

**Terms of Reference**

**Introduction**

The Panel will play the role of a critical friend in ensuring that Southway services are delivered to the highest standards.

The Panel has no executive powers. The Board has overall decision making powers, through its legal constitution.

The Board at Southway will support the work of this Panel and ensure members have adequate resources to complete their duties as outlined in this document.

The Government supports the role of Scrutiny Panels in holding their landlord to account. This is expressed in the regulatory standards produced by the Homes and Communities Agency in April 2012.

These Terms of Reference lay out our expectations of how we will work with Southway to improve services and how our work is incorporated into the Southway governance structure. They also outline some of the support which Southway will give the Panel to enable success as a scrutiny panel.

The Terms of Reference will be signed by one Panel member on behalf of the Panel and a member of the Executive Team or Board of Southway.

# Aims of the Panel

1. To complete reviews of services and seek improvements, giving advice from a resident’s perspective
2. To provide an opportunity for tenants to scrutinise and inspect services including specific service standards
3. To measure performance and improvements against other landlords, national standards and local service promises in the service area being scrutinised
4. To support co-regulation and good governance at Southway, making sure information is available and transparent which helps enable residents to hold Southway to account
5. To ensure non-involved residents have the opportunity to have their views heard about housing and neighbourhood issues, and to ensure their views are brought forward to the attention of Southway at the highest level. This includes making recommendations where performance or service is not satisfactory
6. To support Southway to take corrective action where performance or standards are not being met
7. To support residents to develop an understanding and influence of both the business issues and the environment within which Southway operates
8. To investigate effectiveness and suggest value for money for services provided
9. To seek continuous improvement in all areas of Southway services
10. To ensure that where assurance is not given that tenants have opportunity to report this to the regulator
11. To consider areas which Southway would like to have scrutinised by the Panel, but to decide on behalf of tenants, which areas will be scrutinised. (Decisions on services to be scrutinised will include performance data; satisfaction data; complaints and compliments; feedback from involved tenants; community call for action and experiences of the wider customer base)
12. To enable all residents to suggest areas for scrutiny
13. The Panel will elect a Chair and Deputy Chair to ensure the efficient business of the Panel. The Chair will act as project lead for the service scrutiny and will chair meetings and hold them to order. The Chair will also act as liaison with staff and Board and any external agency. The Deputy Chair will deputise in the absence of the Chair and will lead on projects as required.
14. The Panel will meet collectively at least monthly to plan the scrutiny, swap information, allocate tasks and re-plan, whilst scrutiny work will be carried out by sub groups of the full group in between these times
15. The Panel will be supported by the governance structure established by Southway when attending Board meetings, taking reports to Committee and in its meetings with Board and the senior managers
16. Training needs will be identified at least annually and skills development will be supported through the Customer Involvement Team

**2. Membership of the Panel**

1. The panel will be comprised of 7-15 Southway tenants and will meet the requirements in the role profile which describes the duties of Panel Members. The Panel will ask Southway to support re-recruitment if it feels the number of Panel members is likely to go below 10 members
2. Panel Members will serve a term of three years and a maximum of nine years. At the end of the three years, members will be able to reapply. The Panel do not wish to lose the skills of trained members and so they will adopt an approach where only one third of panel members will end their term at any one time. Once an order is agreed for members to stand down and be re-elected, future stand downs will be based on time served. Straws will be drawn in the early years to enable this process to be spread over 3 years
3. Panel Members will look favourably on any resident interested in supporting their work and will encourage shadowing and support through existing members
4. The Panel do not wish to exclude anyone, but members who think they may have a conflict of interest with the subject being scrutinised, or part of that scrutiny, may be asked to step down from some parts of the service review being undertaken
5. Panel Members will sign a Code of Conduct, Confidentiality Agreement and Role Profile.
6. The Panel recognise that there may be occasions when Southway Housing Trust would wish to veto a tenant becoming a member of the Panel due to breaches of tenancy.
7. Southway will exercise this right to veto as sparingly as possible in order to encourage active membership of the panel, however there are some circumstances that would automatically prohibit a person from joining the Panel, namely;

Rent Arrears

Any tenant with static rent arrears of over £1000 will not be considered for Panel membership.

Tenants with rent arrears between £250-£1000 will be considered for membership providing;

* + They acknowledge the arrears, are working toward reducing them and have a payment plan in place, or
  + They can demonstrate that the arrears arose due to circumstances beyond their control, such as a delay in Housing Benefit payments

Applicants will need to consent to having their rent account checked by a member of Southway’s Income Management Team before being accepted on to the Panel.

Anti-Social Behaviour

* Any tenant with a current legal order due to breach of tenancy will not be considered for membership
* Any tenant whom the trust are seeking to take legal action against for anti-social behaviour will not be considered for membership

The Trust will not automatically veto the membership of somebody who is currently involved in an Anti-Social Behaviour case, either as a complainant, or an alleged perpetrator, but applicants will need to declare whether they are involved in investigation at the point of application.

If an applicant confirms that they have a current anti-social behaviour case the Chair will meet with Southway’s Governance Manager to decide whether it is appropriate for that person to be considered for Panel membership.

If at any time, either of the above become applicable for an active Panel member they will be asked to stand down from the Panel. Depending on the circumstances and at the discretion of the Chair and the Governance Manager they may be accepted back onto the Panel when the matter is resolved.

1. **Recruitment to the Panel**
2. The Panel will be recruited with support from the Customer Involvement Team
3. Recruitment processes will be transparent, and selection will be based on objective criteria according to the role profile of the Panel members and the ability of Southway to train to fill skills and knowledge gaps
4. The positions of Chair and Deputy Chair will be elected per project by secret ballot, following a request for Panel members to nominate themselves for the positions available. If more than one member competes for the same post this will be decided by the Panel. Those interested will be required to make a short presentation about how they would approach the role and how they would act in the interests of the Panel
5. The Panel will access to independent advice and support when required
6. **Equality and Diversity**
7. The Panel will aim to ensure they are representative of the customer profile information, with regard to the strands of diversity and will encourage applications from all residents
8. The Panel will consider the impact of service equality in all aspects of their work
9. The Panel will work with diverse residents or their representatives and community leaders, to ensure the improvements recommended are fair for all residents

**5. Support provided by the Southway**

1. Southway will provide the resources for the Panel to meet, provide transport and expenses in accordance with the expenses policy
2. Southway will provide full access to internal data, survey results and comparative benchmarking data, as well as access to staff to aid the enquiries for the service scrutiny being considered
3. The Panel will support the Board and the organisation: three times a year, in between scrutiny exercises, no more than two representatives of the Panel will meet with the Chief Executive and a nominated Board Member to discuss issues of mutual interest on scrutiny and strategic and operational matters of importance for Southway
4. The Governance Manager will facilitate the route to the Board for the Panel
5. The Customer Involvement Team will support and facilitate the day to day arrangements for the delivery of the scrutiny report by the Panel
6. The Panel will present their draft findings to Officers to enable final feedback on their report prior to concluding their findings for the Audit and Risk Committee (the Committee)
7. The Panel will present their reports in detail to the Committee for decision. The reports will then be presented to the Board for information. The Panel may attend the Board to observe the progress of the report. In the event of any disagreement by the Committee of recommendations made by the Panel, the Panel may ask to address the Board on those matters. Committee and Board dates will be at pre-arranged and agreed with the Board in the Scrutiny Planner for each service review
8. The Committee may ask questions on the report presented and will request officers to write an action plan within four weeks to expedite recommendations agreed. The report and action plan will be presented to the Board
9. The Executive Team will finalise the detailed action plan with the Panel, monitor delivery of the plan and inform the Board and Scrutiny Panel (or their representatives) of progress
10. The Panel will consider requests from Southway to scrutinise specific services, with their reasons, alongside other topics suggested by residents and the topics which their own work points to for the next service scrutiny. The final decision on which service to scrutinise will be taken by the scrutiny panel
11. Customers may also approach the Panel to suggest services which display evidence of weakness or failure or a collective group of residents may call for action by the Panel
12. The Panel will publish their plans for a service scrutiny and the results of their scrutiny in the Southway newsletters, annual reports and on their website and keep this information refreshed
13. Southway will support an annual review of training needs of the Panel members after induction. There will be a mechanism in place to ensure that good practice and learning arising from the work of the Panel
14. The Panel will be provided with administration support and expenses through the Southway Customer Involvement Team

**6. Panel monitoring the delivery of actions from Scrutiny**

1. The Panel will agree/seek to negotiate the timetable for actions as a result of scrutiny
2. The Panel may enlist the support of other resident groups to help them monitor whether the actions are being undertaken to the timetable agreed and quality promised, or they may choose to do this work themselves
3. The Panel will revisit the action plan formally with senior officers 12 months and/or on completion of the action plan delivery
4. The Board will monitor the delivery of agreed actions through the Audit and Risk Committee

**7. Disputes between the Panel and Southway**

There are ample opportunities for conciliation during the presentation of scrutiny findings and the agreement of actions by the Board

Discussions between Boards, Officers and the Panel will be the first step if a serious disagreement occurs. Time will be allowed for an amicable resolution

If this is unsuccessful, Southway and the Panel will:

1. agree on a mutually trusted independent expert who will come the organisation to review and comment on the issue in dispute
2. enable the expert to mediate between both parties to improve relations and to reach a compromise
3. enable the expert to review the support provided by the Panel to Southway and vice versa and suggest reasonable compromises, based on their experience of working with other scrutiny groups and landlords

**8. Review of this agreement**

1. This agreement is subject to review in 2015, or earlier if there is an urgent need to enable the Panel or the Board and Staff at Southway to conduct their business
2. All parties will sign the revised agreement, which will include regular review meetings.

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**Signed Print name Title**

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*On behalf of Southway Scrutiny Panel*

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*On behalf of Southway*

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