

**Appendix 1**  
**Free Time Consortium Board**  
**Memorandum of Agreement**

**1 Introduction**

- 1.1 The Free Time Consortium is a growing collective of local and specialist organisations, each of us committed to increasing the freedom to play for children and young people. Membership is open to voluntary organisations, charities, not-for-profit organisations, social enterprises and organisations registered as a community interest company<sup>1</sup>. We operate under the brand name Free Time Consortium (FTC).
- 1.2 The purpose of the Free Time Consortium is to increase the sustainability of play provision for children and young people both in staffed settings and around their neighbourhoods. This includes:
- Capacity building;
  - Promoting good practice;
  - Sharing resources;
  - Joint fundraising.
- 1.3 Our vision is for all children and young people in England to have the time, space and opportunity to play throughout their daily lives.
- 1.4 The current list of Free Time Consortium members is available from:  
<http://www.playengland.org.uk/freetimeconsortium>
- 1.5 For the purpose of this agreement, this collection of organisations shall hereafter be known as the Free Time Consortium (FTC).

**2 Scope of this Memorandum of Agreement**

- 2.1 This Memorandum of Agreement sets out the Terms of Reference and additional responsibilities of the FTC Board over and above the general responsibilities and benefits as set out in the Statement of Partnership.
- 2.2 The FTC Board is responsible for the overall leadership and development of the Free Time Consortium.
- 2.3 Collectively, chaired by Play England, the Board will seek to ensure the FTC fulfils its purpose and vision as set out above.

**3 Membership**

- 3.1 The FTC Board will include:
- Play England's Director as Chair;
  - Each of the Chairs of the FTC Development Groups;
  - Representatives of 3 members of the FTC; and
  - 2 observers may be co-opted, these may include independent advisors or individuals/organisations with specific skills.

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<sup>1</sup> Further information about membership and eligibility criteria is available from  
<http://www.playengland.org.uk/freetimeconsortium>

- 3.2 In addition, invitations will be extended to:
- FTC Programme Manager(s)<sup>2</sup> coordinating the delivery of FTC programmes will be invited to the board to report on progress and issues in their respective delivery projects; and
  - Play England officer to provide the secretariat for the meetings.
- 3.3 A Vice Chair will be nominated from the group's membership.
- 3.4 The Chairs of the Development Groups will rotate every 2 years. However, this will be staggered to offer some consistency to the management board.
- 3.5 The new members of the management board will be incorporated at an annual meeting of the chairs of the governing body (or their representative) of full members of the FTC.
- 3.6 The FTC Board will agree how representation is staggered from 2013.
- 3.7 The new FTC Board will come into existence from June 2012 with the first meeting in July 2012.

#### 4 MEETINGS

- 4.1 The FTC board will meet quarterly, generally at Play England premises although venue may be rotated.
- 4.2 Extra ordinary meetings may be requested by individual board members where 3 or more agree that an additional meeting needs to be convened. The case for additional meetings should be presented to the Chair with the signatures of the 3 requesting members. The Chair will call the meeting within 3 weeks of receipt of the request circulating the case for the meeting.
- 4.3 Where members fail to attend 2 consecutive meetings without sufficient good reason, the board may request that the chair request that they stand down and an alternative will be sourced from the development group the member represented.

#### 5 RESPONSIBILITIES

- 5.1 The FTC board will review the quarterly progress of all projects within the consortium and oversee the budget management of the projects and programmes.
- 5.2 The FTC board will sign off the annual budgets and delivery plans for the Free Time Consortium projects and programmes.
- 5.3 The FTC board is responsible for the production of sustainability plans for the consortium. Individual members will be invited to contribute to the plans through the Development Groups, individual meetings and other events. Agreed plans will be disseminated on a bi-annual basis.
- 5.4 Task and finish groups may be created to deal with specific issues as defined by the FTC board.

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<sup>2</sup> As of June 2012 there is only one, but in future the managers of further FTC programmes will be invited to join

## 6 DISPUTES

- 6.1 Any disputes in the FTC board activities or membership should be put initially in writing to the Chair.
- 6.2 The Chair will convene a conversation with at least one other board member **NOT** involved in the dispute and at least one independent representative. This group will present a resolution to the dispute which is proposed to the initiator.
- 6.3 Where there is not common agreement, the chairperson will make the final decision.
- 6.4 Where the dispute involves the Chair or Play England the Vice-Chair will act as the Chair person.
- 6.5 If the dispute is still not resolved both parties, supported by the Chair or Vice Chair, will endeavour amicably to settle the dispute through non-binding confidential mediation. Mediation shall take place in England with a Mediator appointed by both parties for Dispute Resolution and the costs of any such mediation process shall be shared equally between the parties.
- 6.6 Unless the parties agree otherwise, no litigation in respect of any dispute shall proceed unless and until the parties have used the mediation process set out above.