



THAMES GATEWAY KENT PARTNERSHIP

CONSTITUTION

(REVISED APRIL 2018)

THAMES GATEWAY KENT PARTNERSHIP

CONSTITUTION

1 DEFINITIONS

1.1 In this Constitution the following terms have the means indicated below:-

“Accountable Body” – the Member acting as an accountable body for the management of routine expenditure and external project funding.

“Agreement” – any Agreement entered into by the Members in accordance with Clause 20 hereof.

“Annual Meeting” – the annual meeting of the Board as defined in Clause 0.

“Board” – the Board of the Thames Gateway Kent Partnership.

“Chairman” – the chairperson for the time being of the Board.

“Chief Executive” – the chief executive or head of paid service of a local authority.

“Clerk” – the chief executive of the Partnership or senior officer of the Lead Body and includes his or her authorised representative, whose address is TGKP, Innovation Centre Medway, Maidstone Road Chatham ME5 9FD or such other address as the Clerk shall notify to the Members in writing.

“Constitution” – the Constitution comprised in this document.

“Constitutional Documents” – include this Constitution, and Financial Regulations.

“Contributing Member” – the Councils and any other Members asked to contribute to the costs of the Partnership in accordance with this Constitution.

“Councils” – the Councils being Members of the Partnership, as indicated in Annex A hereto (and subsequent Councils joining in accordance with Clause 8.1).

“Financial Regulations” – the financial regulations of the Partnership.

“Lead Body” – a Member undertaking the lead role in administration, in accordance with Clause 5.6 hereof.

“Members” – members of the Partnership as indicated in Annexes A and B hereof (subject to Clauses 8.1 and 8.2 hereof).

“Month” – a calendar month.

“North Kent” – that area comprising the Kent districts of Dartford, Gravesham, Maidstone and Swale and Medway Unitary Authority.

“Observers” – as set out in Annex C (and subsequent observers joining in accordance with Clause 8.1).

“Partnership” – the unincorporated association known as the Thames Gateway Kent Partnership.

“Partnership Budget” - the budget established for the Partnership for each year in accordance with Clause 7.2 hereof.

“Partnership Business” – activities undertaken and work done for the purposes, aims and objectives of the Partnership.

"Principles of Conduct and Probity" - the principles which members should follow in the conduct of business and relationship with the Partnership as set out in Annex F.

“Private Sector Bodies” – the members of the private sector, including not for private profit bodies such as social enterprises, being Members of the Partnership as indicated in Annex B hereto (and subsequent private sector bodies joining in accordance with Clause 8.1).

“Public Sector Bodies” – the members of the public sector, including the Councils and other public sector bodies, as indicated in Annex A hereto (and subsequent public sector bodies joining in accordance with Clause 8.1).

“Representatives” – persons attending the Board as representatives of Members.

“Subscription” – the annual Subscription to the Partnership if so set.

“Subordinate Bodies” – such committees, sub committees, task groups, working groups or other bodies set up to further the work of the Partnership.

“Thames Gateway” – the area comprising selected boroughs in East London, South Essex and North Kent.

“Thames Gateway Kent” – that area comprising the area of the Councils in North Kent.

“TGK Officers’ Group” – a group of officers of the relevant public authorities (which may include Representatives) and other members whose membership and terms of reference are indicated on Annex E hereof.

“TGKP Secretariat” – the officer team employed on behalf of the Partnership (including the Clerk).

“Vice Chairman” – the Vice-Chairman for the time being of the Board.

“Year” – the Year running from 1 April in any calendar Year to 31 March in the next calendar Year.

“Working Day” – Monday to Friday excluding public and bank holidays.

2 INTERPRETATION

- 2.1 Words importing the singular shall, where the contexts so admits, include the plural and vice-versa.
- 2.2 Words importing any gender shall where the context so admits include the other genders and words importing persons shall likewise include bodies corporate, unincorporated associations and partnerships.
- 2.3 Any reference to legislation shall include a reference to that legislation as amended, applied, consolidated, re-enacted by or as having effect by virtue of any subsequent legislation.
- 2.4 Any questions concerning the interpretation of the Constitutional Documents shall be settled by the Clerk.

PARTNERSHIP ARRANGEMENTS

3 THE PARTNERSHIP

- 3.1 The Partnership is an unincorporated association and not a formal partnership in law.
- 3.2 This document is not intended to create a formal partnership in law.
- 3.3 The terms “partner” “Member” and “Partnership” shall be interpreted in accordance with the above.

4 THE OBJECTIVES OF THE PARTNERSHIP

- 4.1 The objectives of the Partnership are as set out in the Mission Statement and supporting Aims and Objectives of the Partnership set out in Annex D hereof.
- 4.2 The Partnership may develop such strategies or projects as may be designed to support the Mission Statement and further the aims and objectives of the Partnership. All steps should be taken to avoid conflict with strategies of Councils within the area of the Partnership.

5 ARRANGEMENTS FOR THE PARTNERSHIP

- 5.1 The Partnership shall be governed by a Board comprising (1) the Leaders of the Councils or their representatives and (2) nominated individuals who are Members as Private Sector Bodies. Members may be accompanied by relevant advisers to Board meetings. Observers may attend and speak but not vote. In respect of Representatives, only in exceptional circumstances shall another representative be substituted. Such substitutions should be notified in writing to the Clerk 3 days before the start of the Board meeting.
- 5.2 The Board shall aim to maintain a balance of equivalent numbers of public and private sector Members, allowing that vacancies will occur from time to time.
- 5.3 Should a Member be an individual person he will be considered for the purpose of this Constitution (except Clause 8.12) to be his own Representative.
- 5.4 The Partnership may also set up such Subordinate Bodies as may be required.
- 5.5 The Partnership may also collaborate with the Councils in the setting up of any special joint committee as may be required.
- 5.6 The Partnership may be supported by a Lead Body and one or more Accountable Body. Any Lead Body must be one of the Councils.
- 5.7 The Lead Body is responsible for administration of the Board and ensuring provision of committee services, and may also provide financial and legal services. Arrangements could be made by agreement for financial, legal, project leadership and other services to be provided by another Member.

- 5.8 Any Lead Body, Accountable Body or other Member undertaking Partnership Business or financial, legal, project leadership or other services for the Partnership shall exercise reasonable care and skill in the performance thereof and be responsible to the other Members thereof.

6 SUBSCRIPTIONS

- 6.1 The Board shall by the end of December in any Year determine the Subscription for each Member or class of Member for the following Year.
- 6.2 Each Member will confirm their agreement to the subscription by 15 March each Year for the following Year.
- 6.3 Members shall pay their Subscriptions in two equal instalments, the first to be paid by 30 April and the second by 31 October in the Year to which they relate. Where a part year payment only is due the payment shall be required at the beginning of the period or such other date as may be agreed, at the discretion of the Partnership.

7 OBLIGATIONS OF MEMBERSHIP

- 7.1 Members shall comply with the terms of this Constitution and give support to the Aims and Objectives of the Partnership set out in Annex D.
- 7.2 As partners in Thames Gateway the Members are required to ensure that:-
- 7.2.1 A budget is established for the Partnership to meet any costs that are anticipated to arise. Such a budget must be submitted to the Annual Meeting for the purpose of any proposed subscription rate(s) being agreed by the Members before the ensuing Year;
 - 7.2.2 A Lead Body or Accountable Body is not left to bear alone any costs or liabilities arising in relation to the Partnership apart from its Subscription and any staffing costs it may voluntarily incur.
 - 7.2.3 Should costs or liabilities occur on account of or in connection with any of the following:-
 - 7.2.3.1 failure of Members to pay their Subscriptions;
 - 7.2.3.2 relocation or breaking up of the Partnership;
 - 7.2.3.3 termination of the Partnership or of the role of a Lead Body or Accountable Body;
 - 7.2.3.4 any claims against a Lead Body or Accountable Body in respect of Partnership Business;
 - 7.2.3.5 judgements or awards of a Court or Tribunal relating to Partnership Business or;
 - 7.2.3.6 any other matter relating to Partnership Business.
- then in any such event the Lead Body or Accountable Body that reasonably incurs such costs or liabilities shall be entitled to either:-

- i) vire unexpended monies from the Partnership Budget in accordance with Financial Regulations; or
 - ii) require the Partnership Budget and/or Subscription for the following Year to make allowance for such costs; or
 - iii) in the event that neither or i) or ii) is available (e.g. where a Member is leaving or has left the Partnership) to treat the appropriate share of such costs as a debt payable by such Member or ex-Member.
- 7.3 Where costs arise in accordance with 7.2.1 or 7.2.2 above each Member at the time when the costs are expended or become due shall unless otherwise agreed by all Members be liable in the proportion of one equal share per Contributing Member. For the purposes of Clauses 7.2 and 7.3, and for the benefit of any doubt this shall exclude any Observer.

8 CHANGE OF MEMBERSHIP AND REMOVAL OF MEMBERS

- 8.1 Persons or organisations wishing to become Members or Observers may join the Partnership on the recommendation of any Member and the agreement of the Board. A new Contributing Member joining during a Year shall be liable for a share of the relevant Subscription calculated pro rata on a daily basis from the date of its joining.
- 8.2 A Contributing Member may resign from the Partnership with not less than six months' written notice given to the Clerk, provided that the requirements of this Constitution and any Agreement are met. No rebate of Subscription will be given. The definition of "Member" shall exclude such Member from the date of the expiry of such notice.
- 8.3 A Member that is not a Contributing Member may resign from the Partnership at any time provided not less than 28 days' written notice is given to the Clerk in advance of the next meeting of the Board.
- 8.4 The term for any Private Sector Body joining the Board shall be four years, subject to the provisions in Clauses 8.5 and 8.6 below, but their membership may be renewed for a further four year period with the agreement of the Board. From 01 April 2018 onwards, a Private Sector Body shall not normally serve more than two consecutive four year terms.
- 8.5 The Board may at its discretion, and by the decision of the Members present, terminate the membership of a Private Sector Body, with not less than 28 days' notice, if there is a significant or material change in circumstances from those pertaining to the original appointment of that Member.
- 8.6 Should a Member be in breach of any of its obligations under this Constitution or an Agreement the Board may, by the decision of the Members present, excluding the Member which is in breach, resolve to terminate its membership on not less than 28 days written notice.
- 8.7 Decisions regarding membership shall be taken in accordance with Clause 14.
- 8.8 A Lead Body or Accountable Body may by not less than six months' written notice terminate its Lead Body or Accountable Body status.
- 8.9 The Board may resolve to terminate the role of a Lead Body or Accountable Body by way of not less than six months' written notice.
- 8.10 Should a Member who is acting as Lead Body or Accountable Body be in breach of any of its obligations under this Constitution or an Agreement the Board may, with the consensus of

the Members present, excluding the Member which is in breach, resolve to terminate its membership and/or its role as Lead Body or Accountable Body on not less than 28 days' written notice, provided that suitable arrangements are available to continue Partnership Business.

- 8.11 Should a Member serve a notice of resignation under 8.2 above in any Year and that notice expire during the following Year the Member shall be liable for a share of its Subscription for that following Year calculated pro-rata on a daily basis depending on the date of the expiry of its notice of resignation.
- 8.12 The Board may require a Member to replace its Representative and to nominate a replacement if that Representative fails to attend for four consecutive meetings of the Board provided that the Clerk has sent a warning letter to the Representative following the failure to attend three consecutive Board meetings. In the event of a replacement Representative not being either practical or possible, the Member will be deemed to have given notice and will be removed unless the Board determines otherwise. Such timescales for notice given by the relevant Member will apply.

9 TERMINATION OF THE PARTNERSHIP

- 9.1 Any Member may propose the termination of the Partnership by service of a notice of determination upon the Clerk. Such Notice shall be debated by the Board and shall take effect subject to not less than six months' notice should it be approved.
- 9.2 The Partnership shall also terminate should it become clearly unlawful to continue with its functions.
- 9.3 The termination of the Partnership and the serving of Notice of Determination shall be without prejudice to any obligations or rights of any of the parties which have accrued prior to such termination or notice and shall not affect any provision of the Constitution or any Agreement which is expressly or by implication provided to come into effect on or to continue in effect after such termination.
- 9.4 Should the termination of the Partnership be approved and the Lead Body incur costs in that account (e.g. by virtue of redundancy of staff) these costs shall be borne by the Members in accordance with Clause 7 above.

10 FUNCTIONS OF THE BOARD

- 10.1 The functions of the Board shall include:-
 - 10.1.1 Directing work required by the Partnership in furtherance of its mission, aims and objectives set out in Annex D.
 - 10.1.2 Approving the annual business plan and its associated budget.
 - 10.1.3 Overseeing the management of the Partnership budget.
 - 10.1.4 Agreeing the Constitutional Documents of the Partnership, and any amendments thereto.
 - 10.1.5 Considering any Agreements proposed under Clause 20 hereof.
 - 10.1.6 Setting up Subordinate Bodies and monitoring their work.

10.1.7 Reporting to the Members as required.

CONDUCT OF BUSINESS AT THE BOARD

11 BOARD MEETINGS

- 11.1 The Board shall hold an Annual Meeting not later than December of each year and not more than 15 months shall elapse between one annual meeting and the next.
- 11.2 The Board shall meet on at least two other occasions during the year and should normally meet at least four times a year in total.
- 11.3 At the Annual Meeting the Chairman shall present an annual report.
- 11.4 At the Annual Meeting the Members shall:-
- 11.4.1 Elect the Chairman and Vice-Chairman for the forthcoming year together with the Members or officers responsible for the Subordinate Bodies. (The Chairman and Vice-Chairman may be elected for a lesser time than one year but a formal meeting must then be arranged at the end of the term to elect a successor).
 - 11.4.2 Agree a timetable of ordinary meetings for the next twelve months.
 - 11.4.3 In accordance with Clause 7.2.1, consider the Partnership's budget and the proposed subscription rates for the ensuing year.
- 11.5 Meetings of the Board may only be cancelled or moved to a different date by the Chairman in consultation with the Vice-Chairman.
- 11.6 The TGKP Secretariat may attend and speak at Board meetings, but not vote.

12 QUORUM

- 12.1 The quorum of the Board shall be four or 25% of Members if greater, of which at least 3 must be Representatives of the Member Councils. Should a Board Meeting be inquorate, the Chair may fix a special meeting of the Board to consider outstanding business or let it stand adjourned to the next ordinary meeting of the Board.

13 CHAIRMAN

- 13.1 The Chairman shall be elected from amongst the Members' representatives on the Board. The election shall be annually at the Annual Meeting.
- 13.2 The Vice-Chairman shall be elected from those Members of the Board who fall into a different category of membership to the Chairman. If a Chairman is elected from the Public Sector Bodies, the Vice-Chairman must be elected from the Private Sector Bodies or vice-versa.
- 13.3 The Chairman shall preside at meetings of the Board and in the absence of the Chairman, the Vice-Chairman, shall preside. In the absence of the Chairman and Vice-Chairman, the Board shall elect a person to act as Chairman at that meeting only.

14 DECISIONS AND CONDUCT OF MEMBERS

- 14.1 Decisions will be taken by consensus where possible. The absence of consensus will evoke the dispute mechanism as set out in Clause 14.5.
- 14.2 Subject to Clause 19, every Representative present shall be entitled to speak and vote. Representatives may speak on all matters except where there is a conflict of interest. A conflict of interest shall include the provision of public infrastructure where a Private Sector Body or an associate would or could be perceived to benefit from the provision of such infrastructure. Where there is no direct conflict of interest the Representative may remain and speak on the item but their views will not be taken into account in arriving at the consensus on the matter, if the meeting invites the Representative so to do. If there is direct conflict the Representative must leave the meeting whilst this item is debated and resolved.
- 14.3 Consensus shall be arrived at by no Member indicating opposition to the matter being discussed. Any Representative may have their opposition to a decision or abstention recorded in the minutes, yet agree for the matter to proceed.
- 14.4 In the absence of consensus, the following matters require the support of at least 75% of Representatives present if the matter is not determined by the disputes mechanism:-
- (i) Adoption and amendments to Constitution Documents;
 - (ii) The joining of new Members;
 - (iii) The approval of the Partnership budget and business plan;
 - (iv) The adoption of a new Lead Body or Accountable Body;
 - (v) The termination of the role of a Lead Body or Accountable Body;
 - (vi) The termination of Membership and removal of a Representative;
 - (vii) The termination of the Partnership.
- 14.5 Should any Representative object to a proposal within Clause 14.4 above then that Representative is entitled to ask for the matter to be held over until the next meeting of the Board, to give time for further consideration of the proposal. In that event the proposal shall be dealt with at the next meeting of the Board (providing it is quorate).
- 14.6 If a dispute cannot be resolved by consensus the matter shall be heard and resolved by the Chairman and Vice-Chairman, together with one other Member who is not involved in the dispute selected by the Chairman and Vice-Chairman. In the event that no other Representative can be identified the Chairman, Vice-Chairman and Clerk will resolve the matter, consulting also with the Chief Executive of the TGK Officers' Group.

15 BUSINESS

- 15.1 The Clerk shall, in consultation with the TGK Officers' Group, prepare an agenda for each meeting of the Board and circulate this to the Representatives at least three clear Working Days in advance of the meeting. The agenda shall include reports of Subordinate Bodies where appropriate.
- 15.2 Additional to agenda items, urgent matters may be discussed at the discretion of the Chairman of the meeting.

16 URGENT ACTION

- 16.1 Where urgent action is required on behalf of the Partnership and delay would be prejudicial to the Partnership, the Chairman and the Vice-Chairman are entitled to authorise the Clerk to take action following consultation with the Clerk provided that:-
- 16.1.1 should either the Chairman or Vice-Chairman be unavailable, then a Member from the relevant sector shall be consulted and, such consultation shall be recorded in writing by the Clerk;
 - 16.1.2 the matter is reported for information to the next available meeting of the Board; and
 - 16.1.3 an attempt is made to obtain the views of all the Members, if time permits.
- 16.2 For the purposes of 16.1, the Chairman may ask Board Members to convey their views electronically via the Clerk. The Chairman, Vice-Chairman and Clerk will then resolve the matter, consulting also with the Chairman of the TGK Officers' Group.

17 MINUTES

- 17.1 Minutes of meetings of the Board shall be prepared by the Clerk and shall be kept available for inspection.
- 17.2 The minutes of any meeting of the Board shall be circulated to Representatives within 14 Working Days of such meeting and shall also be placed on the Agenda of the next meeting of the Board for confirmation.

18 TRANSPARENCY

- 18.1 The Board will establish reasonable and proportionate procedures for the implementation of principles of open government to the meetings of the Board and its Subordinate Bodies.

19 DECLARATION OF INTERESTS

- 19.1 Should a Representative or Member become aware that they have a financial interest, direct or indirect, in any contract, proposed contract or other matter to be considered at a meeting of the Board then he shall:-
- 19.1.1 Disclose such interest to the meeting and not take part in any consideration or discussion of the matter or vote on any question with respect to it; and;
 - 19.1.2 Unless the meeting invites him to remain withdraw from the meeting.
- 19.2 The rule in 19.1 above does not apply where the interest concerned is shared by the majority of Representatives or where it relates primarily to the interests of any public sector Member or its area or the Thames Gateway Area as a whole.
- 19.3 The Representatives shall observe the principles referred to in Annex F insofar as applicable to the Partnership.

20 AGREEMENTS

- 20.1 Some or all of the Members may enter into any agreements necessary to support Partnership Business to deal with (inter alia);
- (a) the relationship between them and any Lead Body or Accountable Body; and
 - (b) legal arrangements between Members/Councils in support of the Partnership; and
 - (c) projects to be developed within the aegis of Thames Gateway.

21 THE TGK OFFICERS' GROUP

- 21.1 A TGK Officers' Group will be established and will meet in accordance with Annex E hereof.

22 INSPECTION OF DOCUMENTS

- 22.1 A Representative may inspect any document in the possession or the control of the Partnership if:-
- 22.1.1 it is reasonably necessary for him to do so for the purpose of his duties as Representative; or
 - 22.1.2 the document contains material relating to any business to be transacted or to be transacted at a meeting of the Board or a meeting of a Subordinate body.

23 SUBORDINATE AND ASSOCIATED BODIES

- 23.1 Subordinate Bodies appointed within Clause 5.3 above may also include as members of the Subordinate Body persons or bodies from outside the Partnership, provided that this is necessary or appropriate for the purposes of the Subordinate Body concerned.
- 23.2 The chairman or secretary of a Subordinate Body shall make arrangements to ensure that the workings of that Subordinate Body comply with this Constitution and any Agreement including:-
- 23.2.1 Reporting of the activities of the Subordinate Body to the Board or the TGK Officers' Group;
 - 23.2.2 Regularity and procedure of meetings;
 - 23.2.3 Membership, chairmanship or championship;
 - 23.2.4 Administration, including urgent action.
- 23.3 The Partnership may also with the approval of the Board join, associate with or support any bodies including community forums where appropriate for the furtherance of the aims and objectives of the Partnership set out in Annex D.

24 **FINANCE**

- 24.1 The Board shall approve Financial Regulations for the management of Partnership Business.
- 24.2 No Member or person employed for the business of the Partnership shall in connection with Partnership Business apply for any external funding or grant which:-
 - 24.2.1 could or would require match funding in terms of cash or staff time from a Member without the prior consent of the Member concerned; and/or
 - 24.2.2 would or could utilise existing external funding or grant secured by or on behalf of the Partnership as match funding without the consent of the Board or its appropriate Subordinate Body and the Accountable Body and such consent shall not be unreasonably withheld.

25 **WAIVER**

- 25.1 Any failure of a Lead Body, Accountable Body or the Board to enforce the requirements of this Constitution shall not be considered as a waiver of any obligations under this Constitution or otherwise shall not be a waiver of any continuing breach or of any other breach of any of those obligations.

ANNEX A

THAMES GATEWAY CONSTITUTION

MEMBERS OF THE PARTNERSHIP

Public Sector Bodies

The Councils (Represented by the Leader or notified representative in accordance with the Constitution);

Kent County Council

Medway Council

Dartford Borough Council

Gravesham Borough Council

Maidstone Borough Council

Swale Borough Council

Other Public Sector Bodies

Ebbsfleet Development Corporation (Represented by the chief executive of the Corporation or notified representative in accordance with the Constitution)

ANNEX B

THAMES GATEWAY CONSTITUTION

MEMBERS OF THE PARTNERSHIP

Private Sector Bodies

Up to 7 Private Sector Bodies (1 individual representative only from any single organisation.)

The Private Sector Bodies will, as far as possible, reflect priority economic sectors in North Kent, different sizes of enterprise and geographic spread across the Partnership area; and these will be taken into account when considering nominations of new Private Sector Bodies.

ANNEX C

THAMES GATEWAY CONSTITUTION

OBSERVERS OF THE PARTNERSHIP

The Observers

1 representative from the each of the following areas:-

North Kent MPs

Higher Education

Further Education

Environment Agency

Homes England

THAMES GATEWAY KENT PARTNERSHIP CONSTITUTION

A REGENERATION PARTNERSHIP FOR THAMES GATEWAY KENT

1. MISSION STATEMENT

To provide strong and effective partnership in promoting high quality and sustainable economic-led growth, development and regeneration in North Kent.

2. AIMS AND OBJECTIVES OF THE PARTNERSHIP in support of the above Mission Statement. The role of the Partnership, and the Board, is to:

- Help improve the productivity of the North Kent economy, seeking to raise Gross Value Added (GVA), including through attracting and growing knowledge-based employment and increasing business start-up and survival rates;
- Attract and retain investment in priority employment locations, ensuring the development of new employment sites and provision of high-quality, marketable business premises;
- Support the delivery of ambitious levels of new housing, prioritizing brownfield sites wherever possible, and in all cases accompanied by the necessary transport and other physical and social infrastructure to assist connectivity and sustainable economic growth;
- Support the creation of new jobs at a level at least equivalent to new homes, particularly in high value sectors, and maximizing the economic benefits of our universities through strengthened links with industry;
- Be a powerful advocate for North Kent's interests to Government, the South East Local Enterprise Partnership and other key decision making and opinion forming bodies.

3. In pursuing these aims and objectives the Partnership will:

- facilitate and promote collaboration between local authorities and other partners in North Kent on issues where more can be achieved by working together rather than separately;
- work with Government, the South East Local Enterprise Partnership and other bodies to help shape policies, plans and investment decisions affecting North Kent;
- agree and pursue an up to date work programme, reviewed at least annually and designed to reflect Partnership priorities;
- work with all relevant stakeholders to address issues where a coordinated approach (for example on skills and employability, transport, enterprise, housing, sustainability, green infrastructure, business support) will help unlock potential and opportunities and/or deliver added value and improved quality of life to benefit North Kent residents and businesses;

- work with partners in London, Kent and South Essex on pan-Thames Gateway actions designed to achieve the potential of the Thames Gateway to deliver sustainable economic growth and, in particular, ensure that the Thames Gateway and wider Thames Estuary region remains as a key national priority for Government;
- ensure the views of North Kent businesses are properly taken into account in shaping the Partnership's economic and investment priorities for North Kent;
- provide policy and political direction for the TGKP Secretariat Team, TGK Officers' Group and other subordinate bodies, and ensure good governance and accountability in all matters relating to collaboration between TGK partners.

ANNEX E

THAMES GATEWAY KENT PARTNERSHIP TGK OFFICERS' GROUP MEMBERSHIP AND ROLE

Role

The role of the TGK Officers' Group (the "Group") is to advise and support the Board in its task of encouraging sustainable economic growth and regeneration in North Kent. The role includes:-

- (i) To act as a 'pre-agenda' meeting, resolving, where possible, points of potential conflict;
- (ii) To take appropriate action to implement the broader 'Partnership Agenda';
- (iii) To prepare papers/options on tasks identified by the Board;
- (iv) To offer advice and direction for the activities of any Task Groups;
- (v) To meet regularly to ensure that Board decisions are implemented and that momentum is maintained in all areas of Partnership activity;
- (vi) To monitor progress on delivery of the Partnership's work programme;
- (vii) To meet periodically to discuss strategic issues;
- (viii) To advise the Board on matters falling outside the remit of the specific Task Groups;
- (ix) To provide direction to and receive reports from Subordinate Bodies and convey advice to the Board as appropriate.

Membership

Organisation	Officer	Suggested Alternate
Medway Council	Chief Executive (Chair)	Director of Regeneration, Community & Culture
Dartford Borough Council	Managing Director	Head of Regeneration
Gravesham Borough Council	Chief Executive	Director, Housing & Regeneration
Swale Borough Council	Chief Executive	Director of Regeneration
Maidstone Borough Council	Chief Executive	Director of Regeneration & Place
Kent County Council	Director of Economic Development	Director, Economic Development, Strategy and Policy Manager
Thames Gateway Kent Partnership	Chief Executive (Secretary)	-
	Head of Policy	-
DWP-Jobcentre Plus	Partnership Manager	Employer Adviser
Homes England	Area Manager – Essex & Thames Gateway Strategy	
Ebbsfleet Development Corporation	Chief Executive	Head of Corporate Programme Office
University of Kent (for the HE Sector)	Director of Innovation & Enterprise	-
North Kent College (for the FE Sector)	Vice Principal- Business and Commercial Services	-

Conduct of meetings

- The meetings will be chaired by the Chief Executive of Medway Council. Where he is unable to attend, the Group will be chaired by one of the other local authority Chief Executives (or Managing Directors), chosen by agreement. These arrangements will be subject to review annually.
- It is important that attendance is at a consistent and senior level. Each member of the Group will have one named alternate to attend in his or her place. The member of the Group may vary the identity of the alternate on giving not less than 14 days' written notice to the Clerk.
- Other officers may be invited to attend at the discretion of the chair of the Group, where required by the agenda.
- Following each meeting the Clerk will report progress to the Chairman of the TGKP Board.
- The Group will normally meet monthly. The TGKP secretariat will schedule and organise meetings of the Group, prepare agendas and prepare or commission papers for the meetings as required. Short action notes will be produced following each meeting.
- Meetings will normally be held at the offices of TGKP (Innovation Centre Medway).

ANNEX F

THAMES GATEWAY KENT PARTNERSHIP CONSTITUTION

PRINCIPLES OF CONDUCT AND PROBITY

The principles of propriety governing the work of the Board will follow the ten core general principles inherent in the ethics of public service that should reflect the expected values and behavior for the operation of the public sector¹. These ‘principles of public life’ are set out below and will apply to all Members and Representatives when taking part in the activities of the Partnership.

The Ten General Principles

Selflessness

Members should serve only the public interest and should never improperly confer an advantage or disadvantage on any person.

Honesty and Integrity

Members should not place themselves in situations where their honesty and integrity may be questioned, should not behave improperly and should on all occasions avoid the appearance of such behaviour.

Objectivity

Members should make decisions on merit, including when making appointments, awarding contracts, or recommending individuals for rewards or benefits.

Accountability

Members should be accountable to the public for their actions and the manner in which they carry out their responsibilities, and should co-operate fully and honestly with any scrutiny appropriate to their particular office.

Openness

Members should be as open as possible about their actions and those of their authority and should be prepared to give reasons for those actions.

Personal Judgement

Members may take account of the views of others, including their political groups, but should reach their own conclusions on the issues before them and act in accordance with those conclusions.

Respect for Others

Members should promote equality by not discriminating unlawfully against any person and by treating people with respect, regardless of their race, age, religion, gender, sexual orientation or disability. They should respect the impartiality and integrity of the authority’s statutory officers, and its other employees.

¹ <https://www.gov.uk/government/publications/the-7-principles-of-public-life/the-7-principles-of-public-life--2>.

Duty to uphold the Law

Members should uphold the law and on all occasions, act in accordance with the trust that the public is entitled to place in them.

Stewardship

Members should do whatever they are able to do to ensure that their authorities use their resources prudently and in accordance with the law.

Leadership

Members should promote and support these principles by leadership, and by example and should act in a way that secures or preserves public confidence.

The central themes of the ten principles that relate to propriety are:

- the avoidance of bias through conflict of interest, whether actual or potential;
- the avoidance of personal gain from public funds;
- openness and accountability.

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