members shall make themselves available from time to time to meet Kirklees Council's Cabinet and / or Portfolio Holders and to attend meetings of the Council's Overview & Scrutiny Committee if invited.
- 10.6 The DTDB may make recommendations to Kirklees Council's Cabinet from time to time and prior to the submission of the Dewsbury Town Deal Investment Plan.

## **11. Communication and Reporting Arrangements**

- 11.1 Meetings of the Board shall be called by the Council's Lead Officer at the request of the Chair of the Board. The agenda and papers for meetings shall be agreed by Kirklees Council and the Chair.
- 11.2 Unless otherwise agreed, notice of each meeting confirming the venue, time and date together with an agenda of the matters to be discussed at the meeting shall be forwarded to each member and any other person required to attend no later than five working days before the date of the meeting. Any supporting reports and/or papers shall be sent to each member of the Board and other attendees (as appropriate) at the same time.
- 11.3 The proceedings and resolutions of meetings of the Board, including the names of those present and in attendance, shall be minuted by an officer of the Council. Minutes of meetings of the Board shall be approved in draft form by the Chair. Minutes shall remain in draft until approved by the Board.

## **12. Respecting Confidentiality**

- 12.1 On occasions the Board may wish to discuss matters where one or more members wish to retain confidentiality. This may include instances where the Board is to issue a press release or arrange an event. In such circumstances, and where specifically requested by one or more members of the Board, all Board members are expected to retain confidentiality in the context of the matters being considered.
- 12.2 Matters may require more stringent levels of confidentiality due to commercial sensitivity, allowing for ideas to be developed without being negatively influenced before external engagement and the Board may consider the requirement of using Non-disclosure agreements in relation to particular discussions.

## **13. Review & Dissolution**

- 13.1 The Government may publish further guidance on the operation and function of Town Deal Boards and these Terms of Reference must be reviewed in accordance with any such guidance.
- 13.2 The Board may amend these terms of reference at any time with consent of Kirklees Council and will be reviewed on an annual basis.

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## 14. Ancillary Matters

### *Freedom of Information*

14.1 The Board and its activities will be subject to Freedom of Information requests, in addition to the Data Protection Act 2018 and the Environmental Information Regulations (various). Provision will be made via Kirklees Council's website and support will be provided by Kirklees Council to manage and respond to such requests.

14.2 It is likely that members of the public may have direct questions that relate to how the Board functions and the decisions it makes. These in the first instance will be directed to the appropriate Service Director from Kirklees Council to manage, and where appropriate engage with the Chair and/or the Board.

### *Sub-groups*

14.3 In developing the Investment Plan thematic sub-group may be required to be set-up, engaging people and organisations outside of the Board to support the development and delivery of the Investment Plan.

14.4 Sub-groups will be approved by the Board and members of the sub-groups will adhere to these Terms of Reference and the associated Code of Conduct. This will allow for wider engagement outside of the Board in developing an evidence-based plan. The sub-groups will not require voting mechanisms and are advisory to the Board on specific thematic matters.

14.5 Once established, information relating to the sub-groups will be added as an addendum to the Terms of Reference.

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## APPENDIX 1 NAMED SUBSTITUTION

SUBSTITUTE MEMBER RECOMMENDATION	
Main Board Member Name	
Organisation	
Signature	
Substitute member name	
Job Title	
Organisation	
Contact Details: Email: Telephone	

Please submit completed form to [ \_\_\_\_\_ ] received and agreed by the Chair of  
the Dewsbury Town Deal Board

SIGNED: .....

Date: .....

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### APPENDIX 2 DECLARATION OF INTEREST FORM



#### **NOTIFICATION OF (1) DISCLOSABLE PECUNIARY INTERESTS AND (2) OTHER PERSONAL INTERESTS WHICH ARE NOT DISCLOSABLE PECUNIARY INTERESTS BY MEMBERS OF DEWSBURY TOWN DEAL BOARD**

I, [Name]

Being a member of the Dewsbury Town Deal Board (DTDB) do hereby give notice that I have set below in Part I of the form my disclosable pecuniary interests as defined in the Localism Act 2011 and the Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012 and in Part II of this form, my other personal interests which are not disclosable pecuniary interests.

Within 28 days of appointment to DTDB, a Board member must register his/her disclosable pecuniary interests in a public register by providing written notification to the Kirklees Council's Lead Officer

I understand that this notification will be placed upon a public register and published on the DTDB page of the Kirklees Council website.

I further understand that by signing this notification I am also agreeing to abide by the DTDB Code of Conduct.

Signed

Dated

20[ ]

**PLEASE COMPLETE THE FORMS IN PART I AND PART II BELOW FOR BOTH YOURSELF AND YOUR SPOUSE OR CIVIL PARTNER OR ANY PERSON WITH WHOM YOU ARE LIVING AS HUSBAND AND WIFE OR ANY PERSON WITH WHOM YOU ARE LIVING AS IF YOU WERE CIVIL PARTNERS.**

Please use additional sheets if necessary. Any additional sheets should be marked with the number of the question to which they apply. If you have no interests relevant to a particular section please write "None" in that section. Attached to this form is an extract from the Explanatory Notes to the Localism Act 2011 dealing with the offences which may be committed in relation to disclosable pecuniary interests.

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## PART I – DISCLOSABLE PECUNIARY INTERESTS

Disclosable Pecuniary Interests	Disclosable Pecuniary Interests
<p><b>1. Employment, office, trade, profession or vocation</b></p> <p>Please give details of any employment, office, trade, profession, or vocation carried on by you for profit or gain. In particular you should give a brief description of the activity and the name and address of any employer, partnership, or other organisation from which you receive payments.</p>	
<p><b>2. Sponsorship</b></p> <p>Please give details of any payment or provision of any other financial benefit (other than from Kirklees Council) which has been made or provided within the last 12 months in respect of any expenses incurred by you in carrying out duties as a member, or towards your election expenses. This includes any payment or financial benefit from a trade union or political party.</p>	
<p><b>3. Contracts</b></p> <p>Please give details of any contract which is made between you (or a body in which have a beneficial interest) and Kirklees Council -</p> <ul style="list-style-type: none"><li>(a) under which goods or services are to be provided or works are to be executed; and</li><li>(b) which has not been fully discharged</li></ul> <p><i>[A body in which you have a beneficial interest means a firm in which you are a partner or a body corporate of which you are a director, or in the securities of which you have a beneficial interest]</i></p>	

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Disclosable Pecuniary Interests	Disclosable Pecuniary Interests
<p><b>4. Land</b></p> <p>Please give details of any beneficial interest you have in land which is within the area of Kirklees Council. For these purposes the definition of land excludes an easement, servitude, interest or right in or over land which does not carry with it a right (alone or jointly with another) to occupy the land or to receive income. In particular you should provide details of any land which you own, lease, receive rent from or for which you are the mortgagee together with sufficient information to identify the location of such land.</p>	
<p><b>5. Licences</b></p> <p>Please provide details of any licence (alone or jointly with others) to occupy land in the area of Kirklees Council for a month or longer.</p>	
<p><b>6. Corporate Tenancies</b></p> <p>Please provide details of any tenancy where (to your knowledge)-</p> <p>(a) the landlord is Kirklees Council; and            (b) the tenant is a body in which you have a beneficial interest</p> <p><i>[A body in which you or such a person has a beneficial interest means a firm in which you are a partner or a body corporate of which you are a director, or in the securities of which you have a beneficial interest]</i></p>	
<p><b>7. Securities</b></p> <p>Please provide details of any beneficial interest in securities of a body where-</p> <p>(a) that body (to your knowledge) has a place of business or land in the area of Kirklees Council; and            (b) either-</p>	

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Disclosable Pecuniary Interests	Disclosable Pecuniary Interests
<p>(i) the total nominal value of the securities exceeds £25,000 or one hundredth of the total issued share capital of that body; or</p> <p>(ii) if the share capital of that body is of more than one class, the total nominal value of the shares of any one class in which the relevant person has a beneficial interest exceeds one hundredth of the total issued share capital of that class.</p> <p><i>[For these purposes "securities" means shares, debentures, stock, loan stock, bonds, units of a collective investment scheme within the meaning of the Financial Services and Markets Act 2000 and other securities of any description, other than money deposited with a building society.]</i></p>	

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### PART II – PERSONAL INTERESTS

Please list any personal interests which are NOT disclosable pecuniary interests and briefly describe your involvement. Personal interests may be interests for which you receive no remuneration or have no beneficial interest but which may still be seen as prejudicing your decision making.

The interests you list are a matter for your discretion but you should have regard to your duty to act in accordance with the Seven Principles of Public Life which are contained in the Code of Conduct for members of the DTDB, namely:

- Selflessness
- Integrity
- Objectivity
- Accountability
- Openness
- Honesty
- Leadership

The following is a list of the type of personal interests you should consider including in this form but please note this is not a comprehensive list and is given only by way of example. Please ask the Head of Development and Master Planning if you require guidance.

#### **(a) Membership of Trade Union**

*Note – if you are paid by a trade union, this is a disclosable pecuniary interest and should be disclosed in Part I of this form. Part II is for the disclosure of membership of a Trade Union only*

#### **(b) External bodies to which you are appointed or nominated by the Council but for which you receive no remuneration**

*(any organisation of which you are a member or in a position of general control or management and to which you are appointed or nominated by Kirklees Council as its representative but it is not a disclosable pecuniary interest. Note that being nominated as a director is a disclosable pecuniary interest*

#### **(c) Interests in charities, societies and other bodies**

*(any position of general control or management in any public authority or body exercising functions of a public nature; company, industrial and provident society, charity or body directed to charitable purposes; bodies whose principal*



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*purposes include the influence of public policy including professional association) but it is not a disclosable pecuniary interest*

**(d) Membership of a local organisation**

*(any local organisations of which you are a member, e.g., friends of "x")*

**(e) Involvement in any organisation for which you do not receive remuneration but the organisation may receive funding or support from the Council**

**(f) Receipt of benefits like for example, Council Tax Single Person's Allowance**

**Note-** You are also reminded that if you have received gifts and hospitality with a value in excess of £25 you must notify the Lead Officer in writing within 28 days of receipt.

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### APPENDIX 3 – DEWSBURY TOWN DEAL BOARD CODE OF CONDUCT

#### **Dewsbury Town Deal Board Code of Conduct**

The Dewsbury Town Deal Board (DTDB) has adopted this code setting out the expected behaviours required of its Board Members, acknowledging that they each have a responsibility to represent the ambition of the Town Deal for Dewsbury and work constructively with Kirklees Council's Economy and Skills Service and partner organisations to develop and deliver the Town Board Investment Plan and associated activities.

In accordance with the Towns Fund Prospectus and the Towns Fund Guidance, when acting in a Board Member capacity, members must be committed to behaving in a manner that is consistent with the Nolan principles to achieve best outcome for our residents and maintain public confidence in the actions of the Board, namely:

**SELFLESSNESS:**

Holders of public office should act solely in terms of the public interest.

**INTEGRITY:**

Holders of public office must avoid placing themselves under any obligation to outside individuals or organisations that might try inappropriately to influence them in their work. They should not act or take decisions in order to gain financial or material benefits for themselves, their family or their friends. They must declare and resolve any interests and relationships.

**OBJECTIVITY:**

Holders of public office must act and take decisions impartially, fairly and on merit, using the best evidence and without discrimination or bias.

**ACCOUNTABILITY:**

Holders of public office are accountable for their decisions and actions to the public and must submit themselves to the scrutiny necessary to ensure this.

**OPENNESS:**

Holders of public office should act and take decisions in an open and transparent manner. Information should not be withheld from the public unless there are clear and lawful reasons for so doing.

**HONESTY:**

Holders of public office should be truthful.

**LEADERSHIP:**

Holders of public office should exhibit these principles in their own behaviour. They should actively promote and robustly support the principles and be willing to challenge poor behaviour wherever it occurs.

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### **Conflict of Interests**

Having regard to the nature of the likely interventions that will be explored as part of development of the Investment Plan, from time to time a conflict of interest may arise for Board Members.

A conflict of interest arises where a Board Member, a close associate, immediate family, business, organisation or employer has an interest in a matter which is the same as, connected to or may be affected by the matter under discussion.

At a meeting, Members must declare any interest which they have in any matter to be considered at that meeting.

If the interest in the matter being discussed which a member of the public who knew of the facts would reasonably regard as so significant that it is likely to prejudice the Board Members judgement of the Board's interest in the matter, then the Board Member must declare the interest at the start of the agenda item and must not vote on the matter. However, due to the nature of information the Board Member may have relating to the topic under discussion, such as financial, viability, feasibility and volume by way of example, the Board Member will be able to take part in the debate.

A Register of Interest will be maintained by the Monitoring Officer of the accountable body. A Member Declaration of Interest Form is attached as Appendix 2 to the Terms of Reference of DTDB

### **Registration of Gifts and Hospitality**

Board Members must register in the Register of Members Gifts and Hospitality, held by the Council's Head of Town Centre Programmes of any gift or hospitality worth £25 or over received (or offered), in connection with their official duties as a Board Member and the source of that gift or hospitality (or offer) within 28 days of receiving it.

Acceptance by Board Members of hospitality through attendance at relevant events, conferences and other Board related activity is acceptable where it is clear the hospitality is corporate rather than personal.

### **Complaints**

Where a person has reason to believe that the conduct of a Board Member of the DTDB has fallen short of the standards set out above, encapsulated in the Nolan Principles, a complaint may be made in writing to;

The Service Director Regeneration :  
joanne.bartholomew@kirklees.gov.uk

The complaint should set out as follows;

- (i) the nature of the complaint
- (ii) details of how the Board Member was acting in an official DTDB capacity
- (iii) details of which Nolan Principle has been breached and why

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- (iv) if relating to a conflict of interest, details of how the conflict has occurred and impact of that conflict.

The Service Director will review the complaint and determine if the DTDB Member was acting in an official capacity and if the complaint was proven, whether a Nolan Principle would have been breached. If both these criteria are met, the complaint will be referred to the Chair of the DTDB (or Vice-Chair in the event the Chair is the subject of the complaint).

### **Removal of a DTDB Member from the Board**

If a breach of the Code of Conduct has taken place Kirklees Council may remove the Board Member.

In the event DTDB Member's conduct falls short of that expected and a breach of the Code of Conduct has taken place, the Board may by resolution remove that Board Member from the DTDB. Resolution will be a proposer and seconder.

This may only occur when:

- (i) The Board Member has been given at least 14 days clear days' notice in writing of the meeting of the Board at which the resolution will be proposed and the reasons why it will be proposed: and
- (ii) The Board Member has been given a reasonable opportunity to make representations to the meeting in person and/or in writing. The other Board Members must consider any representations made by the Board Member and inform them of their decision following such consideration.
- (iii) There shall be no right of appeal from a decision of the Board's decision to terminate the membership of a Board Member.

### **Further information**

Please email any further queries to [monitoring.officer@kirklees.gov.uk](mailto:monitoring.officer@kirklees.gov.uk)