

# TERMS OF REFERENCE FOR THE UTTLESFORD COMMUNITY SAFETY PARTNERSHIP

## 1 NAME

The name of the Group shall be "UTTLESFORD COMMUNITY SAFETY PARTNERSHIP,

## 2 PREAMBLE

The Crime and Disorder Act 1998, as amended by the Police Reform Act 2002, introduced the statutory requirements for **responsible authorities** to work together with other local agencies, organisations and people, to develop and implement strategies to tackle crime and disorder, including anti-social behaviour and other behaviour affecting the local communities in order to help create safer communities and tackle misuse of drugs in their area.

## 3 AIM & OBJECTIVES

The General Aim(s) of the Partnership shall be to take the lead in making Uttlesford a safer and more pleasant environment in which to live, grow and prosper, by reducing crime and disorder, and addressing the related health, economic and social costs of crime. For this purpose, the General Objectives are to:

- (a) To consult with the local community and statutory partners to establish their safety concerns and priorities for the district.
- (b) To develop a strategic assessment containing agreed objectives based on community and partner consultation and intelligence led information.
- (c) To agree the development of, and input towards, delivering projects that will form part of the annual action plan.
- (d) To receive reports on relevant statistical information to monitor crime and disorder in the district.
- (e) To receive reports on, and monitor, the projects contained in the annual action plan.
- (f) To specifically monitor the procedures and outcomes relating to addressing the issue of anti-social behaviour.
- (g) To ensure that partners consider changing legislation, national and local initiatives, and the role of the CSP in progressing requirements identified.
- (h) To ensure that the community safety implications for all partners are considered.
- (i) To receive and provide information on the development of other relevant strategies/plans ensuring, where appropriate, these align with the annual plan and complement the annual plans of the other relevant Uttlesford Local Strategic Partnership working groups.
- (j) To raise funds on behalf of the Community Safety Partnership to fulfil statutory functions which further the objectives of the strategic assessment for the benefit of the local community.
- (k) To ensure when setting priorities, they are in line with the objectives of the Essex Police, Fire & Crime Commissioners' crime plan.

#### **4 LIMITATION OF LIABILITY**

Organisations carrying out functions on behalf of the Partnership or in furtherance of the Partnership's objectives, do so in their own right and name, and not as an agent for the Partnership or any member or members thereof and shall indemnify the Partnership and its members against all costs, claims, proceedings and demands, arising from any act or omission of that organisation or its employees or agents.

#### **5 MEMBERSHIP**

Members of the Partnership shall be: -

A chair will be appointed on a rotational basis from those mentioned in the responsible authority group as outlined below, apart from those in (c), (f), (g), (i), (j) and (k).

- (a) Divisional Commanders of Essex Police and Stansted Airport (or nominated representatives)
- (b) Representatives nominated by Essex Police.
- (c) Senior Representative of Essex Fire & Rescue Service
- (d) Chief Executive of Uttlesford District Council
- (e) Representative officers of the District Council
- (f) Councillor nominated by Uttlesford District Council.
- (g) Senior Representative of the Essex Probation Service
- (h) Senior Representative of the West Essex CCG
- (i) Representative of Uttlesford Neighbourhood Watch Scheme
- (j) Representatives of the Voluntary Sector
- (k) Representative of Local Businesses
- (l) Such other representatives may from time to time be co-opted onto the Partnership by the Partnership by simple majority, either for the purpose of a particular project/s or generally.

#### **6 RIGHTS OF MEMBERS**

- (a) Each member, as described in Paragraph 5, shall be entitled to one vote at all meetings of the Partnership and to take part in their proceedings.
- (b) Members shall appoint one of them to be deputy-chair who shall preside at meetings of the Partnership in the absence of the chair. (The deputy- chair shall not be a Councillor nor a Council officer.)
- (c) In the event of a co-opted member being appointed for a particular project/s, only that person shall cease to be a member of the Partnership upon completion of the project/s. Any co-opted members will be approved by the chairman and lead officer prior to their attendance.

## **7 VOTING POWERS OF CHAIR**

At all meetings the chair, or whoever is presiding, shall be entitled to vote, and shall also have a second or casting vote.

- (a) The chair shall preside over all meetings where he or she is present

## **8 PARTNERSHIP**

- (a) The Partnership shall meet not less than four times in each year.
- (b) Meetings shall be called by the chair either of his or her own initiative or at the request of one or more members by giving all members 14 days' notice in writing of the time date and place of the meeting and the nature of the business to be discussed
- (c) In the event that a member shall request the chair to call a meeting and he or she shall refuse or fail to do so within 14 days, then any five members may call a meeting by giving notice in writing to all other members of the time date and place of the meeting and the nature of the business to be discussed
- (d) A quorum for a meeting of the Partnership shall be 25% of the membership or 5 whichever shall be the fewer. No business shall be conducted at a meeting of the Partnership unless the numbers of members present forms a quorum. In the event of a meeting being inquorate, the meeting shall be adjourned to such time date and place, as the chairman shall determine.
- (e) The Partnership shall be supported by Uttlesford District Council officers where appropriate and the Lead officer will be the Officer of the District Council who holds the position of Community Safety Officer.
- (f) Minutes of the meeting shall be distributed to members within 10 working days in accordance with the Uttlesford District Council Democratic Services performance target.

## **9 VACANCIES ON THE PARTNERSHIP**

In the event of a vacancy occurring in the position of chair at any time the Community Safety Partnership may appoint a replacement but until such time as a replacement is appointed the deputy-chair shall act in his or her place. The duration of the chair will be reviewed annually. (This annual period runs from April to March). The chair should rotate between the chief officers of the responsible authority group as shown below.:

Divisional Commanders Essex Police/Stansted Airport  
Chief Executive Uttlesford District Council  
Senior Representative Essex Fire & Rescue Service  
Senior Representative West Essex CCG  
Senior Representative Essex Probation Service

However, the chair may continue for another year if "re-elected" by members of the Partnership.

Any vacancy arising in the membership where the member has been nominated by any of the organisations referred to in paragraph 5 may be filled by another nomination by that organisation

## **10 POWERS OF THE PARTNERSHIP**

Subject to the provisions of the terms of reference, the Group shall control its own affairs

- (a) The Partnership may delegate any part of its duties to a Sub-Group.
- (b) Uttlesford District Council officers shall advise the Community Safety Partnership as to the expenditure of funds raised and shall expend such funds as so authorised by the Partnership and shall provide satisfactory evidence of such expenditure.

## **11 ALTERATIONS TO THE TERMS OF REFERENCE**

Any alterations to the terms of reference must be approved by the Partnership at a meeting called for that purpose. In the event that the Community Safety Partnership shall not approve the amendment then the same shall not take effect and the terms of reference shall continue un-amended.

## **12 DISSOLUTION**

In the event of the Dissolution of the Partnership, any assets held after the payment of any debts and liabilities shall become the property of Uttlesford District Council to be used for similar purposes for the benefit of the local community.

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