



North Ayrshire
Community Planning Partnership

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NORTH AYRSHIRE LOCALITY PARTNERSHIPS

STANDING ORDERS FOR MEETINGS

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1. General

These Standing Orders set out the procedures to be followed at meetings of Locality Partnerships in North Ayrshire. As far as applicable, these shall also be the standing orders for any Working Groups. The term 'Chair' shall include the Chair of any Working Group.

- 1.2** In these Standing Orders "Locality" shall mean one of the six areas of North Ayrshire designated by North Ayrshire Community Planning Partnership under section 9 of the Community Empowerment (Scotland) Act 2015
- 1.3** Any statutory provision, regulation or direction issued by the Scottish Ministers shall have precedence if they are in conflict with these Standing Orders.
- 1.4** As more specifically detailed in 8, it is expected that all decisions of the Locality Partnership, will be made by consensus and members will endeavour to reach agreement wherever possible.

2. Membership

2.1 Membership of the Locality Partnerships shall comprise:-

- All Elected Members of North Ayrshire Council who represent the Locality. In the event that an Elected Member represents more than one Locality it shall be open to the Elected Member to serve on one or all Locality Partnerships they represent. If an Elected Member does not wish to serve on a Locality Partnership, then confirmation of this shall be given to the Head of Democratic Services, North Ayrshire Council. Thereafter such Elected Member shall not be a member of the Partnership and have no voting rights, until the Elected Member gives notice to the Head of Democratic Services, North Ayrshire Council that he or she wishes to be a member of the Partnership, which will take effect from the next meeting of the Locality Partnership;
- A Senior Lead Officer appointed by North Ayrshire Community Planning Partnership, who will act as chief advisor to the Locality Partnership;
- An Officer representative/adviser from each of the following Community Planning Partnership organisations, namely:
 - North Ayrshire Council
 - North Ayrshire Health and Social Care Partnership
 - Police Scotland
 - Scottish Fire and Rescue
 - Third Sector Interface.
- An Officer representative/adviser from each of the following Community Planning Partnership organisations, expected to attend where relevant to their work or Expertise:
 - Scottish Enterprise
 - Skills Development Scotland
 - Strathclyde Partnership for Transport

- Job Centre Plus
 - Scottish Government
 - Irvine Bay Regeneration Company
 - Ayrshire College
 - KA Leisure.
- The Chair of each Community Council within the Locality, which failing, such community councillor as shall be nominated by the relevant Community Council;
 - Where there is no Community Council serving a community council area, an individual from a properly constituted community organisation selected in a fair, open and accountable manner as determined by the Locality Partnership. In the event that a Community Council is subsequently formed for this area, this Member shall be replaced by the Chair of the new Community Council.
 - Such further Members of the community as will ensure that the overall number of community representatives (including Community Council and other community representatives appointed in terms of the previous two paragraphs) is the same as the number of Elected Members of North Ayrshire Council serving on the Locality Partnership. These community representatives will be appointed by the Locality Partnership. Prior to such appointment there will be a public process to invite expressions of interest in such membership. For the initial appointment of such community representatives, expressions of interest shall be invited at a Locality community event.

2.2 Co-opted Membership

Locality Partnerships may co-opt as additional members, further representation, including representatives of an agency or organisation not already serving on the Locality Partnership. Any such representative shall have knowledge or expertise in the distinct areas of the Locality Partnership's work (Participation by Experience). Co-opted members will have such membership rights as the Locality Partnership may determine. In particular, the Locality Partnership may determine their voting rights and the period of time or defined piece of work for which such Co-opted members are appointed. The period of appointment of such co-opted members shall not exceed the normal period of office of community council members. Only Co-opted members who have full voting rights shall be counted as part of any quorum for meetings.

2.3 Period of Membership

The term of office of Elected Members and all Community members of the Locality Partnership shall be until the day of the next ordinary Elections for Local Government Councillors or Community Council in Scotland, as appropriate.

2.4 Where a Member resigns or otherwise ceases to hold office, the person appointed in his/her place shall be appointed for the unexpired term of the Member they replace.

2.5 On expiry of a Member's term of appointment the Member shall be eligible for re-appointment provided that he/she remains eligible and is not otherwise disqualified from appointment.

- 2.6** A Member appointed under paragraph 2.1 ceases to be a member of the Locality Partnership if they cease to be either a member or employee of the body which nominated them.
- 2.7** A Member of the Locality Partnership may resign his/her membership at any time during their term of office by giving notice to the Locality Partnership in writing. The resignation shall take effect from the date notified in the notice or on the date of receipt if no date is notified. The Locality Partnership must inform the body that made the nomination.
- 2.8** If a Member has not attended three consecutive Ordinary meetings of the Locality Partnership or has not attended any meetings for a period of six months, whichever is the longer, and their absence was not due to illness or some other reasonable cause as determined by the Locality Partnership, the Locality Partnership may, by giving one month's notice in writing to that Member, remove that person from office.
- 2.9** A constituent authority may remove a member which it nominated by providing one month's notice in writing to the member and the Locality Partnership.
- 2.10** Named Deputies for Members may be appointed by the constituent authority which nominated the Member, or the Members as appropriate. The appointment of such Deputies will be subject to the same rules and procedures for Members. Deputies shall receive papers for Meetings of the Locality Partnership but shall be entitled to attend or vote at a Meeting only in the absence of the principal Member they represent. If the Chairperson or Vice Chairperson is unable to attend a meeting of the Locality Partnership, any Depute Member attending the meeting may not preside over that meeting. Deputies can be nominated in their own right to serve on any Sub Committee.
- 2.11** The acts, meetings or proceedings of the Locality Partnership shall not be invalidated by any defect in the appointment of any Member.

3. Chair and Vice Chair

- 3.1** The Chair will be a Councillor of North Ayrshire Council who represents the Locality, appointed by North Ayrshire Council. Each Locality Partnership will appoint its own Vice-Chair.
- 3.2** The term of office of the Chair and Vice-Chair shall be the period of their membership of the Locality Partnership in terms of 2.3, or, in the case of a person appointed to fill a casual vacancy, the remainder of that term.
- 3.3** A person holding the office of Chair or Vice-Chair shall be eligible for re-election.
- 3.4** On a vacancy arising in the offices of Chair or Vice-Chair, an election to fill the vacancy shall be held as soon as practicable at a meeting of North Ayrshire Council or the Locality Partnership respectively. The notice for the meeting shall specify the filling of the vacancy as an item of business.

- 3.5** At every meeting of the Locality Partnership the Chair, if present, shall preside. If the Chair is absent from any meeting the Vice-Chair, if present, shall preside. If both the Chair and the Vice-Chair are absent, a Chair shall be appointed from within the members present for that meeting. Any Depute Member attending the meeting in terms of 2.11 may not preside over that meeting.
- 3.6** Respect will at all times be paid to the authority of the Chair or Vice-Chair, or such other Member presiding, when chairing any meeting of the Locality Partnership. When the Chair speaks, he/she shall be heard without interruption. Members shall address the Chair while speaking.
- 3.7.** It shall be the duty of the Chair to:
- Preserve order and ensure fairness in debate, and determine the order in which speakers can be heard;
 - Decide on matters of relevancy, competency and order, and whether to have a recess during the Meeting, having taken into account any advice offered by the Senior Lead Officer or other relevant officer in attendance at the Meeting;
 - Ensure that Standing Orders are observed;
 - Determine any questions of procedure for which no express provision has been made in these Standing Orders;
 - Maintain order and at his/her discretion, order the exclusion of any member of the public who is deemed to have caused disorder or misbehaved;
 - Adjourn a meeting in the event of disorder arising to a time, which the Chair may then or afterwards, fix (the quitting of the Chair shall be the signal that the meeting is adjourned). In the event the Chair quits without disorder having arisen, the meeting shall not be adjourned and the Depute Chair or in his/her absence another member of the Locality Partnership chosen by those Members present shall assume the Chair;
- 3.8** The decision of the Chair on all matters within his/her powers shall be final and shall not be open to question or discussion.
- 3.9** The Vice-Chair may act in all respects as the Chair of the Locality Partnership if the Chair is absent or otherwise unable to perform his/her duties.

4. Meetings

- 4.1** There shall be at least four ordinary meetings of the Locality Partnership each year. The first meeting of the Locality Partnership will be convened at a time and place to be determined by the Chair. Thereafter the Locality Partnership shall meet at such place and such frequency as may be agreed by the Locality Partnership.
- 4.2** The Chair may convene Special Meetings if it appears to him/her that there are items of urgent business to be considered. Such Meetings will be held at a time, date and venue as determined by the Chair. If the Office of Chair is

vacant, or if the Chair is unable to act for any reason the Vice-Chair may at any time call such a meeting.

- 4.3** Adequate provision will be made to allow for members to attend a meeting of the Locality Partnership or a Working Group of the Locality Partnership, either by being present together with other members in a specified place, or in any other way which enables members to participate despite not being present with other members in a specified place.

5. Notice of Meeting

- 5.1** Before every meeting of the Locality Partnership, or Working Group, a notice of the meeting, specifying the time, place and business to be transacted at it and signed by the Chair, or by a Member authorised by the Chair to sign on that person's behalf, shall be issued by electronic means to all Members no later than five days (including Saturday and Sunday) prior to the start of the meeting. Such notice will remain valid until rescinded in writing. Lack of service of the notice on any member shall not affect the validity of anything done at a meeting.
- 5.2** At all Ordinary or Special Meetings of the Locality Partnership, no business other than that on the agenda shall be discussed or adopted except where by reason of special circumstances, which shall be specified in the minutes, the Chair is of the opinion that the item should be considered at the meeting as a matter of urgency.

6. Quorum

- 6.1** No business shall be transacted at a meeting of the Locality Partnership Board unless there are present, and entitled to vote, at least one quarter of the members of the Locality Partnership.
- 6.2** If within ten minutes after the time appointed for the commencement of a meeting of the Locality Partnership, a quorum is not present, the meeting will stand adjourned to such date and time as may be fixed and the minute of the meeting will disclose the fact.

7 Powers and Business

- 7.1** In common with North Ayrshire Community Planning Partnership, the Locality Partnership will normally make recommendations, which will be referred for consideration to the body responsible for exercising the function which is the subject of the recommendation. Alternatively an officer of the bodies attending the Locality Partnership may have authority delegated by their parent organisation to implement the recommendation without further decision by their parent organisation. It is expected that this will normally be the case in relation to Locality Partnership grant determinations made within the scope of the relevant grant scheme.

- 7.2 The business of the Locality Partnership is to develop, review and implement the priorities of the Locality Plan for its area, and as part of this to undertake the functions detailed in Appendix A. Community Planning Partners or other organisations may in due course, delegate further specific powers to Locality Partnerships.
- 7.3 There will be a standing item in relation to reports from the locality Youth Forum on each Locality Partnership agenda. Representatives from the relevant Youth Forum will attend the Locality Partnership meeting to speak to the report. Equally, there will also be standing item in relation to reports from Locality Partnerships on the locality Youth Forum agenda, with Locality Partnership representation to provide an update on Partnership activity.
- 7.4 Each Locality shall have a separate Health and Social Care Locality Forum as a specialist group within each Locality. Its function is to prepare a Locality Plan for health and social care integration functions in each locality, and forms part of the Integration Joint Board's (IJB) Strategic Plan. This IJB Locality Plan will form the health and social care component of the relevant Locality Partnership Plan. Any issues exclusively relating to health and social care will generally be remitted by the Locality Partnership to the Health and Social Care Locality Forum for consideration. In turn, the Health and Social Care Locality Forum may also remit wider issues to the Locality Partnership for discussion. There will also be a standing item on the Locality Partnership agenda on the progress of the Health and Social Care Locality Plans. Any wider issues which involve health and social care, or health and social care issues which are not addressed in the HSCP Locality Plan will be actioned through the Locality Partnership Plan. In a similar way, it is expected that the priorities of the Locality Plans will be reflected in the strategic and local plans of CPP partners.

8. Procedure for Dealing with Items of Business

- 8.1 Every effort shall be made by the Chair and Members to ensure that as many decisions as possible are made by consensus.
- 8.2 Report authors will speak to the terms of any report drafted by them which is on the agenda for a meeting. Thereafter it will be open to any Member to ask a question or questions concerning the item of business under consideration. Such questions must be relevant to the item of business under consideration and may be directed to any Member or officer seeking clarification of the terms of a report
- 8.3 When the Chair is satisfied that there are no more questions to be raised he or she will invite the Locality Partnership to discuss the item of business. Such discussion must be relevant to the item of business and should attempt to achieve a decision by consensus. As part of the Chair's role to manage the meeting, the Chair shall attempt to ensure that Members who wish to speak have a fair opportunity to do so. The Chair shall have power to determine when Members can speak, and will determine the number of occasions and length of time that a Member is able to speak.

8.4 When the Chair is satisfied that a decision can be made by consensus he or she will clarify the terms of that decision with the Locality Partnership.

9. Procedure where there is no Unanimous Decision

9.1 If the Chair is satisfied that a decision cannot be made by consensus, he or she will invite those of differing views to state the decision they wish the Locality Partnership to make. The first such statement will be known as the motion. Any member may seek an amendment to the motion. Any motion and amendment must relate to the item of business under discussion. No motion or amendment will be accepted unless it is seconded. It will be open to any Member to ask a question or questions to the mover of any motion or amendment seeking clarity of their motion or amendment.

9.2 In the event that discussion on any item has exceeded 30 minutes it will be open to any Voting Member to propose a motion. If this is not seconded the motion will fall and discussion shall continue, subject to 15.1. If it is seconded, the Chair will ascertain if there are any amendments, which also require to be seconded.

9.3 Non-voting members can propose or second a motion or amendment and speak to its terms, but cannot vote on it

9.4 Debate - When the Chair is satisfied that there are no more amendments to be raised he or she will state that Locality Partnership is in debate.

9.5 Subject to the right of the mover of a motion, and the mover of an amendment, to reply, no Member will speak more than once on the same question at any meeting of the Locality Partnership except:-

- On a question of Order;
- With the permission of the Chair; or
- In explanation or to clear up a misunderstanding in some material part of his/her speech.

9.6 The mover of an amendment and thereafter the mover of the motion will have the right of reply for a period of not more than 3 minutes. He/she will introduce no new matter and once a reply is commenced, no other Member will speak on the subject of debate. Thereafter the discussion will be held closed and the Chair will call for the vote to be taken.

10. Voting

10.1 Where a decision cannot be made by consensus in terms of standing order 8, then only Elected Members and Community members shall be entitled to vote, except in relation to the awarding of grants, where only the Member or Members representing the body whose function is to be exercised (e.g. the Council) shall be entitled to vote.

10.2 Any decision requiring a vote will be determined by a majority of votes of the Members present and who are entitled to vote on the question. Voting shall be by a show of hands. In the case of an equality of votes the Chair shall have a second or casting vote.

11. Code of Conduct and Conflicts of Interest

11.1 Members of the Locality Partnership shall subscribe to and comply with the Standards in Public Life - Code of Conduct for Members of Devolved Public Bodies which is deemed to be incorporated into these Standing Orders. All members who are not already bound by the terms of the Code shall be obliged before taking up membership, to agree in writing to be bound by the terms of the Code of Conduct for Members of Devolved Public Bodies.

11.2 If any Member has a financial or non-financial interest as defined in the Code of Conduct of Members of Devolved Public Bodies and is present at any meeting at which the matter is to be considered, he/she must as soon as practical, after the meeting starts, disclose that he/she has an interest and the nature of that interest and if he/she is precluded from taking part in consideration of that matter.

11.3 If a Member or any associate of theirs has any pecuniary or any other interest direct or indirect, in any contract or proposed contract or other matter and that Member is present at a meeting of the Locality Partnership, that Member shall disclose the fact and the nature of the relevant interest and shall not be entitled to vote on any question with respect to it. A Member shall not be treated as having any interest in any contract or matter if it cannot reasonably be regarded as likely to significantly affect or influence the voting by that Member on any question with respect to that contract or matter.

11.4 Where an interest is disclosed, the other members present at the meeting in question must decide whether the member declaring the interest is to be prohibited from taking part in discussion of or voting on the item of business.

12. Adjournment of Meetings

12.1 A meeting of the Locality Partnership may be adjourned to another date, time or place by a motion, which shall be moved and seconded and put to the meeting without discussion. If such a motion is carried by a simple majority of those present and entitled to vote, the meeting shall be adjourned to the day, time and place specified in the motion.

13. Disclosure of Information

13.1 No Member or Officer shall disclose to any person any information which falls into the following categories:-

- Confidential information within the meaning of Section 50(a)(2) of the Local Government (Scotland) Act 1973.

- The full or any part of any document marked “not for publication by virtue of the appropriate paragraph of Part 1 of Schedule 7A of the Local Government (Scotland) Act 1973 (which schedule is attached as Appendix B) , unless and until the document has been made available to the public or press under section 50B of the said 1973 Act.
- Any information regarding proceedings of the Locality Partnership from which the public have been excluded unless or until disclosure has been authorised by the Locality Partnership or the information has been made available to the press or to the public under the terms of the relevant legislation.

13.2 Without prejudice to the foregoing no Member shall use or disclose to any person any confidential and/or exempt information coming to his/her knowledge by virtue of his/her office as a Member where such disclosure would be to the advantage of the Member or of anyone known to him/her or which would be to the disadvantage of the Locality Partnership.

14. Recording of Proceedings

Any request to photograph, tape, film, video tape, digital or otherwise record the proceedings of any Meeting shall be notified in advance to the Locality Partnership, to enable the Partnership to determine whether to agree to the request.

15. Admission of Press and Public

15.1 Subject to the extent of the accommodation available and except in relation to items certified as exempt, meetings of the Locality Partnership shall be conducted in public. Representation will be made through Locality Partnerships’ elected or community representatives. Participation of the public will only be at the discretion of the Chair. Public notice of the time and place of each meeting of the Locality Partnership shall be given by publishing such notice on the website of the Locality Partnership, which failing, North Ayrshire Council, not less than five days before the date of each meeting.

15.2 The Locality Partnership may by resolution at any meeting exclude the press and public during consideration of an item of business where it is likely in view of the nature of the business to be transacted or of the nature of the proceedings, that if members of the press and public were present there would be a disclosure to them of exempt information as defined in Schedule 7(A) of the Local Government (Scotland) Act 1973 Act, or it is likely that confidential information would be disclosed in breach of an obligation of confidence. The categories of exemption, which may apply under Schedule 7(A) of the 1973 Act, are set out in Appendix B

15.3 Every meeting of the Locality Partnership shall be open to the public but these

provisions shall be without prejudice to the Locality Partnership powers of exclusion in order to suppress or prevent disorderly conduct or other misbehaviour at a meeting. The Locality Partnership may exclude or eject from a meeting a member or members of the press and public whose presence or conduct is impeding the work or proceedings of the meeting.

16. Alteration, Deletion and Rescission of Decisions of the Locality Partnership

Except insofar as required by reason of illegality, no motion to alter, delete or rescind a decision of the Locality Partnership will be competent within six months from the decision, unless a decision is made prior to consideration of the matter to suspend this Standing Order in terms of Standing Order 17.

17. Suspension, Deletion or Amendment of Standing Orders

Any one or more of the Standing Orders in the case of emergency as determined by the Chair upon motion may be temporarily suspended, amended or deleted at any Meeting so far as regards any business at such meeting provided that two thirds of the Members of the Locality Partnership present and voting shall so decide. Any motion to suspend Standing Orders shall state the number or terms of the Standing Order(s) to be suspended.

18. Minutes

18.1 The names of the Members and others present at a meeting shall be recorded in the minutes of the meeting.

18.2 The minutes of the proceedings, including any decision or resolution made by that meeting, shall be drawn up and submitted to the next ensuing meeting for agreement of their accuracy after which they will be signed by the person presiding at that meeting. A minute purporting to be so signed shall be received as evidence without further proof.

18.3 The minutes will also be referred to the Community Planning Partnership for noting by them. Any recommendations made by the Locality Partnership in relation to a matter where they do not have decision making powers delegated to them from the body whose function is to be exercised, will be referred to the Community Planning Partnership for ratification. If ratified, the recommendation will be submitted to the relevant body or bodies for their consideration. This is without prejudice to the powers of Community Planning Partners or officers authorised by them to agree to implement Locality Partnership recommendations prior to the Community Planning Partnership ratifying the minute. It is expected that this will normally be the case in relation to Locality Partnership grant determinations made within the scope of the relevant grant

scheme.

19. Working Groups

- 19.1** The Locality Partnership may establish any Working Group as required from time to time but each Working Group shall have a limited time span as may be determined by the Locality Partnership.
- 19.2** The Membership, Chair, remit, powers and quorum of any Working Group will be determined by the Locality Partnership.
- 19.3** Agendas for consideration at a Working Group will be issued by electronic means to all Members no later than two days (not including Saturday and Sunday) prior to the start of the meeting.

Appendix A

Functions of the Locality Partnership

The function of the Locality Partnership is to develop, review and implement the priorities of the Locality Plan for its area and as part of this to:

- Develop a Locality Plan based on agreed local priorities (evidenced from data and community workshops) which aligns with the Single Outcome Agreement and has regard to the plans of Community Planning Partners
- Monitor and review actions to progress the Locality Plan
- Engage regularly with CPP Board to review developments and share success
- Report directly to CPP Board

- Prepare an annual local outcomes improvement progress report containing an assessment of whether there has been an improvement in the achievement of the outcomes of the Locality Plan
- Promote and consider the impact of Community Planning partner strategies, and policies at Locality level.
- Receive reports from Community Planning Partners on matters affecting the Locality and respond to strategic issues in relation to service delivery at Locality level to support their alignment with the Locality Plan.
- Influence and improve delivery of services provided within the Locality to support their alignment with the Locality Plan
- Inform the work of elected members within the Locality
- Develop and implement Participatory Budgeting in relation to monies delegated to the Locality Partnership
- Promote and support activities that address local issues and grow community capacity, empowerment and volunteering
- To support local communities and organisations in aligning their work in support of the priorities of the Locality Plan
- Listen to, consult and represent local communities in the Locality
- Support the role of Community Councils in aligning their work in support of the priorities of the Locality Plan
- To name new streets within the Locality
- To administer the disbursement of any grant or other financial payment to local organisations or individuals from within the area in terms of the relevant grants schemes.
- North Coast Partnership only - to administer the disbursement of the Largs Car Park fund
- Respond to consultations on matters affecting the Locality.

Appendix B

Local Government (Scotland) Act 1973

SCHEDULE 7A: DESCRIPTIONS OF EXEMPT INFORMATION

For the purposes of these Standing Orders the word “authority” in this Appendix shall mean any of the bodies detailed in paragraph 2.1 of these Standing Orders.

1. Information relating to a particular employee, former employee or applicant to become an employee of, or a particular office holder, former office-holder or applicant to become an office-holder under, the authority.

2. Information relating to any particular occupier or former occupier of, or applicant for, accommodation provided by or at the expense of the authority.
3. Information relating to any particular applicant for, or recipient or former recipient of, any service provided by the authority.
4. Information relating to any particular applicant for, or recipient or former recipient of, any financial assistance provided by the authority.
5. Information relating to the adoption, care, fostering or education of any particular child or relating to the supervision or residence of any particular child in accordance with a supervision requirement made in respect of that child under the Social Work (Scotland) Act 1968.
6. Information relating to the financial or business affairs of any particular person (other than the authority).
7. Information relating to anything done or to be done in respect of any particular person for the purposes of any of the matters referred to in section 27(1) of the Social Work (Scotland) Act 1968 (providing reports on and supervision of certain persons).
8. The amount of any expenditure proposed to be incurred by the authority under any particular contract for the acquisition of property or the supply of goods or services.
9. Any terms proposed or to be proposed by or to the authority in the course of negotiations for a contract for the acquisition or disposal of property or the supply of goods or services.
10. The identity of the authority (as well as of any other person, by virtue of paragraph 6 above) as the person offering any particular tender for a contract for the supply of goods or services.
11. Information relating to any consultations or negotiations, or contemplated consultations or negotiations, in connection with any labour relations matter arising between the authority or a Minister of the Crown and employees of, or office-holders under, the authority.
12. Any instructions to counsel and any opinion of counsel (whether or not in connection with any proceedings) and any advice received, information obtained or action to be taken in connection with:-
 - (a) any legal proceedings by or against the authority, or (b) the determination of any matter affecting the authority,
(Whether, in either case, proceedings have been commenced or are in contemplation).

13. Information which, if disclosed to the public, would reveal that the authority proposes -
(a) to give under any enactment a notice under or by virtue of which requirements are imposed on a person; or
(b) to make an order or direction under any enactment.

14. Any action taken or to be taken in connection with the prevention, investigation or prosecution of crime.

15. The identity of a protected informant.