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**Vela Customer Scrutiny Panel**

**Terms of Reference for members**

Where the term “Vela Group” or “Vela” is used, it refers to Customers of the two landlords of Housing Hartlepool and Tristar Homes

Where the term Customer is used, it is a generic term that refers to anyone who needs, requests or receives a service from the Vela Group. This includes tenants and leaseholders of both landlords, applicants for rehousing, residents who live in the neighbourhoods managed by Vela and people who are buying their homes from Vela.

**Introduction**

The Vela Customer Scrutiny Panel (The Panel) will play a critical friend role in ensuring that Vela services are delivered to the highest standards. The Panel has no executive powers.

The Vela Board and Landlord Boards at Tristar Homes and Housing Hartlepool have overall decision making powers, through their legal constitution. The Boards will support the work of this Panel and ensure members are adequately resourced 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 (the latest version of which was produced by the Homes and Communities Agency operated from April 2012)

These Terms of Reference lay out our methodology and expectations of how we will work with Vela to improve services and how our work is incorporated into the governance structure. They also outline some of the support that Vela will give the Panel to enable success.

The Terms of Reference will be signed by each Panel member and a Vela senior representative and should be read in conjunction with the Code of Conduct, Role Profile and the Confidentiality Agreement.

Co-regulation as a partnership is at the heart of service scrutiny.

# Aims of the Panel

1. To provide an opportunity for customers to scrutinise services including specific service standards and make suggestion for improvement to increase customer satisfaction and operational efficiency
2. To measure performance and improvements against other landlords and national/ local standards in the service area being scrutinised
3. To support co-regulation and good governance, making sure information is available and transparent which enables customers to hold Vela to account
4. To ensure non-involved customers have the opportunity to have their views heard during the customer scrutiny of services and the wider views of customers are brought to the attention of Vela at the highest level, including improvements in performance and positive changes to services
5. To work with other customer involvement groups across Vela, engaging with them for their views, gathering their ideas for scrutiny and inviting them to take part and support our projects
6. To commission other customer groups including the Vela Improvement People (VIPs) to undertake part of the agreed service scrutiny
7. To support Vela to take corrective action where performance or standards are not being met
8. To investigate and suggest value for money for services provided
9. To seek continuous improvement in all areas of Vela’s work
10. Using the principles of co-regulation the Panel will work in partnership with the Customer Involvement Team (CIT), other Vela staff and the landlord Boards, at all stages of the scrutiny process, but will ensure that the panel remain independently minded in their views of the services provided
11. To scrutinise approximately 3 services per year, (after receiving appropriate learning, training and support) and make recommendations by a formal reporting mechanism to senior managers, the landlord Boards and involved customers at the Customer Panel (CP) and Tenant Consultative Panel (TCP). Non-involved customers will be made aware of these reports through websites, newsletters and Annual Reports
12. To evaluate our work through individual appraisal and collective group appraisal annually conducted by the CIT and to address training needs, to improve the effectiveness of the Panel

**2. Membership of the Panel**

1. The panel will consist of up to 12 customer members who will meet the requirements in the Role Profile which describes the duties and expectations of Panel members. Up to 25% of members of the Panel may be non-tenants that are actively engaged customers within the involvement frameworks or who can bring specific skills needed for effective customer scrutiny
2. Panel Members will serve no more than 3 years without re-application
3. Panel members will have an individual assessment within their first year of their membership of the Panel to identify any issues with capacity, capability and team fit. This will be conducted by the CIT
4. No members of the same household or immediate relatives in different homes will be on the Panel
5. The Panel will welcome potential co-optees who may choose to gain scrutiny skills, give their specialist knowledge, or participate as observers until they decide whether to express their interest for formal membership of the panel
6. The Panel will meet collectively at least monthly to plan scrutiny activities, exchange information, allocate tasks and review delivery, whilst scrutiny work will be carried out by sub groups of the Panel at times to be agreed, in between these times
7. At meetings of the Panel, any member is unable to be represented under proxy by a member of the Panel or any other person
8. Panel Members will look favourably on any customer interested in supporting their work and will encourage shadowing and support through existing members
9. 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 scrutiny project being undertaken
10. The Panel will consider the merits of no more than one expert co-optee to support the specific scrutiny review they are undertaken, with the agreement of Vela
11. The Panel will attend 75% of training and meetings to deliver excellence in scrutiny. Should a panel member be unable to attend due to holiday or sickness, they will inform the CIT and have a discussion which may lead to the Panel member being asked to stand down from that scrutiny project. If this is a regular occurrence, a conversation will ensue to ensure their commitment to the panel and the potential to join other involvement groups and/or activities
12. Members of the panel will not:
* Be Board members or staff working for Vela
* In serious or wilful breach of their tenancy terms and conditions, including but not exclusive to having a Notice of Seeking Possession (NOSP)
1. Panel Members will sign a Terms of Reference, Code of Conduct, Role Profile and Confidentiality Agreement

**3. Recruitment to the Panel**

1. The Panel will be recruited with support from the CIT and the Panel will include customers from Housing Hartlepool and Tristar Homes
2. Recruitment processes will be transparent, and selection will be based on objective criteria according to the role profile of the Panel members and be based on skills, ability (or willingness and commitment to learn) and behaviours
3. The Panel will always seek to have a fair representation of its diverse customer base and those who live in the homes of the landlords of the Vela Group, however the overriding recruitment will be on skills (or willingness to train to attain the necessary skills) for scrutiny
4. The landlord will support the Panel by advertising annually for new Panel members and any other in-year vacancies. Any person expressing an interest will be given information about the Panel and the expected commitment, prior to confirming their interest formally for vacancies as they occur
5. As vacancies occur mid-year, the CIT will discuss with the Panel any opportunities for mid-year recruitment
6. Any key positions on the Panel will be elected annually by secret ballot of the Panel, based on an agreed Role Description, following a request for Panel members to nominate themselves for the positions available. If more than one member volunteers for the same post, those interested will be required to make a short presentation to the Panel about how they will approach the role and how they will act in the interests of the Panel

**4. Equality and Diversity**

1. The Panel will aim to ensure they are representative of the customer profile, having regard to the strands of diversity. The Panel will encourage applications from all customers
2. In line with our empowerment standard, we will hold meetings of the Panel in places and at times that are convenient to most members and will provide documentation and supporting information in a format that best suits individual’s needs. The Panel will consider the impact of service equality in all aspects of their work
3. The Panel will work with all customers or their representatives and community leaders, to ensure the improvements recommended are fair for everyone

**5. Communication and Support**

1. Vela will provide the resources for the Panel to meet, and provide transport and expenses to enable their delivery of service scrutiny
2. Vela will provide full access to internal data, survey results and comparative benchmarking data, subject to relevant Data Protection policies. It will also provide access to staff to aid the enquiries for the service scrutiny being considered
3. The Panel will support the landlord Boards and the wider organisation. Three times a year a meeting will be held between no more than 2 representatives of the Panel, a representative of the Executive Management Team, and nominated Board Member(s) to discuss issues of mutual interest on scrutiny, the development of services and strategic and operational matters of importance for Vela
4. Working directly with the governance team, the Vela Head of Customer Involvement will facilitate the route to the Boards and Committees for the Panel
5. The CIT will support and facilitate the day to day arrangements for the delivery of the scrutiny report and recommendations by the Panel
6. The CIT will support and facilitate a communications plan with staff, Board and customers
7. The Panel will present their draft findings to appropriate Senior Managers to enable initial feedback on their report prior to concluding their findings for the Boards and Customers
8. The Senior Managers will be given the opportunity at this point in the scrutiny process to draft an action plan based on any agreed recommendations. This will accompany the scrutiny report when presented to the landlord Board or committee
9. Agreed delegates of the Panel will present their reports in detail to the appropriate landlord Boards or appropriate sub-committee for decision
10. The Committee or Board(s) may ask questions on the report and supporting action plan presented that could alter the actions the company will take, the Panel should be aware that the landlord Boards decision will be final
11. In the event of any disagreement by the Committee or landlord Board(s) of recommendations made by the Panel that would either put customers in serious detriment or make the landlord non-compliant with the Regulatory Code, the Panel may request to address the Group Board on those matters.
12. Monitoring of the outcomes of the review and supporting action plan will be undertaken by the CP and TCP. The manager responsible for the scrutinised service area will report on progress on a quarterly basis
13. The Panel will consider requests from Vela to scrutinise specific services, with their reasons, alongside other topics which they feel the involved customer groups are raising. The decision on which service to scrutinise will aim to be 2 suggestions from the Board/Vela Executive Management Team and one will be commissioned from the involved customer base through the TCP and/or CP.

(Decisions on services to be scrutinised will be informed by performance data; satisfaction data; complaints and compliments; feedback from involved tenant and experiences of the wider customer base)

1. The Panel will have both the programme for scrutiny and the results of scrutiny published in the landlords and Customer Involvement Newsletter, Annual Reports and on their websites.
2. Vela will support an annual review of training needs of the Panel members after induction. There will be a mechanism in place to capture good practice and learning arising from the work of the Panel.
3. The Panel will be provided with administration support through the Vela CIT

**6. Delivery of recommendations**

a) The landlord Boards will have the ultimate power in regard to agreeing any recommendations and the timetables for delivery of any actions to be taken as a result of the scrutiny work

1. Monitoring of the recommendations and action plan resulting from scrutiny will be undertaken by the CP and the TCP through a quarterly update from the service manager
2. The Panel will revisit the action plan formally with the relevant senior officers every 12 months and/or on completion of the action plan
3. The Board will monitor the delivery of agreed actions through the Audit and Risk Committee who will receive an annual update on progress regarding scrutiny activity and the outcomes of the action plan.

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

a) There are opportunities for dispute and conciliation during scrutiny. Discussions between Officers and the Panel will be the first step if a serious disagreement occurs. These in the first instance will be raised with the Head of Customer Involvement and on appeal to the Group Director of Operations. Time will be allowed for an amicable resolution.

b) If this is unsuccessful Vela and the Panel may consider appointing independent advice, they may:

 - agree on a mutually trusted independent expert who will come to the organisation to review and comment on the issue in dispute

 - enable the expert to mediate between both parties to improve relations and to reach a compromise

 - enable the expert to review the support provided by the Panel to and from Vela and vice versa and suggest reasonable compromises, based on their experience of working with other scrutiny groups and landlords

**8. Review of this agreement**

This agreement is subject to review in 2014, or earlier if there is an urgent need to enable the Panel or the Board(s) and staff at Vela to conduct their business

All parties will sign the revised agreement.

Signed by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Scrutiny Panel Member)

Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (On behalf of Vela)

Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_