

# Sunart Community Benefit Fund



## **CONTENTS**

- 1 Context
- 2 Purpose
- 3 Status
- 4 Authority
- 5 Membership
  - 5.1 Number
  - 5.2 Panel profile
  - 5.3 Appointment of members
  - 5.4 Retiral, replacement & removal of members
- 6 Meetings
  - 6.1 Frequency
  - 6.2 Location
  - 6.3 Induction & Review meetings
- 7 Meeting Procedures
  - 7.1 Secretariat
  - 7.2 Chairperson
  - 7.3 Minutes
  - 7.4 Quorum
  - 7.5 Decision-making
  - 7.6 Conflicts of interest
  - 7.7 Attendance of non-Panel members
- 8 Miscellaneous
  - 8.1 Confidentiality
  - 8.2 Appealing Decisions
  - 8.3 Code of Conduct, Anti-Corruption and Anti-Bribery
  - 8.4 Expenses
  - 8.5 Communications
  - 8.6 Communication with the media & the wider community
- 9 Amendments

## **1. Context**

The Fund has been created using the annual profits from the community hydro scheme run by Sunart Community Renewables (SCR). The amount to distribute will therefore vary depending on rainfall! From time to time the fund may also receive donations from other organisations or donors, referred to hereafter as “Third Party Funds”.

The Fund is administered by a registered charity, Sunart Community Company (hereafter SCC), who must report to the Scottish Charity Regulator (OSCR) on the use of all of its funds, and who will produce authorised annual accounts. SCC has entered into a Memorandum of Agreement with Sunart Community Renewables for the distribution of funds.

The Fund is overseen by a local Panel of 13 people.

## **2. Purpose**

The purpose of the Panel is to:

Advise the SCC regarding grant awards from the Fund;

Oversee the distribution of funds received from a third party (e.g. private benefactor or corporate donor), who may have already agreed the grant award in advance.

Advise the SCC on other aspects of the management of the Fund such as promotion and awareness, or the development of strategic initiatives designed to maximise benefits to the community within Sunart.

## **3. Status**

The Panel is a collective body, which exists only when it is in session. Panel members have no formal role regarding the Fund outside Panel meetings. They are however encouraged to promote awareness of the opportunity that the Fund offers to their communities. The Panel is governed simply by these Terms of Reference and needs no other governing document or constitution.

## **4. Authority**

The Panel shall recommend decisions regarding grant awards in respect of eligible grant applications submitted to the Fund. These applications will be received and assessed by the Sunart Community Company.

Since the Trustees of the Sunart Community Company have legal responsibility for the Fund they reserve the right to make final decisions regarding awards from the Fund for this reason. However this must only be used in exceptional circumstances and right does not extend to awarding itself funds from the Community Benefit Fund Panel. The Community Company undertakes to accept the recommendations of the Panel provided these do not conflict with its obligations as a registered charity and the terms of its Memorandum of Agreement with Sunart Community Renewables.

In addition the Community Company will discuss and agree with the Panel other aspects of the management of the Fund and expects to work in partnership with the Panel in this regard.

## **5. Membership**

### **5.1 Number**

Anyone aged of 16 or over is eligible to apply to be on the Panel, which will meet no more than 4 times per year to distribute grants.

Panel members for this voluntary role will be drawn from the following age categories:

two people aged 16-25,

three people aged 25-44,

three people aged 45-64, and,

three people aged 65+.

There will be two Ex Officio Members - one each for the Sunart Community Company and one for the Sunart Community Council. The total Number on the Panel will be thirteen.

### **5.2 Panel profile**

Members should be aged 16 or over

Members should live, work or be active volunteers within the Sunart Area

As far as possible the Panel should represent a range of interests and sectors within the Area of Benefit.

### **5.3 Appointment of members**

The Sunart Community Council and Sunart Community Company will be responsible for nominating a member to join the Panel who will also be responsible for reporting back to their organisation about the Panel's work.

### **5.4 Retirement and replacement of members**

Upon joining, members will indicate a willingness to serve for a period between 2 and 4 years, so that the retirement of members will be staggered amongst the Panel Members.. (This does not prevent members from resigning at an earlier date should they wish to do so. Ideally they will provide up to 3 months prior written notice.)

After 4 years service a Panel Member must retire for at least one year. The two Panel Members appointed by the Community Council and Community Company are appointed annually by their respective organisations and may serve for as long as their organisation sees fit.

The opportunity to put oneself forward for consideration as a Panel member to fill vacancies will be openly advertised within the community and appointments made on a fair and transparent basis. In the first instance this will be by drawing "names out of a hat" at a public meeting.

## Sunart Community Benefit Fund Terms of Reference

Self-Nominations will be sought when a vacancy arises as per each age 'bracket'. In the event that more than one nomination is received the Panel will appoint the new Panel Member by voting either at a meeting called for the purpose or via email or teleconference.

Subject to paragraph 5.2 the Community Company and Community Council will be responsible for replacing its appointed Panel Member with another when they retire from the Panel or if they cease to be a community councillor or community company Director.

Where possible any new Panel member should be encouraged to 'shadow' the retiring member for one meeting, attending as an observer.

The Fund Panel may, at its discretion, remove any individual from membership of the Community Panel should they fail to attend three or more consecutive meetings. Where this applies to the Community Council or Community Company nominated representative the Panel will first consult with the said organisation.

In the event that a Panel Member is found to be in breach of the Code of Conduct and these Terms of Reference the Community Company shall have the power to remove a Panel Member from the Panel.

### **6. Meetings**

#### **6.1 Frequency**

Meetings will be held to reflect the frequency of grant rounds that the Panel devises with the Community Company, normally 2 per year. Dates for each year will be set in advance. More frequent meetings may be arranged during the first 12 months to facilitate the process of establishing the Fund and its operation.

#### **6.2 Location & Timing**

Meetings will take place at a suitable venue and time for all members to attend.

#### **6.3 Induction and Review meetings**

The Sunart Community Company will to lead training and facilitate discussion on:

- Roles and responsibilities of the Panel and its members
- Priorities for or criteria for grants from the Fund
- The application, assessment and decision-making process and role of the Panel at the decision-making stage.
- A plan for encouraging applications for grant funding and a process for managing applications. (E.g. Timescales, deadlines etc.)
- The Sunart Community Company staff will also work with the Panel to periodically reflect and review the work of the Fund in addressing community needs and opportunities with a view to ensuring the purpose and strategy of the Fund are adequate and fit for purpose. This could for example involve working within the context of the current development plan for the Area of Benefit, and or Community Company Business Plan.

## **7. Meeting procedures**

### **7.1 Secretariat & Budget**

An appropriate individual within the Sunart Community Company will be engaged to provide administrative support to the Panel, as follows.

- To recruit and train a panel of volunteers drawn from the community who will make decisions on grant expenditure.
- To receive grant applications, assess eligibility, correspond with applicants and prepare appropriate reports for each SCGF Panel Meeting.
- To issue notification of meetings; produce agendas and minutes in accordance with the rules of SCGF
- To maintain up to date web pages pertaining to the SCGF
- To correspond with successful and unsuccessful applicants.
- To issue and collate monitoring reports to grant recipients and prepare an annual report.
- Liaise with SCC Treasurer regarding payments for recipients and payment of expenses to panel members

Payment for providing these services and a budget for meeting expenses will be provided to the Sunart Community Company in the form of a grant from the Fund of up to £1,000 per year index linked. <sup>1</sup>

In the event that Panel costs exceed £1,000 per year, the maximum sum that may be deducted from the Fund in any single year for the payment of any costs and expenses referred to in this paragraph 7 and expenses referred to in paragraph 8.3 below shall not exceed £2,000, without the consent of the Panel

### **7.2 Chairperson Duties**

Arrangements for the chairing of Panel meetings and/or appointing a Chair e.g.: on an annual basis will be agreed by the Panel when it is formed.

The key tasks of the Chair are to:

- Conduct the meeting in a timely and organised fashion
- Allow each member to take their turn in contributing to discussions with the aim of securing a consensus, and where that is not possible to take a vote on decisions. The Chair does not have a casting vote.
- To encourage equal contributions from Panel Members – which may involve asking more vocal members to refrain from interrupting.
- To summarise decisions where necessary for the benefit of the minute taker.

---

<sup>1</sup> This is based on £8 per hour for 12 days per year (7.5 hrs per day) assuming three SCGF Panel Meetings per year and assorted duties rounded to 4 days admin per meeting, plus overheads e.g. audit.

- To approve the Draft Minutes of Panel meetings which will be circulated to Members within 14 days of a Panel Meeting.
- To liaise with the Secretariat regarding preparations for meetings.

### **7.3 Minutes**

Minutes of each meeting will be produced by the person appointed to this role (see 7.1). Minutes will briefly summarise discussions and debate without attributing any views expressed to named individuals.

Minutes will clearly record the decisions of the Panel regarding the applications presented and any recommended conditions to be attached to a grant award. Wherever possible, they should also contain feedback on unsuccessful applications which the secretariat can pass on.

The minute-taker will read back their record of the decisions taken during the meeting for confirmation. The Sunart Community Company will inform the applicant of the decision within seven days of each.

A draft copy of the minutes will be provided to the Panel within 14 days. Following comment from panel members via email, the Chair will approve the Minutes (within 21 days). The minutes will be made available to any applicant requesting them.

### **7.4 Quorum**

The quorum will be 9 members present at the start and end of the meeting. In the case of a meeting not being quorate, no applications will be discussed or decisions taken but the meeting will be postponed to an alternative date to be set as soon as possible.

In the event that several members are asked to temporarily withdraw from a quorate meeting due to a direct conflict of interest, the remaining members of the Panel will remain empowered to take a decision on an award.

### **7.5 Decision-making**

The Panel will aim to achieve decisions by consensus. However, where this is not possible a vote by show of hands will be taken. In the event of an equality of votes the Chair will not have a casting vote and further discussion will take place and the vote repeated until a majority decision reached.

Decisions regarding grant awards will be based on the strengths of the individual applications presented, subject to the amount available. Proactive measures to identify suitable projects may be agreed by the Panel to address the situation if any thematic area.

### **7.6 Conflicts of interest**

The Panel will adopt a Conflicts of Interest Policy. All members will complete a Declaration of Interests Form listing organisations in which they have a direct interest and update this at least annually.

Members will not participate in decisions regarding any application in which they have a **direct** interest. Direct interest means they or a family member are an officer or employee of the applicant organisation.

Conflicts of Interest will be a standing agenda item at meetings and declarations of interests in applications being discussed will be recorded in the minutes.

### **7.7 Attendance of non-Panel members at meetings**

In order not to inhibit open discussion of applications, meetings will not be open to the public. However, the Panel may invite applicants or potential applicants to meet with the Panel and make a presentation. In this case, consideration will be given to ensuring equality of opportunity for any competing applicants to make their case to the Panel.

## **8. Miscellaneous**

### **8.1 Confidentiality**

Discussions within meetings should remain confidential, and members should refrain from reporting the personal views of individual members outwith meetings.

Assessment reports provided to the Panel by the Sunart Community Company are confidential and should not be shared with third parties.

Prior to the end of each meeting all present will agree how and when the results of the meeting will be communicated to applicants. Panel members must respect decision, with award result confidential until announcements are made.

### **8.2 Appealing Decisions**

There is currently no Appeals Process against Panel decisions by applicants.

### **8.3 Code of Conduct**

Panel members will agree a Code of Conduct which will describe the expected behaviour of Panel members in relation to contributing to Panel meetings and making decisions on awards.

### **8.4 Expenses**

Membership of the Panel is voluntary. Reasonable expenses relating to attendance at Panel meetings – e.g. travel / childcare / carers allowance – can be reimbursed from the Fund. Mileage will be paid at a rate commensurate with that paid to all Community Company Volunteers and employees (normally the current MAP (Mileage Allowance Payment) issued by HMRC.

Claims for expenses should be submitted in writing to the Secretariat after each meeting. Any costs payable under this clause 8.4 shall count towards the aggregate annual cap on expenses in clause 7.1.

### **8.5 Communications**

## Sunart Community Benefit Fund Terms of Reference

The person appointed under section 7.1 will be responsible for maintaining a register of contact details for all Panel members and for circulating communications, including meeting papers, within the Panel. (The Community Company will appoint replacement secretary in the event of unplanned absence.)

The Sunart Community Company will issue Panel papers (comprising assessment reports, fund statements etc.) approximately ten days prior to the date of any meeting.

In addition, general feedback, any relevant evaluation reports and case studies of ongoing or completed projects will be made available at Panel meetings.

The Community Company will undertake an annual review of the grant making with the Panel at which the Panel may seek to amend their grant making strategy.

### **8.6 Communication with the media & the wider community**

The Panel will be guided by Sunart Community Company in its communication with the media and the wider community. As previously noted, decisions of the Panel will be placed on the relevant community websites and released on social media, once the draft minutes have been approved by the Chair – normally within 21 days of the meeting.

### **9. Amendments to these Terms of Reference**

Amendments or alterations to these Terms of Reference can be recommended at any time by the Panel or Community Company, but any changes must be discussed at a Community Fund Panel meeting, and will be subject to final approval by the Sunart Community Company Board.

Content Version: Sept 23<sup>rd</sup> 2016      Author: JH

(Sunart Community Company acknowledges the assistance and expertise of Foundation Scotland in preparing these terms.)