

HUNTER VALLEY WINE AND TOURISM ALLIANCE

TERMS OF REFERENCE AND OPERATING RULES

*As adopted by Singleton Council on 17 August 2015 and Cessnock City
Council on 19 August 2015*

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1 Interpretation

1.1 Unless context determines otherwise, the following definitions apply to these Terms of Reference and Operating Rules:

1.1.1 **Council** means either Cessnock City Council or Singleton Council and **Councils** means both Cessnock City Council and Singleton Council;

1.1.2 **LG Act** means the Local Government Act 1993 (NSW);

1.1.3 **HVWTA** means the Hunter Valley Wine and Tourism Association Incorporated;

General Manager means the General Manager of a Council
1.1.4 **Member** means a Hunter Valley Wine and Tourism Alliance member appointed pursuant to clause 7 or 8;

1.1.5 **MOU** means the Memorandum of Understanding between Cessnock City Council, Singleton Council and HVWTA dated on or about xx xxxxx 2015;

1.1.6 **Alliance** means the Alliance between the Council's and the HVWTA established by the MOU.

1.1.7 **Party** means either Cessnock City Council, Singleton Council or the HVWTA, and **Parties** means Cessnock City Council, Singleton Council and the HVWTA

2 Terms of Reference and strategic alignment

2.1 The Hunter Valley Wine and Tourism Alliance through a collaborative process is aimed at achieving an effective one voice for the Wine and Tourism Industries across the Cessnock and Singleton Local Government Areas for the purpose of the promotion, advancement and development of the Hunter Valley Wine Country region, within the State of NSW and beyond.

2.2 The Alliance will have the following functions:

- (a) Acting as an advisory body to the Parties on opportunities and ways to achieve the purpose set out in Clause 4.1;
- (b) Recommending adoption and implementation of those strategies by the parties
- (c) Enabling the achievement of joint strategic priorities adopted by the Parties;
- (d) Reporting to the Parties as to the effectiveness of such strategies;
- (e) Monitoring the progress and achievement of the joint stated goals and strategies to achieve the desired outcomes.

2.3 The Parties agree to work together in good faith with respect and integrity.

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3 Establishment and dissolution

- 3.1 This Alliance Committee was established and these Operating Rules were adopted by the Councils and HVWTA through the MOU.
- 3.2 This Alliance Committee will be known as the Hunter Valley Wine and Tourism Alliance
- 3.3 These Operating Rules may be amended by resolution of the Alliance and the written approval of the Parties.
- 3.4 The Alliance is dissolved on expiry or termination of the MOU.

4 Purpose

- 4.1 The Alliance has been established to enable the Parties to work together for the promotion, advancement and development, of the Hunter Valley Wine Country region including:
- Achieving unity between stakeholders and speaking with one voice
 - Increasing visitation
 - Attracting appropriate levels of funding
 - Product and industry development
 - Advocacy/Lobbying
 - Facilitating strategic alliances for the purpose of achieving the above.

5 Limits on functions of Alliance Committee

- 5.1 The Alliance cannot make decisions on behalf of a Council or the HVWTA or commit them in any way.
- 5.2 The Alliance cannot direct any officer of the Councils or HVWTA in his or her duties.
- 5.3 The Alliance has no power or authority, whether by delegation, agency or otherwise to exercise any function, right, duty or power of a Council or HVWTA, whether under a statute or other law.
- 5.4 The Alliance shall only act as an advisory body and shall not have any power to make policy or other decisions so as to bind any of the Parties in any way.

6 Administrative functions

The Alliance will be responsible for the:

- (a) Preparation agendas for meetings of the Alliance;
- (b) Maintenance of the register of members of the Alliance
- (c) Take minutes at Alliance meetings and prepare them for dissemination;
- (d) Ensuring Alliance governance papers are available to Alliance members;

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7 Membership

The Alliance will have a membership of nine members being three (3) representing each of the Council's and three (3) members representing the HVWTA.

- 7.1 The Mayor and the General Manager of each Council is each a member of the Alliance with no substitutes permitted.
- 7.2 Each Council will appoint one further person to the Alliance who may be but does not have to be a Council officer, but who has the relevant skills, expertise and experience that will assist the Alliance in fulfilling the purpose specified in clause 4.1. The appointing Council may terminate the appointment of this member of the Alliance without reason and with immediate effect and appoint a new person.
- 7.3 The HVWTA Board will appoint two of its Board members to the Alliance.
- 7.4 HVWTA will appoint one further person from the Hunter Valley Wine and Tourism Industries to the Alliance who may be but does not have to be a HVWTA member, but who has the relevant skills, expertise and experience which is likely to assist the Alliance in fulfilling the purpose specified in clause 4.1. HVWTA may terminate the appointment of this member of the Alliance without reason and with immediate effect and appoint a new person.
- 7.5 The appointments made by the parties will be made using the usual AGM nominating process. Should a casual vacancy occur then nominations to fill the casual vacancy will be considered by the affected party and notice provided at the next available Alliance Meeting.
- 7.5 Members appointed under clause 7.2 or 7.4 are appointed for an initial term of two years unless the Alliance is dissolved beforehand.
- 7.6 Members appointed under clause 7.2 and clause 7.4 will remain members of the Alliance Committee until the earlier of:
 - (a) The resignation of the member;
 - (b) The expiry of their membership term under clause 7.5; or
 - (c) The termination of the Alliance.
 - (c) Their appointment is otherwise terminated by the appointing Council or HVWTA.
- 7.7 If a Council Alliance member or a HVWTA Alliance member ceases to be an elected official or appointed official or resigns from the Alliance then the respective party may nominate a replacement member.
- 7.8 Alliance members will not be paid sitting fees or any other remuneration.

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- 7.9 At the expiry of their membership term, Alliance members appointed under clause 7.2 or 7.4 are entitled to nominate for re-appointment and to be re-appointed.

8 Chairperson

- 8.1 The Chairperson of the Alliance shall be appointed by mutual agreement by the 3 parties.
- 8.2 The Chairperson is not an Alliance member.

9 Meetings

- 9.1 Meetings must be held at least quarterly, as determined by the Alliance. The Chairperson of the Alliance, the General Manager of a Council or the Chairperson of HVWTA may call an extraordinary meeting of the Alliance with no less than seven days' written notice to all members. Additional meetings may be scheduled by the Alliance by resolution.
- 9.2 Where possible meetings will be rotated between the offices of Cessnock City Council, Singleton Council and HVWTA.
- 9.3 The Chairperson will determine the agenda for meetings.
- 9.4 The Chairperson will prepare the agenda and collate any necessary business papers prior to the meeting with the assistance of the HVWTA.
- 9.5 The Chairperson will preside as Chairperson at every meeting of the Alliance, unless due to unavailability they have delegated the role in advance to another Alliance member. The Chairperson will determine at the commencement of the meeting if a quorum exists to conduct the meeting in accordance with clause 9.12.
- 9.6 If the Chairperson is not present within 15 minutes after the time appointed for the meeting, the members may choose one of their numbers to be Acting Chairperson for the purpose of the meeting, until such time as the Chairperson may arrive.
- 9.7 The order of business for meetings will be as follows:
- 9.7.1 Open meeting.
 - 9.7.2 Account of those present or in attendance.
 - 9.7.3 Apologies and leave of absence.
 - 9.7.4 Adoption of previous minutes.
 - 9.7.5 Declaration of pecuniary and non-pecuniary interests relating to the business of the meeting.
 - 9.7.6 Business arising from previous meeting.

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- 9.7.7 Items submitted by a Council.
- 9.7.8 Items submitted by HVWTA.
- 9.7.9 Items submitted by Alliance members.
- 9.7.10 General Business.
- 9.7.11 Actions arising from meeting.
- 9.7.12 Confirmation of details of next meeting.
- 9.7.13 Close meeting.
- 9.8 Any member may seek to place an item on a meeting agenda by providing to the Chairperson through the HVWTA in writing, giving no less than seven days' notice prior to the day of the meeting:
 - 9.8.1 Details of the item;
 - 9.8.2 Any relevant business papers in relation to the item; and
 - 9.8.3 Any requests that a non-member address the meeting in relation to the item.
- 9.9 The Chairperson may reject any agenda item submitted by a member if, in the opinion of the Chairperson, the agenda item:
 - 9.9.1 is not within the functions of the Alliance;
 - 9.9.2 has an unlawful purpose;
 - 9.9.3 is vexatious; or
 - 9.9.4 Is substantially the same as a matter considered by the Alliance in the previous two meetings, or twice within the previous year, unless significant new material is provided, except in the event of properly recurring matters.
- 9.10 If any proposed agenda item is rejected by the Chairperson, the Chairperson will inform all members of such rejection and the reasons for it, in writing and within 48 hours of such rejection.
- 9.11 The Chairperson will provide notice of meetings through the HVWTA (including the agenda and business papers) to members, giving no less than five days' notice prior to the day of the meeting. The notice, agenda and business papers may be transmitted to members electronically.
- 9.12 A quorum is required for a meeting to be convened. A quorum is constituted by no less than 5 members, with at least one member of each party in attendance.

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- 9.13 Any non-member may be invited to attend a meeting and speak at that meeting by:
- 9.13.1 The Alliance by resolution;
 - 9.13.2 A General Manager of a Council;
 - 9.13.3 The Chairperson of HVWTA; or
 - 9.13.4 The Chairperson.
- 9.14 Unless otherwise resolved by the Alliance, all meetings of the Alliance will be closed to the general public.
- 9.15 The Chairperson will be responsible for keeping order at the meeting, including determining the order of speakers, accepting motions from members and where necessary placing reasonable restrictions on speakers, including as to their number and the time given to them to speak.

10 Motions and resolutions

- 10.1 Motions put to the Alliance must be consistent with these Operating Rules. The Chairperson may reject any motion that he/she considers inconsistent with these Operating Rules or the MOU
- 10.2 Motions shall be moved and seconded before they are debated by the Alliance. Any Member may move or second a motion or amendment. Any motion or amendment that is not seconded will lapse.
- 10.3 The Chairperson shall have a right to speak to any motion.
- 10.4 A motion shall be put to the meeting. For a motion to be passed all three Parties of the Alliance must be in agreement. Each party will determine its own method of agreeing to a motion. The Chairperson is not entitled to a vote.
- 10.6 If a motion is adopted by the Alliance it shall constitute a resolution of the Alliance.
- 10.7 The Alliance may resolve to recommend certain actions to be considered by any of the three Parties.

11 Minutes

- 11.1 Minutes of all Alliance meetings will be recorded. The minute taking role, as far as practicable, will be carried out by the HVWTA.
- 11.2 As soon as practicable following the meeting to which they relate, draft minutes will be made available to Alliance members.
- 11.3 As soon as practicable following the adoption of minutes, the adopted minutes will be made available to Alliance members.

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- 11.4 A seven day period will be provided for confirmation of the minutes, after which time they will be taken as adopted. If no recommended changes are received the Chairperson will authorise the minutes.

12 Confidentiality

- 12.1 Items of Alliance business are not confidential unless identified by the Alliance by way of a procedural motion.
- 12.2 If a member discloses any confidential Alliance information to a person other than to an Alliance member without the authority of the Alliance, that member shall have committed a serious act of disorder.

13 Working Groups

The Alliance may, by resolution establish working groups to progress a matter agreed upon by all members of the Alliance, and the membership, terms of reference and operating rules for such working groups. These working groups will not duplicate the functions of any sub-committees of the HVWTA or the Councils.

14 Reporting

- 14.1 The Alliance must provide minutes of all meetings, including confidential items, to the Councils and to HVWTA following adoption of the minutes.
- 14.2 The Alliance must provide any additional reporting to the Councils and HVWTA which may be reasonably requested.

15 Conduct

- 15.1 All Alliance members are subject to an adopted Code of Conduct
- 15.2 All nominee Alliance members shall sign an Alliance Member Undertaking (annexed to these Operating Rules) and abide by its terms. If a nominee Alliance member refuses to sign an Alliance Member Undertaking, they shall not be considered for membership of the Alliance.
- 15.3 The Alliance may review the membership of an Alliance member due to the member's non-attendance at three consecutive meetings of the Alliance without prior notification of their non-attendance.
- 15.4 Alliance Members:
- 15.4.1 Must act honestly, and with a reasonable degree of care and diligence, in the exercise of their powers and in the discharge of their duties.
 - 15.4.2 Should take into account the wishes of members in the exercise of their powers and the discharge of their duties, but when deliberating on issues at Alliance Meetings, have a responsibility to represent the interests of all parties as a whole.

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- 15.4.3 Should not allow conflicting interests and/or personal advantage influence their decision making in performing their duties on the Alliance.
- 15.4.4 Must ensure any public opposition or rejection of Alliance decisions is qualified as an individual opinion or on behalf of another organisation.
- 15.4.5 Must not use any information acquired by virtue of his/her position improperly.
- 15.4.6 Alliance Members must “Declare an Interest” if matters discussed at any Alliance meeting may result in a “Conflict of Interest”.

16 Public Comment

- 16.1 The Chairperson is the official spokesperson on Alliance business.
- 16.2 The Alliance, through its official spokesperson, may discuss matters of interest with the media and general public unless disclosure of certain information contravenes the Alliance’s obligations of confidentiality, a Council’s Code of Conduct, privacy or duty of care, or could infringe any laws or regulations. The official spokesperson may only speak on matters that have been agreed to by all three Parties.
- 16.3 Alliance members are entitled to enter into debate in their private capacity provided they clearly state that their comments are their personal opinion and that they do not represent the Council, HVWTA or the Alliance.
- 16.4 If an Alliance member not being the official spokesperson represents or implies that he or she is speaking on behalf of the Alliance, that Alliance member may have committed an act of disorder to which clauses 7.2 and 7.4 applies.
- 16.5 The delegated spokesperson of each party may make public comment in their official capacity on matters that relate to their individual organisations.

17 Review

The operation of the Alliance and the Terms Of reference and Operating Rules may be reviewed and altered or amended by the Councils and HVWTA from time to time and will be reviewed after an initial term of one year and again every two years thereafter .

Alliance Member Undertaking

I,, declare as follows:

1. I wish to become a member of the Alliance.
2. I understand the importance attached to my role as a member of the Alliance.
3. I will contribute to the Alliance for the benefit of the people of the Hunter Valley Wine Country Region.
4. I have read, understood and agree to be bound by the Terms of Reference and Operating Rules of the Alliance for the duration of my membership of the Alliance.
5. I understand that my personal information (including my name and organisation (if relevant) will be public information, will be entered into the Alliance register and may be published on Council's and HVWTA's website.

.....
Signature

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Date

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Chairperson Signature

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Date