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**MEMORANDUM OF UNDERSTANDING**  
relating to the Cinderford Regeneration Board

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**Date this Memorandum Of Understanding (“MOU”) was agreed:**

**1. PURPOSE AND BASIS OF THE CINDERFORD REGENERATION BOARD (the “Board”)**

- 1.1 The purpose of this MOU is to establish a framework within which the members of the Board set out in Schedule 2 hereto (“Members”) can demonstrate their commitment to support and participate in the Board. The Members have agreed to work in partnership to achieve the objectives set out in this MOU.
- 1.2 The Cinderford Regeneration Board was established on 27 September 2005. The Board is an unincorporated association and does not have any legal status in itself and is not the accountable body for any grant or funding regime.
- 1.3 The Board has previously prepared a Business Plan for Cinderford (dated December 2007) (the “Business Plan”) which sets out a ten year action plan for the regeneration of the Cinderford area. The document was prepared in accordance with the principles of sustainable development as set out in the Business Plan. The Business Plan can be viewed online at [www.fdean.gov.uk/go/regeneration](http://www.fdean.gov.uk/go/regeneration)
- 1.4 The Forest of Dean District Council subsequently worked closely with the Homes and Communities Agency to prepare an Area Action Plan (AAP) for the Northern Quarter. The aim has been to balance the regeneration opportunities with concern to safeguarding the natural setting of the area.
- 1.5 The Homes and Communities Agency submitted a planning application for the site in April 2014, in line with the aims of the Area Action Plan. The application was subsequently approved and issued in February 2015.
- 1.5 This MOU does not and is not intended to establish a legal partnership within the meaning of the Partnership Act 1890.
- 1.6 This MOU is not a binding contractual agreement and may be terminated at any time in accordance with clause 17. However it is intended to show commitment by the Members to the aims of the Board and to establish a robust accountability and reporting structure with partners for delivering projects within the Board’s business plan.
- 1.7 No third party may exercise any rights whatsoever in relation to the content of this MOU.
- 1.8 References to the Schedules are to the schedules to this MOU and references to this MOU shall include the Schedules.

1.9 References to legislation shall include references to such legislation as amended or re-enacted from time to time.

## **2. CINDERFORD REGENERATION BOARD - VISION 2026**

2.1 A **bri**ghter future for Cinderford: the town, its surroundings and its community

*In 2026 the Cinderford area will be acknowledged as a regionally important centre of excellence in sustainable economic development and the application of 'cutting edge' green technologies, taking advantage of the area's natural assets.*

*A major transformation will have taken place in the Northern Quarter where over 1200 local students will be taught in striking contemporary buildings, constructed of local materials with sedum grass roofs set amidst a naturalised landscaped campus. Close by an Eco Lodge Hotel (biking, hiking and riding) will provide work experience opportunities for College students and improved facilities for visitors to enjoy the outdoor leisure activities on offer in the Forest of Dean.*

*On the Northern United and adjacent sites Scandinavian style business incubator and live work units will provide flexible accommodation for the growing number of lifestyle entrepreneurs, attracted by the areas' growing reputation. Additional employment opportunities will have been created through targeted investment for new business formation in the Enterprise Park including the provision of faster broadband and bespoke business support provided for all new companies to reduce company failures.*

*An improved tree lined 'boulevard' and cycleway will link the College campus with a rejuvenated town centre in Cinderford offering an increasing number of new specialist independent retail units and food outlets, with many established by former College students keen to remain in the area. New artworks, architectural lighting and public realm improvements in the town centre will celebrate both the town's industrial heritage and the new focus on sustainability and green issues.*

*Many more tourists are now visiting the Forest of Dean, taking advantage of the improved highway links from the M5 and M50. Greater housing choice in terms of both tenure and price is available through a mix of new energy efficient and affordable homes (all achieving Code 4) at Valley Road/Hastings Road, at Steam Mills/the Northern Quarter and the linked site at Five Acres in Coleford.*

*Local residents in the Cinderford area will also benefit from improved education, health and leisure services and facilities. Greater collaboration between the College, local schools and businesses facilitated by the new educational partnership has raised aspirations,*

*progression routes and educational achievements through a collective commitment to provide high quality academic and vocational education. The area can now boast some of the best educational and leisure facilities in the county.*

*In 2026 the Cinderford area will have a new confidence in its future. Young people in particular will have the drive and skills to meet local needs and the resilience to succeed.*

### **3. TERMS OF REFERENCE OF THE BOARD**

3.1 Throughout the continuance of this MOU the Board shall use its reasonable endeavours to:

3.1.1 commission research and analysis on the long-term challenges affecting Cinderford;

3.1.2 consult with all sectors of the community to identify key economic, social and environmental concerns for Cinderford;

3.1.3 oversee the delivery of the Area Action Plan (AAP) and ensure that plans and agencies are co-ordinated, and committed resources are properly managed to create services that provide improved quality of life and services that provide value for money and are better designed to meet local needs and priorities;

3.1.4 monitor and evaluate the delivery of the AAP at least annually, and feed this back to local residents and businesses clearly and in a way that is easy to understand.

3.1.5 maintain and review at least annually a risk assessment of the strategic objectives of the Board.

3.1.6 identify key success factors for the Board and monitor its effectiveness and achievement at least annually.

3.1.7 communicate regularly and clearly with residents, businesses and regeneration partners through the resources it has available.

### **4. GUIDING PRINCIPLES**

4.1 Quality and Value for Money – All Members of the Board are committed to providing value for money projects and services which are of the highest quality within the available resources;

4.2 Probity and Ethics – All Members of the Board will, in all their dealings and activities comply with the law and operate to the highest standards of probity and ethics;

- 4.3 Equalities – All Members of the Board believe that every person in the community is important whatever their age, race, gender, belief, ability, sexual orientation, background or personal circumstances and will treat everybody – whether resident, worker or visitor – with respect. The Board will incorporate this approach in all aspects of its work and contacts;
- 4.4 Sustainability – All Members of the Board recognise that they have a part to play in protecting the local environment and in promoting sustainable development in Cinderford and the wider area of influence;
- 4.5 Shared responsibility – All Members of the Board believe that the best way to tackle problems is by working together within the Board and with the community at large.

## **5. MEMBERSHIP**

- 5.1 The Board is an inclusive forum intended to bring together public sector organisations and private sector representatives based on a shared vision and a set of agreed strategic objectives.
- 5.2 The Board shall operate on a strategic basis. Implementation of its objectives will be facilitated by its associated Members, partner organisations and by the Northern Quarter Delivery Group and its associated project management groups (as defined in paragraph 8.3 of this MOU).
- 5.3 It is acknowledged that Members have existing obligations and accountabilities and that such obligations and accountabilities shall not be prejudiced by the provisions of this MOU.
- 5.4 The accountable body in respect of each project in which the Board has an interest will be clearly identified by the Board from amongst the Members.

## **6. THE OPERATION OF THE BOARD**

- 6.1 The key function of the Board is to provide a wider strategic direction on Cinderford regeneration matters, in order to deliver the aims set out in the Area Action Plan and Town Centre Enhancements study.<sup>1</sup>
- 6.2 The Board is the advisory body and shall oversee the work of the team and its progress in delivering the AAP and Town Centre Enhancements Study.
- 6.3 Ex-officio individuals may attend meetings with the permission of the Chair (as defined in paragraph 7.15).
- 6.4 The Board may, from time to time, agree to co-opt organisations for a specific purpose.
- 6.5 The Board will meet /quarterly. Special meeting can be called when required. Members will receive monthly updates in between meetings.
- 6.6 The date, time and location of the next meeting, as well as all relevant papers, the agenda and the minutes of the last meeting must be circulated (at the direction of the Chair) no later than one week in advance of the meeting, unless the Members agree otherwise.
- 6.7 A meeting will only be quorate if at least 5 Members are present in person within 30 minutes of the stated starting time.
- 6.8 If a meeting is not quorate, it shall not be entitled to undertake any item of Board business, but may decide upon the date/time and location of a replacement meeting if those Members who are present decide it is appropriate to re-convene. At least two weeks' written notice of the replacement meeting must be given to all Members.
- 6.9 The Chair may at any time call an 'extraordinary meeting' of the Members, provided that not less than two weeks shall elapse between the date the notice calling the meeting was dispatched and the date of the meeting.
- 6.10 Meetings of the Board shall not in general be open to the public to attend as observers. The Chair may exclude observers for all or any part of a meeting. Observers shall not be entitled to speak at the meeting, unless permitted to do so by the Chair.

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<sup>1</sup> Delivery mechanisms include: the Cinderford Northern Quarter Area Action Plan, Cinderford Northern Quarter Masterplan & Design Code and the Cinderford Town Centre Enhancements Study

- 6.11 Any Member may ask the Chair to include an item on the agenda for a meeting provided that such request is made at least two weeks in advance of the meeting at which it will be discussed.
- 6.12 The Chair shall have discretion to accept an item for the agenda which has not been submitted in accordance with paragraph 6.11, but may be overruled in this decision at the relevant meeting by a majority of the Member Representatives (as defined in paragraph 7.13) present and entitled to vote.
- 6.13 The content and order of items on the agenda and the amount of time allocated to each one will be set at the discretion of the Chair, who may be overruled at the meeting by a majority of the Member Representatives present and entitled to vote.
- 6.14 Minutes will be taken of every Board meeting by the RO (As defined in paragraph 8.2) or by someone nominated to that task by the Chair. Minutes must be written up and circulated to all Members.
- 6.15 Decisions of the Board are intended to be made by consensus. Where consensus cannot be reached after a reasonable amount of discussion (which shall be determined at the Chair's discretion) then a vote may be requested by any Member to resolve the matter.
- 6.16 Each Member Representative shall have one vote. This is not applicable to Non-Voting Members.
- 6.17 If a vote is held, it shall be carried by a majority of those present and entitled to vote, unless this MOU provides otherwise.
- 6.18 Voting shall be by show of hands.
- 6.19 If there is deadlock, then the Chair will have a casting vote.
- 6.20 Any matters upon which a decision is not reached for any reason shall remain as they were prior to the meeting in question, unless a Member wishes to escalate the matter as a dispute in accordance with paragraph 10).
- 6.21 Where this MOU refers to 'agreement', this includes a decision made by vote and, unless otherwise stated, does not require a unanimous position to be reached.

## **7. SELECTION AND APPOINTMENT OF BOARD MEMBERS**

- 7.1 The Board is not a body which is elected by the public. The Board is a group of organisations from the public and private sectors that are in a position to contribute

through partnership working to improving the quality of life of the residents of Cinderford. Its membership is selected by the Board Members rather than elected by the public.

- 7.2 Factors taken into account in the selection of Board Members should include their role in the life of Cinderford, and the skills and expertise which they can bring to support the activity of the Board.
- 7.3 The number of Voting Members of the Board shall not be restricted to a specific number. The Board will determine the optimum capacity of its Members. The number of Critical Friends and Non-Voting Members is not limited, these Members will be asked to attend meetings as and when the agenda requires.
- 7.4 The Board shall throughout the continuance of this MOU include the Members set out in Schedule 1. It is hereby agreed and acknowledged that these Members are the largest public sector budget holders and land owners and can clearly bring benefit to local people through joint planning. It is therefore agreed that these four organisations should be permanently represented on the Board. A list of all Members is set out in Schedule 2.
- 7.5 Member Representatives should both understand and make clear to all other Member Representatives the extent of their authority to commit the Member organisation they represent to decisions of the Board, and this should be confirmed with the executives of their organisation.
- 7.6 Subject to paragraph 7.7, the Membership of the Board will be reviewed annually for the purpose of considering whether Members' skills and areas of expertise meet the Board's requirements and if necessary to recommend training as appropriate.
- 7.7 Founding Members shall serve the Board for the duration of their organisation's commitment to the Cinderford Regeneration Project. Non-founding Members shall serve the Board for a five year period. Following the end of the five year period, Non-founding Members may, at the Board's discretion, be invited to remain on the Board. Such discretion will be reviewed and exercised on an annual basis.
- 7.8 Members will not receive any remuneration or attendance fees, unless they are carrying out duties beyond or greater than those defined in this MOU and such remuneration and/or fees have been agreed by the Board.
- 7.9 The details of the Founding Members of the Board are set out in Schedule 1.
- 7.10 New Members may only be admitted to the Board if:
- 7.10.1 they have agreed and signed up to this MOU;



- 7.10.2 they agree to comply with the Cinderford Regeneration Board Code of Conduct (set out in Schedule 4 hereto); and
- 7.10.3 the other Members unanimously agree that the new member should be admitted.
- 7.11 Subject to paragraph 7.12, a Member may only be removed by a resolution passed by a two-thirds majority vote of the other Member Representatives present and voting at the meeting at which the resolution to remove the Member is proposed. If a member represents an organisation/body for whom they are employed or elected, should they no longer be employed or elected to that organisation/body they will cease to be a member of the Board.
- 7.12 If it is proposed to remove a Member from the Board, the Members agree that no Member shall be removed from the Board unless they have been given the opportunity to speak at the meeting at which the resolution to remove them is proposed.
- 7.13 Each Member shall be entitled to send one senior decision-making representative (a "Member Representative") to each meeting of the Board.
- 7.14 The Members agree that they shall endeavour to ensure that their respective Member Representative is the same person for each meeting, but each Member organisation may change their representative as they think fit, provided the new details are submitted to the Chair in writing at least 3 working days prior to the Board meeting.
- 7.15 The Members of the Board must, at the September meeting of each calendar year, elect a Chair and a Vice-Chair. Any reference to 'the Chair' in the rest of this document means 'the Chair' (or in his or her absence, the 'Vice-Chair').
- 7.16 If the Chair is absent from a meeting, the meeting will be chaired by the Vice-Chair from amongst their number. If the Vice-Chair is also absent, the Members may elect a replacement Chair for that meeting only.
- 7.17 At the September meeting of each calendar year the Chair and Vice-Chair will be invited to continue annually unless another member expresses a wish to stand for Chair and Vice-Chair. A vote will then be taken at the next meeting to elect a Chair and Vice-Chair.
- 7.18 The Board will be permitted to invite critical friends to join the Board meetings in a non-voting capacity. This will enable the board members to share in good practice and learn from other experts operating in an economic regeneration field.

## **8. THE DELIVERY STRUCTURE**

8.1 The Board is responsible for ensuring the delivery of objectives in the Cinderford Business Plan. The Project Structure set out in [Schedule 3] hereto has been adopted for the years 2013-16. An explanation of the role of the Northern Quarter Delivery Group is outlined below:

### **8.2 Northern Quarter Delivery Group**

- 8.3.1 The Northern Quarter Delivery Group (NQDG) shall prepare a development programme for the Northern Quarter, setting out the key activities required by key partners and consultants to deliver the Vision 2026 for Cinderford.
- 8.3.2 The NQDG shall meet bi-monthly at a minimum to drive forward the regeneration programme, with major issues and variations to the agreed development programme reported to the Cinderford Regeneration Board.
- 8.3.3 Meetings of the NQDG shall include the FODDC Regeneration Manager and Regeneration Officer together with representatives of partner organisations and their consultants.
- 8.3.5 The NQDG will be convened by the Regeneration Officer and/or Administrative Technical Assistant.
- 8.3.6 The NQDG will co-ordinate funding bids required to deliver the Area Action Plan from partner organisations and external bodies such as GFirst, the Local Enterprise Partnership.
- 8.3.7 The NQDG will seek to establish the foundations and framework for private investment in the Northern Quarter by incorporating best practice from the UK and abroad.
- 8.3.9 The NQDG shall identify relevant strategic future agenda items for the Board and progress actions arising from Board meetings.

## **9. SECRETARIAT**

9.1 Forest of Dean District Council will provide support for the Board and this will be monitored as services in kind by the Regeneration Manager, Regeneration Officer and Administrative Technical Assistant. Should the posts of Regeneration Manager, Regeneration Officer and Administrative Technical Assistant be deleted from the Forest of Dean District Council organisation structure, the Board will have to agree alternative support from one of the founding member organisations.

9.2 Regeneration Manager (RM), Regeneration Officer (RO) and Administrative Technical Assistant (ATA)

9.2.1 The Forest of Dean District Council shall appoint a Regeneration Manager (RM) and Regeneration Officer ("RO") who shall manage the resources committed to each project undertaken by the Board and co-ordinate the delivery of the Area Action Plan and Town Centre Enhancements Study through Members, contractors and other agencies. An Administrative Technical Assistant (ATA) will co-ordinate and minute the Board meetings.

9.2.2 The Forest of Dean District Council shall be the employing body of the RM, RO and ATA. The RM, RO and ATA shall be bound by the said council's terms and conditions of employment to include its staff code of conduct.

8.2.3 The RM, RO and ATA shall provide regular management information to the Board to allow it to perform its monitoring and coordination role and gain assurance that committed resources are being adequately controlled and projects are being delivered effectively.

9.2.3 The RM, RO and ATA will ensure all projects, have been properly appraised and are supported by a complete risk assessment which is up to date and managed by a project manager nominated by the Board.

9.3 The minutes of the Cinderford Regeneration Board meetings will be maintained and made available on request, providing the Board have agreed the requested minutes.

**10. CONDUCT OF THE BOARD**

10.1 All Members of the Board shall abide by the guidelines and standards for ensuring probity and good governance in public life, as defined in the Cinderford Regeneration Board Code of Conduct (Schedule 4).

10.2 The Founding Members will be responsible for monitoring the conduct and behaviour of their respective Member Representatives.

**11. DECLARATIONS OF INTEREST & DISPUTES**

11.1 A Register of Interests will be maintained by the RO and updated annually. All new Members and Member Representatives will declare any interests before attending their first meeting.

- 11.2 Where a Member Representative has a conflicting personal or organisational interest in any matter discussed at a meeting at which he or she is present, he or she must declare that interest:
- 11.2.1 to the meeting if it is not confidential (please see paragraph 10.3); or
  - 11.2.2 to the Chair/Vice Chair if it is confidential (please see paragraph 10.4).
- 11.3 If a conflict of interest is declared to the meeting, the meeting shall note the declaration and determine whether the affected Member Representative may speak on and/or vote on the relevant matter.
- 11.4 If a confidential conflicting interest is declared to the Chair, then the Chair shall determine at his or her discretion whether the affected representative may speak and/or vote on the relevant matter, but may be overruled in this decision at the relevant meeting by a majority of the Member representatives present and entitled to vote.
- 11.5 Where the Chair or Vice Chair of the Board makes a declaration of interest the relevant meeting shall by a majority of the Member representatives present and entitled to vote determine whether the Chair or (as appropriate) Vice Chair may speak and/or vote on the relevant matter.
- 11.6 It is agreed and acknowledged that a declaration of interest may disbar a Member from participating in a Board project, or the Board itself, if it is judged that the interest declared is prejudicial to the aims, objectives and spirit of the Board or, that such an interest can reasonably be judged to be mostly to the benefit of the individual or organisation making the declaration rather than mostly to the benefit of the Board.
- 11.7 Each Member representative will be bound at all times by their respective organisation's Codes of Conduct.
- 11.8 Each Member shall be responsible for providing its own insurance cover for itself and its Member Representative.
- 11.9 No Member shall be responsible for the liabilities, responsibilities, duties or any other obligations of any other Member. No Member shall have authority to enter into any arrangements on behalf of the Board or any other Member. No Member may act as the agent of any other Member.
- 11.10 In the event of any dispute between the Members relating to any matter concerning the Board, any Member may invoke the provisions of this paragraph by giving notice to the

other Members. In the first instance, the dispute should be discussed between the Members at a Board meeting or extraordinary meeting.

11.11 If that meeting fails to reach agreement on the matter in dispute, then the Members who are in dispute shall refer the matter to Chair for resolution in consultation with the Vice Chair.

11.12 In the event that the matter in dispute relates to the Chair the matter shall be referred to Vice Chair for resolution.

11.13 In the event that the matter in dispute relates to the Vice Chair the matter shall be referred to Chair for resolution.

11.14 The Chair and Vice Chair shall use reasonable endeavours to meet and discuss the dispute within one month of a reference to them.

11.15 If they fail to meet or fail to reach agreement as set out above, then either:

11.15.1 a majority of Members present and entitled to vote may elect to take the matter further as provided in paragraph 10.16; or

11.15.2 the matter will be recorded by the Chair as an item of dispute, the positions of the Members shall be noted and the matter shall be left outstanding.

11.16 Following a vote made in accordance with paragraph 10.15, a majority of Members may elect either:

11.16.1 to request the termination of the Board, in which case the provisions of paragraph 13 will apply; or

11.16.2 to apply a replacement dispute resolution procedure (e.g. Alternative Dispute resolution (ADR) or an application to Court).

## **12. COMMUNITIES OF INTEREST**

12.1 The development of community interest during the delivery of the Area Action Plan will be of vital importance, and the members will strive to ensure that they are developed throughout the continuance of this MOU. In particular, the Board will establish 3 separate fora to cover Environmental, Business and Community interests in the Northern Quarter project,. Fora meetings will be called as and when appropriate.

### **13. FINANCIAL CONTROL AND FUNDING AGREEMENTS**

- 13.1 Existing resources or grants through normal working practice of the Members will be the main source of funding of projects carried out by the Board. At all times financial control will be the responsibility of the Member organisation that has been formally appointed by the Board to act as the accountable body.
- 13.2 Any Member holding funds provided by any other Member will maintain “open book” accounts and provide such information at any time as may reasonably be requested.
- 13.3 Rights of access will be granted by any Member committing funds, to another Member’s internal or external auditors, where assurance is required that controls over committed resources are adequate and monitoring data is reliable.

### **14. FINANCIAL REGULATION**

- 14.1 In carrying out their duties, Members will continue to comply with the constitution and financial regulations of their own organisation, including arrangements for:

14.1.1 Procurement and contracting

14.1.2 Reporting to executive and the scrutiny of executive decisions

14.1.3 Employment terms and conditions and codes of conduct

14.1.4 Performance and risk management

14.1.5 Business continuity management

14.1.6 Strategic and service planning

14.1.7 Anti fraud and corruption policies

For the avoidance of doubt, in the event and to the extent only of any conflict between this MOU and the constitution and/or financial regulations of any Member, the constitution and/or financial regulations of such Member shall prevail.

### **15. COMMUNICATIONS STRATEGY**

- 15.1 This MOU and Protocol also recognises the need to maintain a Communication Protocol for the partnership which will cover:

15.1.1 the badging and promotion of the Board;

- 15.1.2 the authorising of individual Members to speak on behalf of the Board through the Chair (via coordination with the RO).
- 15.1.3 A to guide to the issuing of press statements and public relations material in relation to the activities of the Board. This to be managed by the RO.
- 15.1.4 establishing conventions on how the Members should distinguish between statements made on behalf of the Members acting in their own right and the Members acting through the Board.

## **16. CONTRACTS**

- 16.1 On the basis that the Board is an unincorporated association any contracts with third parties, whether for employment, supplies or services, will be entered into by one of the Members, not the Board itself.
- 16.2 No Member will proceed with any contract procedure or enter into any contract on the Board's instruction until a funding agreement has been signed by all of the Members.
- 16.3 No Member has the power to commit any other Member to any obligation or expense unless expressly and specifically agreed.

## **17. REVIEW & DISSOLUTION**

- 17.1 The Members are entering into this MOU so that they have a framework to oversee the development of the Board, the production of the Business Plan and its subsequent implementation.
- 17.2 The Members recognise the need to keep the operation of the Board within this MOU under constant review. They recognise changes in legislation, or the governance frameworks of the Members specified in Schedule 2 may affect the method by which the Members deliver projects and services in the future.
- 17.3 If any individual Member wishes to withdraw from the Board one month's written must be given to other Members specifying the means by which the withdrawing Member is intending to honour any funding already committed by it to the Board.
- 17.4 The Board may only be terminated by a resolution passed by a unanimous vote of the Member representatives present and voting at the meeting where the resolution to terminate the Board is proposed.
- 17.5 Full details of any proposal to terminate this MOU (as well as confirmation of the date, time and location of the meeting at which the proposal will be put) must be circulated by

the proposing Member in writing to all other Members at least 3 months in advance of the meeting at which the proposal for termination will be put to the Members.

- 17.6 The Members agree that they will act reasonably and proportionately in seeking to terminate the Board and that they will undertake appropriate consultation before voting on or implementing any resolution to terminate the Board.
- 17.7 Save where they end as a result of the termination of the Board, the liabilities, responsibilities, duties, obligations and commitments of the individual Members will be unaffected by the termination.
- 17.8 The parties do not intend for any Member to be able to make any claim against another in respect of the termination of the Board.

## **18. CONFIDENTIALITY AND SHARING INFORMATION**

- 18.1 Members of the Board shall treat all information they may have or acquire about the business of the Board or any of its Members and partner agencies as confidential, unless such information is already in the public domain or required to be disclosed by law.
- 18.2 It is agreed that, unless prohibited by law, Board Members shall share information about their organisations, services and customers where that information is relevant to the aims and objectives of the Board.
- 18.3 It is further agreed that where such information is already treated as confidential - for example for reasons of commercial, customer or client confidentiality or exempt under the terms of the Freedom of Information Act 2000 - that Members shall seek to provide the information in such a form as to assist the Board while resolving those confidentiality issues / without breaching existing confidentiality terms e.g. by providing details of investment enquiries without naming the investor(s).
- 18.4 Members shall at all times abide by the requirements of the Freedom of Information Act 2000 and the Data Protection Act 1998.

## **19. CHANGES AND ADDITIONS TO THIS MOU**

- 19.1 The Cinderford Regeneration Board shall review this MOU annually.
- 19.2 The current version shall be publicly available upon request.
- 19.3 This MOU may only be changed by a resolution passed by a two-thirds majority vote of the Member Representatives present and entitled to vote at the meeting where the resolution for change is proposed.



- 19.4 Full details of any proposal to amend this MOU (as well as confirmation of the date, time and location of the meeting at which the proposal will be put) must be circulated by the proposing Member in writing to all other Members at least one month in advance of the meeting at which the proposal for change will be put to the Members.
- 19.5 The Members agree that they will act reasonably and proportionately in seeking to amend the governing documents of the Board and that they will undertake appropriate consultation where possible.

**Date approved:** **October 2016**

**Date to be reviewed:** **At the SEPTEMBER 2017 Board meeting**  
**(and annually thereafter)**

**Chairs signature:** **Date:**

**SCHEDULE 1**

**SCHEDULE OF FOUNDING MEMBERS**

<b>Board Member Name</b>	<b>Member Representative Name and Contact Details</b>
<p><b>Forest of Dean District Council</b></p> <p>The said council shall be represented on the Board by two Members, one being an officer, the other an elected member.</p>	<p><b>Names:</b> Councillor Brian Robinson – Deputy Leader FODDC Peter Williams – Strategic Group Manager</p> <p><b>Telephone:</b> 01594 810000</p> <p><b>Email:</b> <a href="mailto:brian.robinson@fdean.gov.uk">brian.robinson@fdean.gov.uk</a> <a href="mailto:peter.williams@fdean.gov.uk">peter.williams@fdean.gov.uk</a></p> <p><b>Address:</b> High Street, Coleford GL16 8HG</p>
<p><b>Gloucestershire County Council</b></p> <p>The said council shall be represented on the Board by two Members, one being an officer, the other an elected member</p>	<p><b>Names:</b> Simon Excell – Lead Commissioner Strategic Infrastructure</p> <p><b>Telephone:</b> 01452 425527</p> <p><b>Email:</b> <a href="mailto:simon.excell@gloucestershire.gov.uk">simon.excell@gloucestershire.gov.uk</a></p> <p><b>Address:</b> Shire Hall, Gloucester GL1 2TH</p>
<p><b>The Forestry Commission</b></p>	<p><b>Name:</b> Lewis James – Acting Area Land Agent (Maternity Cover)</p> <p><b>Telephone:</b> 01594 833057</p> <p><b>Email:</b> <a href="mailto:lewis.james@forestry.gsi.gov.uk">lewis.james@forestry.gsi.gov.uk</a></p> <p><b>Address:</b> Bank House, Bank Street, Coleford, GL16 8BA</p>
<p><b>Homes &amp; Communities Agency</b></p>	<p><b>Name:</b> Greg Morgan - Area Manager</p> <p><b>Telephone:</b> 0117 937 7239</p> <p><b>Email:</b> <a href="mailto:greg.morgan@hca.gsi.gov.uk">greg.morgan@hca.gsi.gov.uk</a></p> <p><b>Address:</b> Homes &amp; Communities Agency, 2 Rivergate, Temple Quay, Bristol BS1 6EH</p>

**SCHEDULE 2**

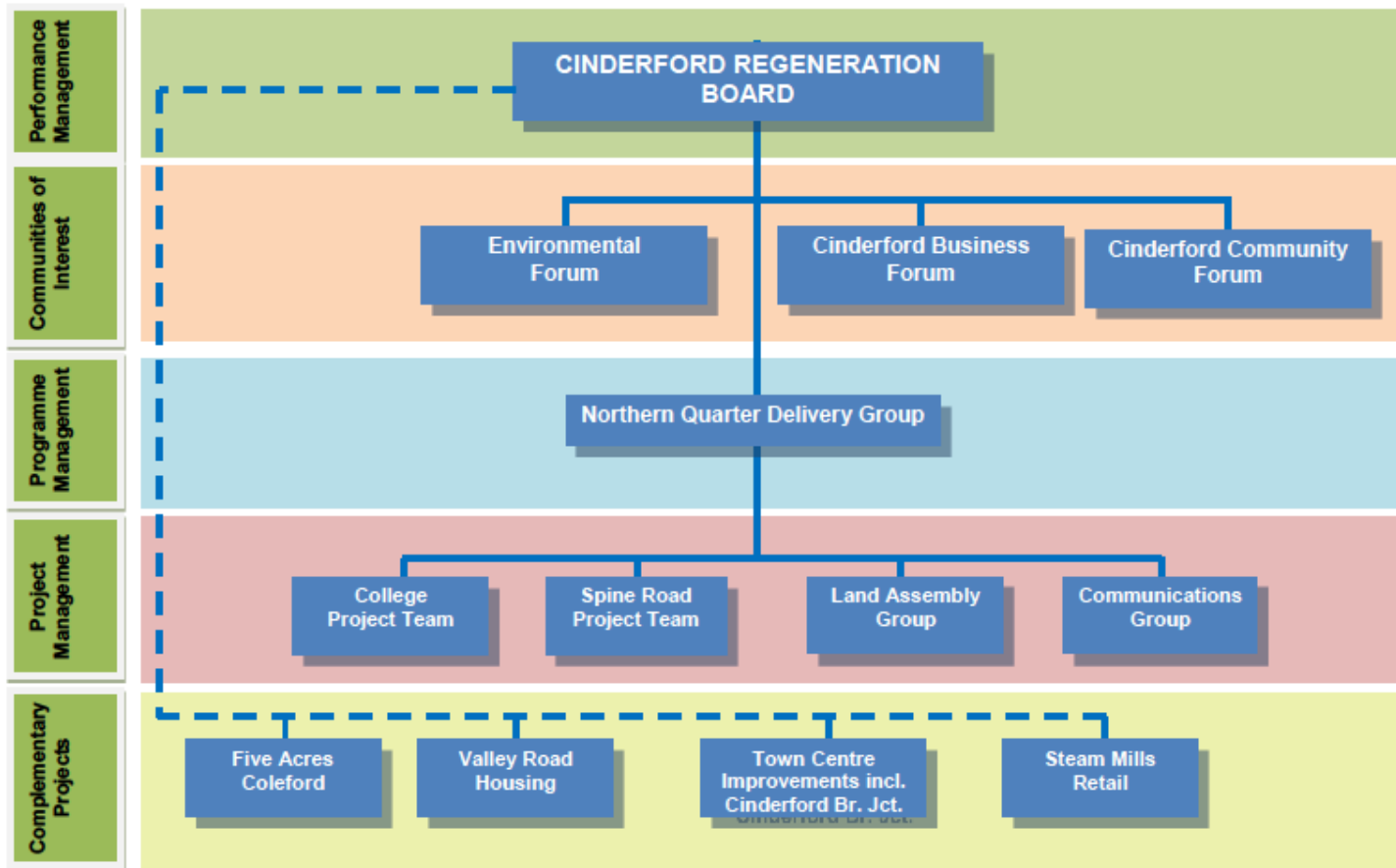
**LIST OF ALL BOARD MEMBERS (AS OF SEPTEMBER 2016)**

<b>SECTOR</b>	<b>NAME</b>	<b>ORGANISATION</b>	<b>LENGTH OF SERVICE</b>
Education and Skills	Matthew Burgess	Gloucestershire College	July 2013
Education and Skills	Nigel Johnson	Forest High School	September 2016
Forestry	Lewis James	Forest Enterprise (Forestry Commission)	July 2016
Government Agency	Greg Morgan	Homes & Communities Agency (HCA)	September 2009
Housing	Garry King	Two Rivers Housing (2RH)	September 2005
Local Authority	Simon Excell	Gloucestershire County Council (GCC)	August 2006
Local Authority	Cllr Brian Robinson	Forest of Dean District Council (FoDDC)	July 2015
Local Authority	Peter Williams	Forest of Dean District Council (FoDDC)	September 2016
Local Authority	Cllr Graham Morgan	Cinderford Town Council	September 2005
Private sector	Neill Ricketts	Versarien	May 2013
Private sector	Stuart Tait	GMT Mortgage Bureau / Cinderford AFC	July 2010
Town Partnerships	Tim Holder	East Dean Initiative	September 2005

(Shaded cells denotes Founding Partners)

**SCHEDULE 3**

**CINDERFORD NORTHERN QUARTER - PROJECT STRUCTURE**



## **SCHEDULE 4**

### **CINDERFORD REGENERATION BOARD – CODE OF CONDUCT & CONFLICTS OF INTEREST**

#### **Introduction**

The Cinderford Regeneration Board is an unincorporated association with no legal status. The Board exists to bring together the public, private and voluntary and community organisations active within Cinderford to agree the strategic direction for regeneration of the town. The Board has agreed the following terms of reference:-

- To bring together strategic partners and their resources for the benefit of Cinderford and the Forest of Dean district.
- To take responsibility for the development, management and delivery of Area Action Plan and Town Centre Enhancements Study. The Board will also take a lead on addressing the socio-economic needs which emerge from the Business Plan by promoting the people and area of Cinderford.
- To ensure the involvement of local people in the regeneration of Cinderford particularly through consultation on key matters.

The Board may wish to delegate some of the above functions to its Northern Quarter Delivery Group comprising officers from the District Council, the County Council, Forestry Commission, Homes & Community Agency and the Forestry Commission.

**Note:** The Board is an informal partnership not a company limited by guarantee.

Members of the Board have a collective responsibility for the strategic direction and management of the Board funding programmes and the way they see their role and undertake their duties will make a difference to the effective delivery of the AAP and Town Centre Enhancements Study.

This Code of Conduct is designed to give guidance to those involved with the management of Board funding programmes.

#### **Guiding principles**

The guiding principles for members of the Board are based on the seven principles of public life developed by the Committee for Standards in Public Life.

**Selflessness** - Members should take decisions solely in terms of the public interest. They should not do so in order to gain financial or other material benefits for themselves, their family or their friends or confer such benefits, treatment or advantage improperly on others.

**Objectivity** - In carrying out Board business, including making appointments, or awarding contracts, members should make decisions on merit.

**Integrity** - Members should not place themselves under any financial or other obligation to outside individuals or organisations that might influence them in the performance of their official duties. Members should not accept gifts or hospitality that might reasonably be thought to influence, or be intended to influence, their judgement; or where to do so would bring discredit upon the Board. As well as avoiding actual impropriety, members should avoid any appearance of it.

**Accountability** - Members are accountable for their decisions and actions to the public and must submit themselves to whatever scrutiny is appropriate to their office.

**Openness** - Members should be as open as possible about all the decisions and actions they take. They should give reasons for their decisions and restrict information only when the public interest clearly demands.

**Honesty** - Members have a duty to declare any private interests relating to their public duties and to take steps to resolve any conflicts arising in a way that protects the public interest.

**Leadership** - Members should promote and support these principles by leadership and example.

### **Conflicts of Interest**

Conflicts of interest can and do arise commonly amongst members of partnership organisations where they are often chosen because of their local links or interests. The collective responsibility of members of the Board should override any individual interests.

All members should declare in advance any direct or indirect interest that may arise in respect of a contract or other matter in which the Board is or may become involved. If unsure of the seriousness of a potential conflict of interest, members should err on the side of caution.

Where a member has a pecuniary interest (this means a financial interest or association with the proposed development, the land, the applicant or land owner) in any business or matter to be discussed, they shall not speak or vote on the matter or count towards the quorum and shall withdraw from the meeting whilst the relevant matter is being discussed.

Register of Board members' prime interests and funding sources will be established by the Board and updated annually and as new members join the Board.

### **General**

This Code of Conduct applies to all members, co-opted members and observers of the Cinderford Regeneration Board, the appointed Consultants or any other Sub-Groups, Task-Groups or forums established at any time by the Board to make recommendations or take decisions on behalf of the Board.

The Board shall decide what action should be taken if a member fails to disclose an interest or makes a gain or profit from his/her position.

The Cinderford Regeneration Board agreed this Code of Conduct on 21 September 2016