

Public Document Pack



Democratic Services
White Cliffs Business Park
Dover
Kent CT16 3PJ

Telephone: (01304) 821199
Fax: (01304) 872452
DX: 6312
Minicom: (01304) 820115
Website: www.dover.gov.uk
e-mail: democraticservices@dover.gov.uk

21 February 2014

Dear Councillor

NOTICE IS HEREBY GIVEN THAT a meeting of the **CABINET** will be held at these offices (Council Chamber) on Monday 3 March 2014 at 11.00 am when the following business will be transacted.

Members of the public who require further information are asked to contact Kate Batty-Smith on (01304) 872303 or by e-mail at kate.batty-smith@dover.gov.uk.

Yours sincerely

A handwritten signature in black ink, appearing to read "Kate Batty-Smith", written over a white background.

Chief Executive

Cabinet Membership:

Councillor P A Watkins	Leader of the Council
Councillor S S Chandler	Deputy Leader of the Council
Councillor N J Collor	Portfolio Holder for Access and Property Management
Councillor M D Conolly	Portfolio Holder for Corporate Resources and Performance
Councillor P G Heath	Portfolio Holder for Health, Well-Being and Public Protection
Councillor N S Kenton	Portfolio Holder for Environment, Waste and Planning
Councillor C J Smith	Portfolio Holder for Skills, Training, Tourism and Culture

AGENDA

1 APOLOGIES

To receive any apologies for absence.

2 DECLARATIONS OF INTEREST

To receive any declarations of interest from Members in respect of business to be transacted on the agenda.

Where a Member has a new or registered Disclosable Pecuniary Interest (DPI) in a matter under consideration they must disclose that they have an interest and,

unless the Monitoring Officer has agreed in advance that the DPI is a 'Sensitive Interest', explain the nature of that interest at the meeting. The Member must withdraw from the meeting at the commencement of the consideration of any matter in which they have declared a DPI and must not participate in any discussion of, or vote taken on, the matter unless they have been granted a dispensation permitting them to do so. If during the consideration of any item a Member becomes aware that they have a DPI in the matter they should declare the interest immediately and, subject to any dispensations, withdraw from the meeting.

Where a Member is declaring an Other Significant Interest (OSI) they must also disclose the interest and explain the nature of the interest at the meeting. The Member must withdraw from the meeting at the commencement of the consideration of any matter in which they have declared a OSI and must not participate in any discussion of, or vote taken on, the matter unless they have been granted a dispensation to do so or the meeting is one at which members of the public are permitted to speak for the purpose of making representations, answering questions or giving evidence relating to the matter. In the latter case, the Member may only participate on the same basis as a member of the public and cannot participate in any discussion of, or vote taken on, the matter and must withdraw from the meeting in accordance with the Council's procedure rules.

Where a Member does not have either a Disclosable Pecuniary Interest (DPI) or Other Significant Interest (OSI) but is of the opinion that for transparency reasons alone s/he should make an announcement in respect of a matter under consideration, they can make a Voluntary Announcement of Other Interests (VAOI). A Member declaring a VAOI may still remain at the meeting and vote on the matter under consideration.

Note to the Code:

Situations in which a Member may wish to make a VAOI include membership of outside bodies that have made representations on agenda items; where a Member knows a person involved, but does not have a close association with that person; or where an item would affect the well-being of a Member, relative, close associate, employer, etc. but not his/her financial position. It should be emphasised that an effect on the financial position of a Member, relative, close associate, employer, etc OR an application made by a Member, relative, close associate, employer, etc would both probably constitute either an OSI or in some cases a DPI.

3 **RECORD OF DECISIONS** (Pages 5 - 17)

The Decisions of the meeting of the Cabinet held on 3 February 2014 numbered CAB 97 to CAB 113 (inclusive) are attached.

ISSUES ARISING FROM OVERVIEW AND SCRUTINY OR OTHER COMMITTEES

To consider any issues arising from Overview and Scrutiny or other Committees not specifically detailed elsewhere on the agenda.

4 **PERFORMANCE REPORT - QUARTER 3, 2013/14**

To consider the recommendations of the Scrutiny (Policy and Performance) Committee (to follow).

5 **COUNCIL BUDGET 2014/15 AND MEDIUM TERM FINANCIAL PLAN 2014/15 - 2016/17**

To consider the recommendations of the Scrutiny (Policy and Performance) Committee (to follow).

6 **ICT - MEMBERS' REMOTE ACCESS**

To consider the recommendations of the Scrutiny (Policy and Performance) Committee (to follow).

7 **NEW TENANCY AGREEMENTS**

To consider the recommendations of the Scrutiny (Community and Regeneration) Committee (to follow).

BUDGET AND POLICY FRAMEWORK - KEY DECISIONS

8 **COUNCIL BUDGET 2014/15 AND MEDIUM TERM FINANCIAL PLAN 2014/15 - 2016/17**

To consider the report of the Director of Finance, Housing and Community (circulated separately).

Responsibility: Portfolio Holder for Corporate Resources and Performance

BUDGET AND POLICY FRAMEWORK - NON-KEY DECISIONS

9 **PLANNING APPEALS - AWARD OF COSTS** (Pages 18 - 21)

To consider the attached report of the Chief Executive.

Responsibility: Portfolio Holder for Environment, Waste and Planning

10 **PARKING AND TRAFFIC REGULATIONS OUTSIDE LONDON (PATROL) - AUTHORITY TO ENTER INTO AGREEMENT AND APPOINTMENT OF A MEMBER** (Pages 22 - 89)

To consider the attached report of the Director of Environment and Corporate Assets.

Responsibility: Portfolio Holder for Access and Property Management

EXECUTIVE - KEY DECISIONS

11 **PROCUREMENT OF A PAYROLL SERVICE AND SYSTEM** (Pages 90 - 94)

To consider the attached joint report of the Director of Shared Services and the Head of EK Human Resources.

Responsibility: Portfolio Holder for Corporate Resources and Performance

EXECUTIVE - NON-KEY DECISIONS

12 **DOVER PRIORY STATION MULTI-STOREY CAR PARK** (Pages 95 - 97)

To consider the attached report of the Chief Executive.

Responsibility: Leader of the Council

13 **SILVER SCREEN CINEMA, DOVER** (Pages 98 - 102)

To consider the attached report of the Director of Environment and Corporate Assets.

Responsibility: Leader of the Council

14 **DECISION NOTICE** (Pages 103 - 106)

<u>Reference</u>	<u>Subject</u>	<u>Date</u>
DPH07-13	Signing of the Accord De Partneriat/Partnership Agreement	21/01/14

Access to Meetings and Information

- Members of the public are welcome to attend meetings of the Council, its Committees and Sub-Committees. You may remain present throughout them except during the consideration of exempt or confidential information.
- All meetings are held at the Council Offices, Whitfield unless otherwise indicated on the front page of the agenda. There is disabled access via the Council Chamber entrance and a disabled toilet is available in the foyer. In addition, there is a PA system and hearing loop within the Council Chamber.
- Agenda papers are published five clear working days before the meeting. Alternatively, a limited supply of agendas will be available at the meeting, free of charge, and all agendas, reports and minutes can be viewed and downloaded from our website www.dover.gov.uk. Minutes are normally published within five working days of each meeting. All agenda papers and minutes are available for public inspection for a period of six years from the date of the meeting. Basic translations of specific reports and the Minutes are available on request in 12 different languages.
- If you require any further information about the contents of this agenda or your right to gain access to information held by the Council please contact Kate Batty-Smith, Democratic Support Officer, telephone: (01304) 872303 or email: kate.batty-smith@dover.gov.uk for details.

Large print copies of this agenda can be supplied on request.

Record of the decisions of the meeting of the **CABINET** held at the Sandwich Town Council Offices on Monday, 3 February 2014 at 11.00 am.

Present:

Chairman: Councillor P A Watkins

Councillors: S S Chandler
N J Collor
M D Conolly
P G Heath
N S Kenton

Also Present: Councillor M R Eddy

Officers: Chief Executive
Director of Environment and Corporate Assets
Director of Finance, Housing and Community
Director of Governance
Director of Shared Services
Head of Finance
Operation Manager South, EK Housing
Democratic Support Officer

The formal decisions of the executive are detailed in the following schedule.

Record of Decisions: Executive Functions

Decision Status	Record of decision	Alternative options considered and rejected (if any)	Reasons for Decision	Conflicts of interest (if any) declared by decision maker(s) or consultees (if any)
CAB 97 3.2.14 Open Key Decisions No Call in to apply Yes Implementation Date 11 February 2014	<u>APOLOGIES</u> It was noted that an apology for absence had been received from Councillor C J Smith who was representing the Council at the Port and Community Forum.	None.	To note any apologies received.	

Decision Status	Record of decision	Alternative options considered and rejected (if any)	Reasons for Decision	Conflicts of interest (if any) declared by decision maker(s) or consultees (if any)
CAB 98 3.2.14 Open Key Decisions No Call in to apply Yes	<u>DECLARATIONS OF INTEREST</u> Councillor P G Heath advised that he had a Disclosable Pecuniary Interest in respect of Agenda Item 12 (Urgent Beach Repair Works to Kingsdown Sea Defences) for the reason that he owned a property nearby, and withdrew from the Chamber during consideration of this item.	None.	To note any declarations of interest.	

Implementation Date 11 February 2014				
------------------------------------------------	--	--	--	--

Decision Status	Record of decision	Alternative options considered and rejected (if any)	Reasons for Decision	Conflicts of interest (if any) declared by decision maker(s) or consultees (if any)
CAB 99 3.2.14 Open Key Decisions No Call in to apply Yes Implementation Date 11 February 2014	<u>RECORD OF DECISIONS</u> It was agreed that the decisions of the meetings of the Cabinet held on 20 December 2013 and 6 January 2014, as detailed in decision numbers CAB 85 to CAB 96, be approved as correct records and signed by the Chairman.	To amend the Records of Decisions.	Cabinet is required to approve the Records of Decisions of the Cabinet meetings held on 20 December 2013 and 6 January 2014.	

Decision Status	Record of decision	Alternative options considered and rejected (if any)	Reasons for Decision	Conflicts of interest (if any) declared by decision maker(s) or consultees (if any)
CAB 100 3.2.14 Open Key Decisions No Call in to apply Yes	<u>ISSUES ARISING FROM OVERVIEW AND SCRUTINY OR OTHER COMMITTEES - REVIEW OF ON AND OFF-STREET PARKING CHARGES</u> It was agreed: (a) That the Scrutiny (Policy and Performance) Committee's endorsement of Cabinet decision CAB 95, made at its meeting held on 14 January 2014 (Minute No 442), be acknowledged.	None.	The Scrutiny (Policy and Performance) Committee, at its meeting held on 14 January 2014, endorsed Cabinet decision CAB 95 of 6 January 2014.	

Implementation Date 11 February 2014	(b) That Cabinet decision CAB 95 be reaffirmed.			
------------------------------------------------	-------------------------------------------------	--	--	--

Decision Status	Record of decision	Alternative options considered and rejected (if any)	Reasons for Decision	Conflicts of interest (if any) declared by decision maker(s) or consultees (if any)
CAB 101 3.2.14 Open Key Decisions No Call in to apply Yes Implementation Date 11 February 2014	<u>ISSUES ARISING FROM OVERVIEW AND SCRUTINY OR OTHER COMMITTEES - DOVER DISTRICT LOCAL DEVELOPMENT SCHEME</u> It was agreed: (a) That the Scrutiny (Policy and Performance) Committee's endorsement of Cabinet decision CAB 96, made at its meeting held on 14 January 2014 (Minute No 443), be acknowledged. (b) That Cabinet decision CAB 96 be reaffirmed.	None.	The Scrutiny (Policy and Performance) Committee, at its meeting held on 14 January 2014, endorsed Cabinet decision CAB 96 of 6 January 2014.	

Decision Status	Record of decision	Alternative options considered and rejected (if any)	Reasons for Decision	Conflicts of interest (if any) declared by decision maker(s) or consultees (if any)
CAB 102 3.2.14 Open Key Decisions Yes Call in to apply Yes	<u>COUNCIL BUDGET 2013/14 AND MEDIUM TERM FINANCIAL PLAN 2014/15 - 2016/17</u> It was agreed: (a) That the General Fund Revenue Budget, the Capital and Special Projects Programmes, the Housing Revenue Account budget and the content of the Medium-Term Financial Plan (MTFP) be forwarded to the Scrutiny (Policy and Performance) Committee for consideration.	None.	The Medium-Term Financial Plan (MTFP) is the Council's key planning tool and underpins the Council's financial planning strategy and corporate planning process.	

<p>Implementation Date 11 February 2014</p> <p>6</p>	<p>(b) That it be noted that the MTFP will be subject to the addition of the Council Tax Resolution, Treasury Management Strategy and other minor adjustments before being presented to Council in March.</p>		<p>The MTFP 2014/15-2016/17 incorporates the 2014/15 General Revenue Fund Budget, the Housing Revenue Account Budget and the Medium-Term Capital Programme. Cabinet approval is required for the 2014/15 budget and MTFP before final approval by Council on 5 March 2014.</p> <p>The Scrutiny (Policy and Performance) Committee is due to scrutinise the budget at its meeting to be held on 11 February 2014.</p>	
-----------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

Decision Status	Record of decision	Alternative options considered and rejected (if any)	Reasons for Decision	Conflicts of interest (if any) declared by decision maker(s) or consultees (if any)
<p>CAB 103 3.2.14 Open</p> <p>Key Decisions Yes</p> <p>Call in to apply Yes</p> <p>Implementation Date 11 February 2014</p> <p>10</p>	<p><u>REVIEW OF THE KENT DOWNS AREA OF OUTSTANDING NATURAL BEAUTY MANAGEMENT PLAN</u></p> <p>It was agreed that the Kent Downs Area of Outstanding Natural Beauty Management Plan be deferred for further clarification regarding the incorporation of Dover District Council's comments.</p>	<p>To adopt the Management Plan with effect from 12 March 2014.</p>	<p>Under the Countryside and Rights of Way Act 2000, the twelve local authorities whose areas include parts of the Kent Downs Area of Outstanding Natural Beauty (AONB) are required to produce a management plan. The current plan was adopted in 2004 and reviewed in 2009.</p>	

Decision Status	Record of decision	Alternative options considered and rejected (if any)	Reasons for Decision	Conflicts of interest (if any) declared by decision maker(s) or consultees (if any)
<p>CAB 104 3.2.14 Open</p> <p>Key Decisions Yes</p> <p>Call in to apply Yes</p>	<p><u>NEW TENANCY AGREEMENTS</u></p> <p>It was agreed:</p> <p>(a) That the granting of new tenancies in accordance with the Council's approved Tenancy Policy, on the new conditions of tenancy set out in the tenancy agreement template attached at Appendix 1 of the report, with effect from 10 March 2014, be approved.</p>	<p>None.</p>	<p>The Localism Act 2011 introduced reforms relating to social housing tenure which came into effect on 1 April 2012.</p> <p>At its meeting held on 7 October 2013</p>	

Implementation Date 11 February 2014	(b) That Notice of Variation under Section 103 of the Housing Act 1985 be served on all existing tenants, varying the terms of all existing tenancies to those new conditions of tenancy as set out in the draft tenancy agreement template at Appendix 1 of the report, with effect from 10 March 2014.		(CAB 47), Cabinet approved a draft tenancy agreement template for consultation. Cabinet is now requested to consider the outcome of the consultation and approve the new tenancy agreement template.	
------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

Decision Status	Record of decision	Alternative options considered and rejected (if any)	Reasons for Decision	Conflicts of interest (if any) declared by decision maker(s) or consultees (if any)
CAB 105 3.2.14 Open Key Decisions No Call in to apply Yes Implementation Date 11 February 2014	<u>PERFORMANCE REPORT - QUARTER 3, 2013/14</u> It was agreed that the Council's Performance Report and Actions for the 3rd Quarter 2013/14 be noted.	None.	Monitoring the Council's performance against key objectives is essential to the achievement of those aims and objectives. The Performance Report provides a summary of the Council's performance for the three-month period to December 2013.	

Decision Status	Record of decision	Alternative options considered and rejected (if any)	Reasons for Decision	Conflicts of interest (if any) declared by decision maker(s) or consultees (if any)
<p>CAB 106 3.2.14 Open</p> <p>Key Decisions No</p> <p>Call in to apply Yes</p> <p>Implementation Date 11 February 2014</p>	<p><u>FORMER WILLIAM MUGE SITE, HAROLD STREET, DOVER</u></p> <p>It was agreed:</p> <p>(a) That the redevelopment of the William Muge site by a Registered Social Landlord to provide new affordable housing be approved.</p> <p>(b) That the Director of Environment and Corporate Assets be authorised, in consultation with the Director of Finance, Housing and Community and the Portfolio Holders for Housing, Children's Services & Safeguarding, Youth & Community Safety and Access & Property Management, to agree the terms of the disposal of the site to Town and Country Housing Group.</p>	<p>To not amend the report's recommendation.</p>	<p>William Muge House, a former sheltered housing site, is being demolished and it is proposed to transfer the freehold ownership of the site to a registered social landlord in order to provide affordable housing for older people.</p>	

Decision Status	Record of decision	Alternative options considered and rejected (if any)	Reasons for Decision	Conflicts of interest (if any) declared by decision maker(s) or consultees (if any)
<p>CAB 107 3.2.14 Open</p> <p>Key Decisions No</p> <p>Call in to apply Yes</p> <p>Implementation Date 11 February 2014</p>	<p><u>BEACH HUT PROJECT</u></p> <p>It was agreed:</p> <p>(a) That the construction of approximately 20 beach huts at Walmer beach be approved.</p> <p>(b) That the release of £31,200 from capital contingency in 2014/15 to fund the project be approved.</p> <p>(c) That the Director of Environment and Corporate Assets be authorised to determine the exact number of beach huts to be provided and to make arrangements for their design, construction</p>	<p>None.</p>	<p>Using two compounds which were previously used for boat storage, it is proposed to build a number of beach huts at Walmer beach for annual rent or leasehold sale.</p>	

	and effective operation.			
--	--------------------------	--	--	--

Decision Status	Record of decision	Alternative options considered and rejected (if any)	Reasons for Decision	Conflicts of interest (if any) declared by decision maker(s) or consultees (if any)
<p>CAB 108 3.2.14 Open</p> <p>Key Decisions No</p> <p>Call in to apply Yes</p> <p>Implementation Date 11 February 2014</p>	<p><u>URGENT BEACH REPAIR WORKS TO KINGSDOWN SEA DEFENCES</u></p> <p>It was agreed:</p> <p>(a) That the project to carry out beach replenishment works to protect the sea wall, reinstate part of the promenade slab and timber groyne repair works be approved.</p> <p>(b) That the release of the following funds, which have been grant-funded by the Environment Agency and Kent County Council, be approved:</p> <p>(i) £43,600 from the Medium-Term Capital programme for Kingsdown sea wall repair and beach recycling.</p> <p>(ii) £18,700 remaining from the Environment Agency grant provided as part of the Beach Management Plan for coast protection works.</p> <p>(iii) £16,000 remaining from the Environment Agency grant provided for emergency works to Kingsdown sea wall.</p> <p>(iv) £50,000 contribution from Kent County Council.</p>	<p>None.</p>	<p>Cabinet is requested to approve urgent works to the sea defences at Kingsdown which were damaged during storms in December and January, and to release grant funding (from the Environment Agency and Kent County Council) for the same.</p>	<p>Councillor P G Heath withdrew from the Chamber during consideration of this item.</p>

Decision Status	Record of decision	Alternative options considered and rejected (if any)	Reasons for Decision	Conflicts of interest (if any) declared by decision maker(s) or consultees (if any)
<p>CAB 109 3.2.14 Open</p> <p>Key Decisions No</p> <p>Call in to apply Yes</p> <p>Implementation Date 11 February 2014</p> <p>14</p>	<p><u>INSTALLATION OF BOLLARDS AT MENZIES ROAD, DOVER</u></p> <p>It was agreed that, since it is of benefit to the Council's area, the sum of £17,500 be contributed from the Growth Point Account, under Section 274 of the Highways Act 1980, to works being undertaken by Kent County Council to replace the barrels and blocks on the footways at Menzies Road with a comprehensive system of bollards to manage parking in the locality properly.</p>	<p>None.</p>	<p>Businesses in Menzies Road have introduced a number of measures in recent years to prevent lorries parking inconsiderately on the footways/cycle-paths. These impromptu measures have created an unsightly street scene which the proposed scheme will improve upon.</p>	

Decision Status	Record of decision	Alternative options considered and rejected (if any)	Reasons for Decision	Conflicts of interest (if any) declared by decision maker(s) or consultees (if any)
<p>CAB 110 3.2.14 Open</p> <p>Key Decisions No</p> <p>Call in to apply Yes</p>	<p><u>DOVER DISTRICT NEIGHBOURHOOD FORUMS</u></p> <p>It was agreed:</p> <p>(a) That the grants awarded to community projects at the 2013/14 'You Decide' events, as set out at Appendix 2 of the report, be approved.</p> <p>(b) That the Dover District Council voting representatives on the five Dover District Neighbourhood Forums be approved as follows:</p>	<p>To not amend the report's recommendation.</p>	<p>Cabinet is requested to approve the membership of the Dover District Neighbourhood Forums for 2014/15 and to confirm the grants that should be awarded</p>	

15	Implementation Date 11 February 2014	Deal and Walmer Councillor T A Bond Councillor B W Bano Dover North Councillor K E Morris Dover Town Councillor K Mills Councillor P M Wallace Dover West Councillor P M Beresford Sandwich Area Councillor M A Russell		emanating from the 'You Decide' events. The five neighbourhood forums were established in 2006 in order to improve community engagement and enhance the involvement of local people in decision-making.	
	(c) That the delivery of Neighbourhood Forum events, including annual partner meetings and 'You Decide' events, be continued to be reviewed. (d) That authority be delegated to the Director of Finance, Housing and Community, in consultation with the Portfolio Holder for Housing, Children's Services and Safeguarding, Youth and Community Safety, to agree any changes to the format of Neighbourhood Forums, as determined by the Dover District Neighbourhood Forum representatives.				

Decision Status	Record of decision	Alternative options considered and rejected (if any)	Reasons for Decision	Conflicts of interest (if any) declared by decision maker(s) or consultees (if any)
CAB 111 3.2.14 Open Key Decisions No	<u>ICT - MEMBERS' REMOTE ACCESS</u> It was agreed: (a) That the phasing out of the production of printed agendas for Members, and the provision of Dover District Council-owned iPads for all Members, be approved.	To supply laptops instead of iPads.	The Public Sector Network (PSN) was introduced in 2013 and enables the Council to send and receive data from central government in a	

<p>Call in to apply Yes</p> <p>Implementation Date 11 February 2014</p>	<p>(b) That Members should be able to use the iPads for Council e-mails and other Council business as advised by the Director of Shared Services.</p>		<p>secure manner, particularly with regard to housing benefit claims. In order to comply with the PSN's more stringent access requirements, it is proposed to supply Members with Council-owned devices so that they can access agendas and e-mails remotely.</p>	
-----------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------	--	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

<p>10 Decision Status</p>	<p>Record of decision</p>	<p>Alternative options considered and rejected (if any)</p>	<p>Reasons for Decision</p>	<p>Conflicts of interest (if any) declared by decision maker(s) or consultees (if any)</p>
<p>CAB 112 3.2.14 Open</p> <p>Key Decisions No</p> <p>Call in to apply No</p> <p>Implementation Date Immediate</p>	<p><u>EXCLUSION OF THE PRESS AND PUBLIC</u></p> <p>That, in accordance with the provisions of the Local Authorities (Executive Arrangements) (Access to Information) (England) Regulations 2000, the press and the public be excluded from the remainder of the meeting for the following item of business on the grounds that it involves the likely disclosure of exempt information as defined in paragraph 3 of Schedule 12A of the Local Government Act 1972.</p>	<p>None.</p>		

Decision Status	Record of decision	Alternative options considered and rejected (if any)	Reasons for Decision	Conflicts of interest (if any) declared by decision maker(s) or consultees (if any)
<p>CAB 113 3.2.14 Exempt</p> <p>Key Decisions Yes</p> <p>Call in to apply Yes</p> <p>Implementation Date 11 February 2014</p> <p>→</p>	<p><u>2013-2017 CONTRACT FOR CLEANSING AND ROUTINE MAINTENANCE OF PUBLIC CONVENIENCES AND OTHER COUNCIL PROPERTIES</u></p> <p>It was agreed:</p> <p>(a) That the award of a 3-year contract to Monitor Services Ltd, for the consideration set out in the report, to provide cleansing and routine maintenance of public conveniences and other corporate properties, be approved.</p> <p>(b) That the Chairman of the Council be requested to suspend call-in to avoid a delay in commencing the contract, thus ensuring a smooth transition from the previous contract to the new one so that the public conveniences remain operational.</p>	<p>None.</p>	<p>The current contract for the cleaning and routine maintenance of the Council's public conveniences expires on 31 March 2014.</p> <p>A competitive tender for a three-year contract was issued and six bids were received.</p>	

The meeting ended at 12.00 pm

Subject:	PLANNING APPEAL – AWARD OF COSTS
Meeting and Date:	Cabinet – 3 March 2014 Council – 5 March 2014
Report of:	Nadeem Aziz – Chief Executive
Portfolio Holder:	Councillor Nick Kenton, Portfolio Holder for Environment, Waste and Planning
Decision Type:	Non-Key Decision
Classification:	Unrestricted

Purpose of the report:	To advise Members of 2 recent Planning Inspector’s decisions and the costs award made against the Council.
-------------------------------	------------------------------------------------------------------------------------------------------------

Recommendation:	1. Release £8,010 from General Fund Balances to meet the costs award for application 12/500.
	2. To release up to £28,822 from the General Fund Balances to meet the costs award for application 12/311

1. Summary

This report outlines two recent decisions by the Planning Inspector upholding appeals against the Council’s refusal to grant planning permission. These refusals were decisions of the Planning Committee against Officer recommendations. Both appellants applied for and were awarded costs against the Council and this report seeks agreement to release the final agreed sums from General Fund Balances.

2. Background Information

Application 12/500

2.1 Planning application DOV/12/00500 proposed a change of use of land for the siting of 12 holiday lodges, together with operational development and recreational space at St Margarets Holiday Park. Due to the number of third party objectors the application was referred to Planning Committee with a recommendation for approval.

2.2 Planning Committee considered the application on 25 October 2012 and decided:

“That, notwithstanding the Officer’s recommendation, Application No DOV/12/0500 be refused on the following grounds (with the precise wording delegated to Officers):

- (a) That the proposed development and change of use of land would not conserve the landscape and scenic beauty of the Area of Outstanding Natural Beauty;

- (b) That the economic benefits of the development would be limited and do not outweigh the impact on the Area of Outstanding Natural Beauty.”

2.3 The Applicants submitted an appeal against this refusal and a separate application for costs. Both were considered under ‘written representations’ rather than by a hearing. Therefore, the Inspector had to rely on written evidence and did not seek to meet Officers or members of the Planning Committee.

2.4 The Inspector visited the site on 21 February 2013 and issued his decision on 10 April 2013. His decision was that the appeal was upheld and the application for costs was allowed.

Application 12/311

2.5 Planning Application DOV/12/00311 was for a residential development of 38 dwellings and 6 flats at the former site of South Deal Primary School. This was referred to Planning Committee due to the number of third party objectors, with a recommendation to approve.

2.6 Planning Committee considered the application on 17 January 2013 and decided:

“That, notwithstanding the Officer's recommendation, Application No DOV/12/0311 be refused on the grounds of:

- (a) Its scale, density and design and its adverse impact on residential amenity and the spatial character of the area; and
- (b) That the development would be likely to result in parking problems in the vicinity of the site which would be harmful to highway safety.”

2.7 The Applicants submitted an appeal against this refusal and a separate application for costs. Both were also considered under ‘written representations’ rather than by a hearing.

2.8 The Inspector visited the site on 9 July 2013 and issued his decision on 8 August 2013. His decision was that the appeal was upheld and the application for costs was allowed.

3. The negotiations

3.1 The Planning Inspector does not set a cost amount. This is a matter to be negotiated between the applicant and the Council. The Regeneration and Development Department has been undertaking those negotiations. If no agreement is reached then the matter can be referred to the Senior Courts Cost Office who will decide whether the claim is reasonable.

12/500

3.2 The applicant had employed the services of their Agent, a national firm of property consultants, to deal with the appeal. The fee for this was £12,083.54.

3.3 The Department did not accept this amount and believed that it was excessive for this type of appeal.

- 3.4 Having obtained a detailed breakdown of costs, a number of elements were challenged.
- 3.5 Through the process of negotiation the Agent revised their request and this was reduced to £8,010 (ex Vat)
- 3.6 Although still a significant sum for this type of appeal, the applicant understood the cost when they engaged their Agent and at that point had no certainty that they would obtain costs. Seeking a detailed assessment from the Senior Courts Costs Office may have resulted in the full original sum being payable and therefore the revised sum was accepted and payment has been made.

12/311

- 3.7 The applicant employed a National Consultancy firm to submit the appeal to the Planning Inspector.
- 3.8 This is a larger scheme and the appeal submission by the applicant was comprehensive.
- 3.9 The costs claim is £28,822 and the Department believes that the costs requested by the applicant are excessive. At the time of writing this report, further details are being sought to understand a full breakdown of the costs claim.
- 3.10 Given the sum involved, the Department is considering a referral to the Senior Courts Cost office.
- 3.11 This report is not seeking Members approval to agree either cost award, but to approve the use of General Fund Balances to fund the awards from the General Fund Balance as there is not capacity to do so from the Regeneration and Development departmental budget.

4. Identification of Options

- 4.1 The Council approves the use of General Fund Balances.
- 4.2 The Council does not approve the use of General Fund Balances.

5. Evaluation of Options

- 5.1 By approving the use of General Fund Balances, this costs award does not impact on the Department's budget and the plans it has in place to resource the service effectively to meet the major regeneration projects and general upturn in planning applications as the economy improves
- 5.2 By rejecting this request, the sum will be met from the Department's budget with the resulting reduction in resources.

6. Resource Implications

- 6.1 Payment of these awards will result in a reduction in General Fund Balances of up to £36,832.

7. Corporate Implications

- 7.1 Comment from the Section 151 Officer: Finance has been consulted on this report and has no further comments to make. (HL)
- 7.2 Comment from the Solicitor to the Council: The Solicitor to the Council has been consulted in the preparation of this report and has no further comments to make.
- 7.3 Comment from the Equalities Officer: This report does not specifically highlight any equalities implications however, in discharging their responsibilities members are required to comply with the public sector equality duty as set out in section 149 of the Equality Act 2010 <http://www.legislation.gov.uk/ukpga/2010/15>

Contact Officer: Dave Robinson, Planning Delivery Manager

Subject:	PARKING AND TRAFFIC REGULATIONS OUTSIDE LONDON (PATROL) – AUTHORITY TO ENTER INTO AGREEMENT AND APPOINTMENT OF A MEMBER
Meeting and Date:	Cabinet – 3 March 2014 Council – 5 March 2014
Report of:	Roger Walton, Director of Environment and Corporate Assets
Portfolio Holder:	Councillor Nigel Collor, Portfolio Holder for Property and Access
Decision Type:	Non-Key Decision
Classification:	Unrestricted

Purpose of the report:	(1) To obtain Cabinet approval to accept changes to the existing joint committee arrangements (2) To appoint one Councillor to serve on the PATROL Adjudication Joint Committee (PATROLAJC) and one Councillor to act as a substitute member
-------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Recommendation:	(1) That Cabinet agree the changes to the existing arrangements and appoint one Councillor to serve on PATROLAJC with one Councillor to act as a substitute member (2) That Council (with the agreement of Cabinet) appoints one Councillor to serve on the PATROLAJC and one Councillor to act as a substitute member. The term of office of the appointed Councillors to be until the appointment is terminated by the Council or until the members become disqualified from acting under the terms of the joint committee arrangements, whichever shall be the earlier
------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

1. Summary

This report sets out the legal basis for the establishment of PATROLAJC and seeks approval for changes to the existing Deed together with the requirement for an elected member from each constituent authority to be appointed to the committee.

In making this recommendation, consideration has been given to equality issues and it is not anticipated that this will adversely affect any of the protected groups.

2. Introduction and Background

2.1 It is a requirement under Section 73 Road Traffic Act 1991 that an independent adjudicator is appointed to hear appeals from motorists served with Penalty Charge Notices within parking areas set up under decriminalised parking regulations.

2.2 Outside London this has been achieved by setting up what has now become the Parking And Traffic Regulations Outside London Adjudication Joint Committee

(PATROLAJC), originally based in Manchester but recently re-located to East Cheshire.

- 2.3 The primary objectives of the joint committee are:
- 1) A fair adjudication service for all appellants.
 - 2) Consistency of adjudication across the service.
 - 3) A cost effective and equitable adjudication service.
 - 4) Flexibility to deal with a wide range of Local Authorities with varying levels of demand for adjudication.
 - 5) Any other function as may be conferred on the joint committee by statute.
- 2.4 PATROLAJC has been set up under Section 101 Local Government Act 1972 which provides council's with the authority to act together to fulfil this type of function.
- 2.5 PATROLAJC was established as a joint committee by a Deed dated 12th October 2001 and a subsequent Deed dated 1st May 2008, with Dover District Council being a signatory to both. With effect from 1st April 2013, Cheshire East Council took over the role of host authority under the terms of the 2008 Deed.
- 2.6 As part of the ongoing governance review of PATROLAJC, a new deed has been prepared which will replace and supersede the 2008 Deed. PATROLAJC is being asked to approve this new deed, subject to obtaining the written consent of 75% of the participating authorities. The requirement for 75% of the participating authorities to provide their written consent is required by the 2008 Deed. Currently, 185 local authorities have accepted these changes and 230 out of the 307 participating authorities are required for the agreement to take effect.
- 2.7 The principal changes to the 2008 Deed are as follows:
- 1) To simplify and update the deed. In particular, legislative references have been updated to reflect current legislation, e.g. references to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004.
 - 2) To recognise that the new deed replaces the 2008 Deed and two indemnity agreements entered into with Cheshire East Council as interim arrangements pending agreement of the new deed. These indemnity agreements related to the lease of part of Springfield House and more generally Cheshire East Council's new role as lead authority. The deed is effective from 1 April 2013, being the date on which Cheshire East Council took over as lead authority.
 - 3) To recognise Cheshire East Council as the new lead authority with effect from 1 April 2013. The procedures for the lead authority to resign as lead authority or for the appointment of the lead authority to be terminated by PATROLAJC have been simplified to allow for 12 months notice to be given. This will allow sufficient time for a replacement lead authority to be identified or, if a replacement cannot be found, then the joint committee arrangements are terminated (as PATROLAJC cannot operate without a lead authority).
 - 4) To update the terms of appointment of the lead authority. In particular:

- (i) The terms of appointment provide for greater indemnity protection for the lead authority in respect of its role as lead authority. This greater protection was requested by Cheshire East Council as a condition to taking on the role of lead authority. As Cheshire East Council is not paid to undertake this role, it is reasonable that all participating authorities share liability and responsibility equally for any liabilities arising out of its role as lead authority.
 - (ii) The terms of appointment of the lead authority envisage a non-binding service level agreement to be entered into between PATROLAJC and the lead authority, which will set out shared aims and principles, the services to be provided by the lead authority, the functions which the lead authority may delegate to the Head of Service, the estimated costs of the services, and reporting and review arrangements. The service level agreement will be reviewed on an annual basis.
 - (iii) Leases and contracts of employment entered into by the lead authority in its role as lead authority are expressly recognised as assets of PATROLAJC.
 - (iv) The terms of appointment of the lead authority can still be varied by written agreement between PATROLAJC and the lead authority, as was the case under the 2008 Deed.
- 5) To remove references to participating authorities who may adopt executive arrangements, as the PATROLAJC arrangements will not be effected by the adoption of executive arrangements.
 - 6) To acknowledge the Memorandum of Understanding entered into between PATROLAJC and Adjudicators in November 2012 and to annex that Memorandum to the new deed.
 - 7) To refer to the Standing Orders and Financial Standing Orders and Rules and Financial Regulations adopted by PATROLAJC in June 2012 and to annex these to the new deed.
 - 8) To alter the voting requirements for variation and termination of the joint committee arrangements from requiring agreement of 75% of participating authorities to requiring agreement of a simple majority (i.e. 51%). The legal position requires a simple majority and, following a recent court decision, arrangements which require anything other than a simple majority are likely to be viewed as unlawful.
 - 9) To allow for representatives of participating authorities to continue to be representatives beyond the date of the new annual meeting of PATROLAJC until their appointment is terminated by the participating authority or they cease to be a member of the participating authority or entitled to be a representative.
 - 10) To recognise as a function of PATROLAJC the appointment, termination and acceptance of resignation of a lead authority. This was implicit in the 2008 Deed but not expressed.

2.8 Under Part 6 Traffic Management Act 2004, Dover District Council is an enforcement authority in relation to road traffic contraventions. As such, it is a Participating Authority in PATROLAJC.

2.9 Under Schedule 2 of the Deed, PATROLAJC shall comprise one representative from each of the Participating Authorities. This is a requirement. Until 13th May 2013, DDC had appointed an elected member as its representative to PATROLAJC. However, on 13th May 2013 a Cabinet decision was taken to no longer make this appointment on the grounds that PATROLAJC only met once a year and arrangements were in place for Officers to be informed of any developments relevant to DDC. It is recommended that this appointment be reinstated in order for DDC to comply with the requirements of a participating authority. If that member cannot attend, then it is permissible for a named substitute (also an elected member) to attend. PATROLAJC will meet at least once a year.

3. Identification of Options

3.1 Option 1: to confirm the recommendation that Cabinet agree the changes to the existing arrangements and appoint one Councillor to serve on PATROLAJC with one Councillor to act as a substitute member.

3.2 Option 2 is to not agree the changes and appointment of a representative.

4. Evaluation of Options

4.1 The preferred option is Option 1, as this will enable DDC to continue to meet its responsibilities as both an enforcement authority and a participating authority for the purposes of decriminalised parking regulation enforcement.

4.2 PATROLAJC is a joint committee established to exercise both executive and non-executive functions. This being the case, Regulation 11(7) of the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012 requires that the appointment of the members, their number and terms of office be fixed by the Council with the agreement of the Cabinet. The arrangements for PATROLAJC require the Council to establish the term of office as being until the Council terminates the appointment or until the members become disqualified from acting under the terms of the joint committee arrangements, whichever shall be the earlier.

4.3 Option 2 is not recommended as DDC will then not be a party to a process required of an enforcement authority.

5. Resource Implications

PATROL is funded by all participating authorities being charged an annual fee (paid quarterly) of 60p for every valid PCN issued. In 2011 – 2012, 16,008 PCNs were issued at a cost of £9,604, and in 2012 – 2013, 13,415 were issued at a cost of £8,049. In 2013 – 2014, the issue rate has been far less due to staff issues but it is anticipated that in 2014 – 2015, this will rise towards earlier year levels. Therefore the future cost to DDC will be in the region of £10,000 and this will be met from parking revenue.

6. Corporate Implications

6.1 Comment from the Section 151 Officer: Finance has been consulted and has no further comments to add (SJL)

6.2 Comment from the Solicitor to the Council: The Solicitor to the Council has been consulted in the preparation of this report and has no further comments to make.

6.3 Comment from the Equalities Officer: This report does not specifically highlight any equalities implications however, in discharging their responsibilities members are required to comply with the public sector equality duty as set out in section 149 of the Equality Act 2010 <http://www.legislation.gov.uk/ukpga/2010/15>

7. **Appendices**

Appendix 1 – Deed relating to parking and traffic regulations outside London Adjudication Joint Committee

8. **Background Papers**

None

Contact Officer: Roger Walton, Director of Environment and Corporate Assets

DATED

2013

DEED

relating to a parking and traffic regulations outside
London adjudication joint committee



N A B A R R O

Lacon House
84 Theobald's Road
London WC1X 8RW

Tel: +44 (0)20 7524 6000

DEED

DATE

2013

PARTIES

The Local Authorities listed in **Schedule 1** of this deed in pursuance of arrangements made under Part 6 of the Traffic Management Act 2004 (the "**2004 Act**"), sections 101(5), 102(1)(b) and 101(5B) of the Local Government Act 1972, section 20 of the Local Government Act 2000, the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000, the Local Authorities (Executive Arrangements) (Discharge of Functions and Responsibilities) (Wales) Regulations 2007, sections 9EA and 9EB of the Local Government Act 2000, the Local Authorities (Arrangement for the Discharge of Functions) (England) Regulations 2012, Local Authorities (Goods and Services) Act 1970, section 1 of the Localism Act 2011 and all other enabling powers.

RECITALS

- (A) The Local Authorities listed in **Schedule 1** to this deed are enforcement authorities for the purposes of Part 6 of the 2004 Act in relation to road traffic contraventions.
- (B) Regulations made under Part 6 of the 2004 Act provide (inter alia) that the functions relating to adjudication and adjudicators conferred on Local Authorities under section 81 of the 2004 Act and regulations made under the 2004 Act shall be discharged by them through a joint committee set up under sections 101(5) and 102(1)(b) of the Local Government Act 1972 in respect of the exercise of non-executive functions and under sections 9EA and 9EB of the Local Government Act 2000 in respect of the exercise of functions which under executive arrangements are the responsibility of the executive of such Local Authorities.
- (C) It is expedient that provision should be made to enable other Local Authorities on whom such functions are conferred to become parties to this deed.
- (D) The agreed primary objectives of the joint committee are the provision of:
 - (i) a fair adjudication service for appellants including visible independence of adjudicators from the Local Authorities in whose areas they are working;
 - (ii) consistency of adjudication across the service;
 - (iii) a cost effective and equitable adjudication service for all Local Authorities party to the arrangements established pursuant to this deed;
 - (iv) flexibility to deal with a wide range of Local Authorities with varying levels of demand for adjudication; and
 - (v) such other functions as may be conferred on the joint committee by statute from time to time.

- (E) It is expedient that the arrangements established pursuant to this deed should replace those previously in place contained in:
- (i) a deed dated 12 October 2001 and/or memoranda of participation entered into pursuant and annexed to that deed;
 - (ii) a deed dated 1 May 2008 and/or memoranda of participation entered into pursuant to and annexed to that deed;
 - (iii) an indemnity agreement from the joint committee to Cheshire East Council in relation to a lease of part of the Second Floor, Springfield House, Water Lane, Wilmslow dated 15 February 2013, and
 - (iv) an indemnity agreement from the joint committee to Cheshire East Council in relation to Cheshire East Council becoming the Lead Authority dated 28 March 2013;
- with effect from 1 April 2013 notwithstanding that this deed has not been entered into until the date written above.
- (F) This deed is adopted by the Parties as a variation to the deed referred to in Recital (E) (ii) above by means of a resolution of the PATROLAJC dated 25 June 2013 and the consent in writing by at least 75% of the Participating Authorities.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this deed:

"Adjudicators"

means those persons engaged by the PATROLAJC as adjudicators for the purpose of the independent and impartial tribunal for the determination of appeals made to them;

"Appropriate National Authority"

means the Secretary of State for Transport in respect of matters concerning those Participating Authorities situated in England and the Welsh Ministers in respect of those Participating Authorities situated in Wales;

"Financial Regulations"

means the financial standing orders and rules and the financial regulations in **Schedule 5** to this deed as may be amended from time to time by the PATROLAJC;

"Head of Service"

means such person appointed by the PATROLAJC from time to time as the head of service of the PATROLAJC;

"Lead Authority"

means Cheshire East Council or such replacement Participating Authority as the Participating Authorities may from time to time appoint to inter alia provide goods and services under the arrangements established pursuant to this deed;

"Lead Officer"

means the officer of the Lead Authority to whom functions are delegated by the PATROLAJC pursuant to this deed and to the Standing Orders;

"Local Authorities"

means those local authorities who are enforcement authorities for the purpose of Part 6 of the 2004 Act in relation to road traffic contraventions (of any description) or who are performing the functions of such an enforcement authority;

"Memorandum of Participation"

means a memorandum in the form set out in **Schedule 7** to this deed;

"Participating Authority"

means a Local Authority which is or becomes party to the arrangements established pursuant to this deed or under **clause 10** or **13** of this deed and by virtue of a Memorandum of Participation and who are party to the arrangements established pursuant to this deed at the relevant time;

"PATROLAJC"

means the joint committee established by the Participating Authorities on the terms contained in this deed for the purpose of jointly exercising the functions referred to in this deed, and the expression PATROL shall be construed accordingly;

"Representative"

means the person who has been appointed by each Participating Authority in accordance with law and their own constitutional arrangements to serve as the Representative of that Participating Authority on the PATROLAJC;

"Standing Orders"

means the standing orders set out in **Schedule 4** to this deed or such replacement or amended standing orders as are adopted by the PATROLAJC at its annual meeting or as otherwise amended from time to time by the PATROLAJC.

- 1.2 References to any enactment include references to that enactment as for the time being amended, applied consolidated re-enacted by or having effect by virtue of any subsequent enactment and for this purpose **"enactment"** means any Act whether public general or local and includes any order rule regulations scheme or any instrument having effect by virtue of an enactment.
- 1.3 References to the discharge of any function includes references to the doing of anything which is calculated to facilitate or is conducive or incidental to the discharge of any of the functions specified in Schedule 3 to this deed.

2. COMMENCEMENT

- 2.1 Subject to **clause** 2.3 of this deed, this deed shall have effect from 1 April 2013 (the "**Commencement Date**") notwithstanding that this deed has not been entered into until the date written above.
- 2.2 In respect of any Local Authority who joins the arrangements established pursuant to this deed after the Commencement Date, the deed shall come into effect on the date that Local Authority signs or executes a Memorandum of Participation.
- 2.3 With effect from the Commencement Date, the arrangements in this deed replace those previously in place contained in:
- 2.3.1 a deed dated 12 October 2001 and/or memoranda of participation entered into pursuant and annexed to that deed;
- 2.3.2 a deed dated 1 May 2008 and/or memoranda of participation entered into pursuant to and annexed to that deed;
- 2.3.3 an indemnity agreement from the PATROLAJC to Cheshire East Council in relation to a lease of part of the Second Floor, Springfield House, Water Lane, Wilmslow dated 15 February 2013; and
- 2.3.4 an indemnity agreement from the joint committee to Cheshire East Council in relation to Cheshire East Council becoming the Lead Authority dated 28 March 2013.
- 2.4 It is acknowledged that the PATROLAJC has entered into a memorandum of understanding with the Adjudicators dated 21 November 2012, a copy of which is set out in **Schedule 8** of this deed.

3. THE PATROLAJC

- 3.1 The Participating Authorities acknowledge that the PATROLAJC has been established as a joint committee for the purpose of exercising the functions conferred upon it.
- 3.2 The composition of the PATROLAJC shall be one Representative from each Participating Authority appointed in accordance with **Schedule 2** of this deed.
- 3.3 The PATROLAJC in exercising the functions conferred upon it shall have regard to the primary objectives set out in **recital** (D) of this deed.
- 3.4 The PATROLAJC shall comply with the Standing Orders.
- 3.5 The PATROLAJC shall comply with the Financial Regulations.
- 3.6 The PATROLAJC may arrange for the discharge of any of the functions conferred on it by a subcommittee of it or by an officer of any of the Participating Authorities or by the Head of Service.
- 3.7 The PATROLAJC may in the exercise of its functions be advised by an official nominated by the Appropriate National Authority and such official(s) shall be entitled to attend and speak (but not to vote) at meetings of the PATROLAJC for this purpose.

4. LEAD AUTHORITY

- 4.1 The PATROLAJC appoints Cheshire East Council ("**CEC**") to act as Lead Authority as successor Lead Authority to the Council of the City of Manchester for the purpose of the arrangements established by this deed and on the terms set out in **Schedule 6** to this deed and CEC agrees to the appointment on these terms, with effect from the Commencement Date.
- 4.2 The terms of appointment of the Lead Authority are as set out in **Schedule 6** to this deed, provided that such terms of appointment may be varied from time to time by written agreement between the PATROLAJC and the Lead Authority.
- 4.3 The Lead Authority may resign as Lead Authority by giving not less than 12 months written notice (or such other period as may be agreed between the Lead Authority and the PATROLAJC) to the PATROLAJC, such resignation to take effect on 1 April the following year or on such other date as may be agreed between the Lead Authority and the PATROLAJC ("**Date of Resignation**"), and the PATROLAJC shall appoint a new Lead Authority with effect from the date immediately following the Date of Resignation.
- 4.4 The appointment of the Lead Authority may be terminated by the PATROLAJC by the giving of not less than 12 months written notice (or such other period as may be agreed between the Lead Authority and the PATROLAJC) to the Lead Authority, such termination to take effect on 1 April the following year or on such other date as may be agreed between the Lead Authority and the PATROLAJC ("**Date of Termination**") and the PATROLAJC shall appoint a new Lead Authority with effect from the date immediately following the Date of Termination.
- 4.5 Following the giving of notice of resignation or termination of the appointment of the Lead Authority, the outgoing Lead Authority and any Participating Authority which has been nominated as the new Lead Authority shall take such measures as are necessary to ensure the efficient and expeditious transition of responsibility (including transfer of staff) between them.

5. FINANCIAL MATTERS

- 5.1 The Participating Authorities shall contribute such sums in relation to the establishment and operation of arrangements pursuant to this deed (including but not limited to the costs and expenses properly incurred by the Lead Authority and those of the PATROLAJC) in such proportions as may be determined from time to time by the PATROLAJC.
- 5.2 The PATROLAJC shall not later than 31 January in each year adopt a budget of estimated expenditure by it for the ensuing year commencing on the 1 April and shall in accordance with such budget determine the amount of contributions from each of the Participating Authorities in that year, the date or dates on or before which a payment or payments in respect of the contributions are required to be made and the amount of that payment or each of those payments.
- 5.3 The PATROLAJC may require Participating Authorities to pay such contribution by means of such periodic payments as it may deem appropriate.

- 5.4 Any liabilities arising, incurred or entered into prior to the Commencement Date under the terms of the arrangements referred to in **recital** (E) of this deed shall be carried forward into the arrangements under this deed and the Participating Authorities shall be so liable as if the liabilities had arisen, been incurred or entered into under the terms of the arrangements set out in this deed.

6. CONFIDENTIALITY

Except where disclosure is required by law (including but not limited to pursuant to the Freedom of Information Act 2000 or the Environmental Information Regulations 2004) or to professional advisers and subject to the provisions of the Standing Orders and **clause** 9 of this deed each Participating Authority shall in respect of this deed and all information that may be derived from or in connection with the PATROLAJC or from this deed (the "**Information**"):

- 6.1 treat the Information as confidential and not disclose the Information to persons or entities not being Participating Authorities without the prior written consent of the PATROLAJC; and
- 6.2 take all necessary precautions to ensure that the Information is treated as confidential and not disclosed in accordance with **clause** 6.1.

7. DATA PROTECTION

- 7.1 Each Participating Authority shall not (except as required by law) disclose or allow access to personal data provided or acquired by the PATROLAJC (other than data supplied to the PATROLAJC by the Participating Authority concerned) for the purposes of this deed other than to another Participating Authority for the purpose of this deed.
- 7.2 Any disclosure of or access to personal data permitted by **clause** 7.1 shall be made in confidence and shall extend only so far as that which is specifically necessary for the purposes of the performance of the functions of the PATROLAJC.

8. PUBLICITY

Subject to the Standing Orders, no Participating Authority shall arrange a press release or other forms of publicity regarding the functions of the PATROLAJC without the prior written consent of the PATROLAJC.

9. WITHDRAWAL OF A PARTICIPATING AUTHORITY FROM THE ARRANGEMENT

- 9.1 A Participating Authority may by notice given in writing to the Lead Officer not later than the 31 March in any year withdraw from the arrangements established pursuant to this deed with effect from 1 April the following year.
- 9.2 Withdrawal of a Participating Authority pursuant to **clause** 9.1 shall not affect any liabilities of that Participating Authority arising incurred or entered into prior to the effective date of withdrawal nor unless otherwise agreed by the PATROLAJC shall the withdrawal entitle that Participating Authority to any repayment of contributions made to the budget of the PATROLAJC.

9.3 Subject to **clauses** 9.2 and 10, the withdrawal of a Participating Authority from the arrangements established pursuant to this deed shall not affect the validity or the continuation of those arrangements between the remaining Participating Authorities.

10. NOT USED

11. TERMINATION

11.1 The arrangements contained in this deed may be terminated:

11.1.1 by a decision of a simple majority of those voting at a duly convened meeting of the PATROLAJC; or

11.1.2 where there is no Lead Authority and no Participating Authority is willing to become the Lead Authority on expiry of the notice given by or to the outgoing Lead Authority pursuant to **clause** 4.3 or **clause** 4.4 (as the case may be).

11.2 If the arrangements established pursuant to this deed come to an end an account shall be taken of such assets, proceeds and liabilities of the PATROLAJC and the assets of the PATROLAJC shall then be realised and the proceeds of the PATROLAJC shall be applied in discharge of the liabilities of the PATROLAJC and paying the expenses of winding up of the arrangements and:

11.2.1 any surplus shall be distributed (after first repaying any special advances or contributions made by any Participating Authority to the assets of the PATROLAJC) in accordance with the proportion in which the Participating Authority concerned contributed towards the acquisition of the asset in question or such other proportions as may be agreed between the Participating Authorities; and

11.2.2 any deficit shall be met by each of the Participating Authorities in accordance with such proportions as may be agreed between the Participating Authorities.

12. VARIATION

This deed may be varied with the consent of a simple majority of those voting at a duly convened meeting of the PATROLAJC.

13. ADDITIONAL LOCAL AUTHORITIES

Any Local Authority who is or becomes an enforcement authority for the purposes of Part 6 of the 2004 Act in relation to road traffic contraventions or performs the functions of such an enforcement authority shall on the date agreed between that Local Authority and the Lead Officer and evidenced by a Memorandum of Participation executed or signed on behalf of the relevant Local Authority become party to the arrangements established pursuant to this deed and from that date shall be bound by the terms of this deed and shall (without prejudice to the generality of the foregoing) contribute to the costs of the arrangements established pursuant to this deed in such proportion as may be agreed by the PATROLAJC.

14. NOTICES

Any notice to be given to the PATROLAJC or to any Participating Authority shall be sufficiently given if sent by first class letter or facsimile transmission to the Town Clerk, Secretary or Head of Service of the Participating Authority concerned or the Lead Officer of the PATROLAJC (as appropriate) and if so sent shall subject to proof to the contrary be deemed to have been received by the Participating Authority or the PATROLAJC as the case may be on the second business day after the date of posting or on successful transmission as the case may be.

15. ARBITRATION

Any dispute which may arise between the Participating Authorities about this deed and/or the arrangements established pursuant to this deed unless otherwise stipulated shall be referred to and determined by a single arbitrator nominated by the Chartered Institute of Arbitrators on the application of the PATROLAJC.

The Parties have, pursuant to recital (F), executed and delivered this deed on the date written above.

Schedule 1

Participating Authorities

1. Adur District Council
2. Allerdale Borough Council
3. Amber Valley District Council
4. Arun District Council
5. Ashfield District Council
6. Ashford Borough Council
7. Aylesbury Vale District Council
8. Barnsley Metropolitan Borough Council
9. Barrow Borough Council
10. Basildon District Council
11. Basingstoke and Deane Borough Council
12. Bassetlaw District Council
13. Bath and North East Somerset
14. Bedford Borough Council
15. Birmingham City Council
16. Blaby District Council
17. Blackburn with Darwen Borough Council
18. Blackpool Borough Council
19. Bolton MBC
20. Borough Council of Kings Lynn and West Norfolk
21. Borough of Poole
22. Boston Borough Council
23. Bournemouth Borough Council
24. Bracknell Forest Borough Council
25. Braintree District Council
26. Brentwood Borough Council

27. Bridgend County Borough Council
28. Brighton & Hove Council
29. Bristol City Council
30. Bromsgrove District Council
31. Broxbourne Borough Council
32. Broxtowe Borough Council
33. Buckinghamshire County Council
34. Burnley Borough Council
35. Bury MBC
36. Calderdale
37. Cambridge City Council
38. Cambridgeshire County Council
39. Cannonck Chase District Council
40. Canterbury City Council
41. Cardiff City Council
42. Carlisle City Council
43. Carmarthenshire County Council
44. Castle Point Borough Council
45. Central Bedfordshire Council
46. Ceredigion County Council
47. Charnwood Council
48. Chelmsford Borough Council
49. Cheltenham Council
50. Cheshire East Council
51. Cheshire West and Chester Council
52. Chesterfield Borough Council
53. Chichester District Council
54. Chiltern District Council
55. Chorley Borough Council

56. Christchurch Borough Council
57. City of Bradford Metropolitan Borough Council
58. City of Lincoln Council
59. City of York Council
60. Craven District Council
61. Colchester Borough Council
62. Conwy County Borough Council
63. Copeland Borough Council
64. Cornwall Council
65. Cotswold District Council
66. Coventry City Council
67. Craven District Council
68. Crawley Borough Council
69. Cumbria County Council
70. Dacorum Borough Council
71. Darlington Council
72. Dartford Borough Council
73. Daventry District Council
74. Denbighshire County Council
75. Derby City Council
76. Derbyshire County Council
77. Derbyshire Dales District Council
78. Devon County Council
79. Doncaster Metropolitan Borough Council
80. Dorset County Council
81. Dover Council
82. Dudley Metropolitan Borough Council
83. County Durham Council
84. East Devon District Council

85. East Hampshire District Council
86. East Hertfordshire District Council
87. East Lindsey District Council
88. East Riding of Yorkshire
89. East Staffordshire Borough Council
90. East Sussex County Council
91. Eastleigh Borough Council
92. Eden District Council
93. Elmbridge Borough Council
94. Epping Forest District Council
95. Epsom and Ewell Borough Council
96. Erewash Borough Council
97. Essex County Council
98. Exeter City Council
99. Fareham Borough Council
100. Flintshire County Council
101. Forest of Deane District Council
102. Fylde Borough Council
103. Gateshead Metropolitan Borough Council
104. Gedling Borough Council
105. Gloucester City Council
106. Gloucestershire County Council
107. Great Yarmouth Borough Council
108. Gravesham Borough Council
109. Guildford Borough Council
110. Gwynedd Council
111. Hambleton District Council
112. Hampshire County Council
113. Harborough District Council

114. Harlow Borough Council
115. Harrogate Borough Council
116. Hart District Council
117. Hartlepool Borough Council
118. Hastings Borough Council
119. Havant Borough Council
120. Herefordshire District Council
121. Hertfordshire County Council
122. Hertsmere Borough Council
123. High Peak Borough Council
124. Hinckley and Bosworth
125. Horsham District Council
126. Hyndburn Borough Council
127. Ipswich Borough Council
128. Isle of Anglesey County Council
129. Isle of Wight Council
130. Kent County Council
131. Kingston upon Hull City Council
132. Kirklees Metropolitan Council
133. Lancashire County Council
134. Lancaster City Council
135. Leeds City Council
136. Leicester City Council
137. Leicestershire County Council
138. Lewes District Council
139. Lincolnshire County Council
140. Litchfield District Council
141. Liverpool City Council
142. Luton Borough Council

143. Maidstone Borough Council
144. Maldon District Council
145. Manchester City Council
146. Mansfield District Council
147. Medway Council
148. Mendip District Council
149. Melton Borough Council
150. Merthry Tidfill Council
151. Mid Devon District Council
152. Mid Sussex District Council
153. Middlesbrough Council
154. Milton Keynes Council
155. Mole Valley District Council
156. Neath Port Talbot County Borough Council
157. New Forest District Council
158. Newark and Sherwood District Council
159. Newcastle City Council
160. Newcastle-under-Lyme Borough Council
161. Norfolk County Council
162. North Devon District Council
163. North Dorset District Council
164. North East Derbyshire District Council
165. North East Lincolnshire
166. North Hertfordshire District Council
167. North Kesteven District Council
168. North Lincolnshire Council
169. North Norfolk District Council
170. North Tyneside Council
171. North West Leicestershire District Council

172. North Yorkshire County Council
173. Northampton Borough Council
174. Northamptonshire County Council
175. Northumberland County Council
176. Norwich City Council
177. Nottingham City Council
178. Nottinghamshire County Council
179. Nuneaton and Bedworth Borough Council
180. Oadby and Wigston Borough Council
181. Oldham Metropolitan Borough Council
182. Oxfordshire County Council
183. Pembrokeshire County Council
184. Pendle Borough Council
185. Peterborough City Council
186. Plymouth City Council
187. Portsmouth City Council
188. Powys Council
189. Preston City Council
190. Purbeck District Council
191. Reading Borough Council
192. Redcar and Cleveland Borough Council
193. Redditch Council
194. Reigate and Banstead Borough Council
195. Rhondda Cynon Taf
196. Ribble Valley Borough Council
197. Richmondshire District Council
198. Rochdale MBC
199. Rochford District Council
200. Rossendale Borough Council

201. Rotherham Metropolitan Borough Council
202. Royal Borough of Windsor and Maidenhead
203. Rugby Borough Council
204. Runnymede Borough Council
205. Rushcliffe Borough Council
206. Rushmoor Borough Council
207. Rutland County Council
208. Ryedale Borough Council
209. Salford City Council
210. Sandwell MBC
211. Scarborough Borough Council
212. Sedgemoor District Council
213. Sefton Council
214. Selby District Council
215. Sevenoaks District Council
216. Sheffield City Council
217. Shepway District Council
218. Shropshire Council
219. Slough Borough Council
220. Solihull Metropolitan Borough Council
221. Somerset County Council
222. Mendip
223. Sedgemoor District Council
224. South Somerset
225. South Derbyshire District Council
226. South Gloucestershire Council
227. South Hams District Council
228. South Holland District Council
229. South Kesteven District Council

230. South Lakeland District Council
231. South Norfolk District Council
232. South Ribble Borough Council
233. South Somerset District council
234. South Staffordshire Council
235. South Ribble Borough Council
236. South Tyneside Metropolitan Borough Council
237. Southampton City Council
238. Southend-on-Sea Borough Council
239. Spelthorne Borough Council
240. St Albans City and District Council
241. St Helens Council
242. Stafford Borough Council
243. Staffordshire County Council
244. Staffordshire Moorlands District Council
245. Stevenage Borough Council
246. Stockport MBC
247. Stockton on Tees Borough Council
248. Stoke-on-Trent City Council
249. Stratford District Council
250. Stroud District Council
251. St Helens Borough Council
252. Suffolk County Council
253. Sunderland City Council
254. Surrey County Council
255. Surrey Heath Borough Council
256. Swale Borough Council
257. Swansea City and County
258. Swindon Borough Council

259. Tamworth Borough Council
260. Tameside Metropolitan Borough Council
261. Tamworth Borough Council
262. Tandridge District Council
263. Taunton Deane Borough Council
264. Teignbridge District Council
265. Tendring District Council
266. Test Valley Borough Council
267. Tewkesbury Borough Council
268. Thanet District Council
269. Three Rivers District Council
270. Thurrock Borough Council
271. Tonbridge & Malling Borough Council
272. Torbay Council
273. Torridge District Council
274. Trafford MBC
275. Tunbridge Wells Borough Council
276. Uttlesford District Council
277. Vale of Glamorgan Council
278. Walsall MBC
279. Wareham Town Council
280. Warrington Borough Council
281. Warwick District Council
282. Warwickshire County Council
283. Watford Borough Council
284. Waverley Borough Council
285. Welwyn Hatfield Council
286. West Berkshire Council
287. West Devon Borough Council

288. West Oxfordshire Council
289. West Lancashire District Council
290. West Lindsey District council
291. West Somerset Council
292. West Sussex County Council
293. Weymouth and Portland Borough Council
294. Wigan MBC
295. Wiltshire Council
296. Winchester City Council
297. Wirral Metropolitan Borough Council
298. Woking Borough Council
299. Wolverhampton City Council
300. Worcester City Council
301. Worcestershire County Council
302. Worthing Borough Council
303. Wrexham County Borough Council
304. Wycombe District Council
305. Wychavon District Council
306. Wyre Borough Council
307. Wyre Forest District Council

Schedule 2

Composition of membership of the PATROLOJC

308. The PATROLAJC shall comprise one Representative from each of the Participating Authorities appointed from time to time by the relevant Participating Authority in accordance with law and the appointing Participating Authority's constitutional arrangements.
309. Each Participating Authority shall as soon as practicable after joining the arrangements established pursuant to this deed notify the Lead Officer of the identity of the Representative appointed by it to be its Representative of the PATROLAJC and the identity of any substitute representative.
310. The appointment of a Representative may be terminated at any time by the appointing Participating Authority by providing written notice of the termination to the PATROLAJC.
311. The term of office of a Representative shall be from the date of the first meeting of the PATROLAJC held after the notification by the appointing Participating Authority of the appointment of the Representative until the earlier of:
 - 311.1 termination of the appointment of the Representative by the appointing Participating Authority; or
 - 311.2 the Representative ceasing to be a member of the Participating Authority or ceasing to be entitled to be a Representative of the appointing Participating Authority on a joint committee under the constitutional arrangements applicable to the appointing Participating Authority.
312. On termination of the appointment of a Representative, the appointing Participating Authority shall as soon as practicable notify the Lead Officer of termination of the appointment and of the identity of the replacement Representative appointed by it and the provisions of this **Schedule 2** shall apply to the replacement Representative.

Schedule 3

Functions of the PATROLAJC

The functions of the PATROLAJC shall be:

1. to appoint (re-appoint and dismiss) subject to the Lord Chancellor's consent (and that of the Lord Chief Justice as required) Adjudicators for the purposes of Part 6 of the 2004 Act;
2. to appoint a proper officer and deputy of PATROLAJC;
3. pursuant to the terms of this deed to appoint (and terminate and accept the resignation of) a Lead Authority for the purpose of the arrangements established by this deed;
4. to provide or make arrangements for the provision of accommodation and administrative staff and facilities for the Adjudicators;
5. to determine after consultation with the relevant Participating Authority where the Adjudicators are to sit;
6. to commission and receive an annual report upon the Adjudication Service from the Adjudicators;
7. to make and publish an annual report to the Appropriate National Authority as appropriate on the discharge by the Adjudicators of their functions;
8. to defray all the expenses of the adjudication process and in particular expenses in relation to the remuneration of Adjudicators;
9. to establish and approve annual budgets and receive annual accounts and regular monitoring reports on associated expenditure;
10. to undertake such other functions as are reasonably incidental to the efficient operation of the adjudication process;
11. such other associated functions as Participating Authorities may lawfully arrange for the PATROLAJC to perform as they from time to time consider appropriate, provided that the PATROLAJC agrees to such associated functions.

Schedule 4

Standing Orders

THE PARKING AND TRAFFIC REGULATIONS OUTSIDE LONDON ADJUDICATION JOINT

COMMITTEE'S STANDING ORDERS 2012-13

Index No.

1	Chairman Vice-Chairman and Assistant Vice-Chairman
2	Duration of Appointments
3	Servicing and Advice
4	Meetings and Agenda
4A	Cancellation of Meetings
5	Substitute Representatives
6	Attendance Record
7	Order of Business
8	Minutes
9	Subcommittee
10	Voting
11	Quorum
12	Rules of Debate
13	Admission of Public to Meetings
14	Disorderly Conduct
15	Disturbance by Members of the Public
16	Urgent Business
17	Rescission of Preceding Resolution
18	Delegation of Functions
19	Variation and Revocation of Standing Orders
20	Interests of Representatives in Contracts and Other Matters
21	Interests of Officers in Contracts and Other Matters
22	Access to Documents Information and Land

23	Suspension of Standing Orders
24	Interpretation

1. Chairman Vice-Chairman and Assistant Vice- Chairman

The PATROLAJC at its first meeting and subsequently on an annual basis shall elect from one of its representatives a Chairman and Vice-Chairman and Assistant Vice- Chairman

2. Duration of Appointments

(i) Each representative on the PATROLAJC shall hold office from the date of the first meeting of the PATROLAJC following his appointment to the date of the next annual meeting of the PATROLAJC or until his appointment is terminated by the appointing Participating Authority which may be done at any time or until he ceases to be entitled to be a representative of that Participating Authority on a Joint Committee under the constitutional arrangements applicable to that appointing Participating Authority.

(ii) The Chairman ,Vice-Chairman and Assistant Vice- Chairman shall hold office until the following Annual meeting but such office shall be deemed to be vacated if the appointment as a representative on the Joint Committee is terminated by their Participating Authority or if they cease to be entitled to be a representative on a Joint Committee under the constitutional arrangements applicable to that appointing Authority.

3. Servicing and Advice

(i) It shall be the responsibility of the Lead Officer to convene all meetings of the PATROLAJC;

(ii) An Advisory Board may be appointed by the PATROLAJC comprising the Lead Officer, such other officers of the Participating Authorities and other persons appointed by the PATROLAJC and a representative nominated by the Department for Transport (DFT) to advise the PATROLAJC on any matter relating to the functions conferred on the PATROLAJC. The Advisory Board shall be entitled to depute one or more of their number to attend and advise at meetings of the PATROLAJC.

4. Meetings and Agenda

- (i) A meeting of the PATROLAJC may be called at such date, time and place:
- a) at the instance of the Chairman; or
 - b) as may be determined by the PATROLAJC; or
 - c) by a requisition, signed by not less than one half of the representatives of the PATROLAJC delivered to the Lead Officer at least ten working days before the date of the meeting.
 - d) At the instance of the Lead Officer

Provided that the PATROLAJC shall meet at least once every year (the Annual Meeting).

The summons to any meeting shall set out the business to be transacted thereat, and no business other than that set out in the summons shall be considered at the meeting unless by reason of special circumstances, which shall be specified in the minutes, the Chairman of the meeting is of the opinion that the item should be considered at the meeting as a matter of urgency.

- (ii) At every meeting of the PATROLAJC the Chairman, if present, shall preside. If the Chairman is absent the Vice-Chairman, if present, shall preside. If both the Chairman and Vice Chairman are absent the Assistant Vice-Chairman shall preside. If the Chairman, Vice Chairman and Assistant Vice-Chairman are all absent the meeting shall elect a Chairman from one of its representatives. For the purposes of these Standing Orders references to the Chairman, in the context of the conduct of business at meetings, shall mean the person presiding under the Standing Orders.
- (iii) Any Participating Authority acting through its representative on the Joint Committee or through an Advisory Board Representative may give written notice of an item to be placed on the Agenda of the PATROLAJC. All notices of items for agendas must be received by the Lead Officer not less than fifteen working days prior to the meeting to which the agenda relates.
- (iv) Each of the Participating Authorities and every Advisory Board representative shall be entitled to receive a copy of the Agenda, papers and minutes of the proceedings of the PATROLAJC.

- (v) The Lead Officer shall not less than seven clear days before the intended meeting of the PATROLAJC: -
 - (a) Circulate a notice thereof to each Participating Authority representative on the PATROLAJC and to the nominated officer of each Participating Authority, accompanied by a notice of the business to be transacted. Provided that the failure of any such notice to be delivered shall not affect the validity of the meeting or of the business transacted thereat.
 - (b) Publish notice thereof in the London Gazette or such other daily national publication as may be specified by the Lead Officer. Provided Always if not published in the London Gazette the Lead Officer shall give 14 days notice in writing to the Participating Authorities of the name of newspapers in which the notice of meetings is to be published.
- (vi) Deputations shall be entitled, upon prior notification being given to the Lead Officer and at the discretion of the Chairman, to attend and address the meeting for not more than ten minutes and to answer questions from representatives on the PATROLAJC for a further ten minutes.
- (vii) A representative of the DFT may attend the meetings of the PATROLAJC as adviser of the PATROLAJC and may participate fully on all items of business but not vote.

4A. Cancellation of Meetings

The Lead Officer may cancel or postpone any meeting in consultation with the Chairman prior to the issue of the agenda or subsequently if there is no business to be transacted, or in other exceptional circumstances.

5. Substitute Members

If a representative of the PATROLAJC is unable to be present at a meeting of the PATROLAJC, that Participating Authority may be represented by a substitute duly appointed by that Participating Authority for the purpose in accordance with their own constitutional arrangements and whose name has been duly notified in writing to the Lead Officer of the PATROLAJC by the nominated Officer of the Participating Authority concerned at least 24 hours prior to the Committee meeting. A substitute attending a meeting of the PATROLAJC

shall declare and vote as the Participating Authority representative on the PATROLAJC. No substitute representative may attend any meeting at which the representative for which he is substitute is present.

6. Attendance Record

At every meeting each representative attending shall record such presence on the attendance sheet or other form of record provided by the Lead Officer.

7. Order of Business

- (i) The order of business at every meeting shall be:
 - (a) to approve as a correct record the minutes of the last meeting;
 - (b) to dispose of business (if any) remaining from the last meeting;
 - (c) to receive and consider reports prepared for the PATROLAJC
- (ii) The Chairman shall have discretion to alter the order in which business is taken at the meeting.

8. Minutes

- (i) Minutes of every meeting of the PATROLAJC or any Subcommittee shall be submitted to and signed at the next following meeting of the body concerned.
- (ii) The Chairman shall put the question that the minutes submitted be approved as a correct record of the meeting in question.
- (iii) No other motion or discussion shall take place upon the Minutes except upon their accuracy. If no such question is raised or if it is raised, then as soon as it has been disposed of, the Chairman shall sign the Minutes.

9. Sub-Committees

The PATROLAJC shall be entitled to appoint such Sub-committees as it thinks fit.

10. Voting

- (i) Each representative (or if absent the named substitute) shall be entitled to one vote on each question to be decided. Subject to paragraph 10 (iii), every question shall be determined by a show of hands and shall be determined by a simple majority.
- (ii) In the case of an equality of votes, the Chairman shall have a second or casting vote.
- (iii) On the requisition of any representative made before any vote is taken on a motion or an amendment, the voting shall be recorded so as to show how each representative

present and voting voted. The name of any representative present and not voting shall also be recorded.

11. Quorum

- (i) The quorum of the PATROLAJC shall be one twentieth of the number of the Participating Authority representatives but in any event not less than three, and the quorum of a Sub-committee shall be one quarter of the number of members of the Sub-Committee.
- (ii) For the avoidance of doubt non-attendance of the representative appointed by the DFT shall not render the meeting inquorate nor shall he be counted in deciding whether a quorum has been established.
- (iii) No business can be transacted at any meeting unless a quorum is present.

12. Rules of Debate

- (i) A motion or amendment shall not be discussed unless it has been proposed and seconded.
- (ii) A representative shall address the Chairman and direct any speech to the question under discussion. If two or more representatives indicate they wish to speak the Chairman shall call on one to speak first.
- (iii) An amendment shall be:
 - (a) to leave out words
 - (b) to leave out words and insert or add others
 - (c) to insert or add words

but any such amendment must not have the effect of introducing a new proposal into or of negating the original motion

- (iv) A representative shall not speak for longer than 5 minutes on any matter without the consent of the PATROLAJC.
- (v) No representative shall address the PATROLAJC more than once on any issue, but the mover of an original motion may reply, in which reply no new matter shall be introduced, but the reply shall be confined strictly to answering the previous observations.

- (vi) A representative may claim to speak on a point of order or in personal explanation and shall be entitled to be heard forthwith. A point of order shall relate only to an alleged breach of a specified statutory provision or a specified standing order and the way in which the representative raising it considers that it has been broken. A personal explanation shall be confined to some material part of a former speech by him in the current debate, which may appear to have been misunderstood. The ruling of the Chairman on a point of order or on the admissibility of a personal explanation shall not be open to discussion.
- (vii) If an amendment is rejected other amendments may be moved on the original motion. If an amendment is carried, the motion as amended shall take the place of the original motion and shall become the motion upon which any other amendment may be moved.
- (viii) A further amendment shall not be moved until the PATROLAJC has disposed of every amendment previously moved, provided that the Chairman shall have discretion to allow debate to take place on two or more amendments.
- (ix) A representative at the conclusion of a speech of another representative may move without comment:-
 - (a) that the question be now put
 - (b) that the debate be now adjourned
 - (c) that the PATROLAJC proceed to the next business
 - (d) that the PATROLAJC do now adjourn

If such a motion is seconded, the Chairman, shall, subject to the mover's right to reply, put the motion to the vote, and if it is carried: –

In case (a) – the motion then before the meeting shall, subject to

The right of reply, be put to the vote; or

In case (b) – the debate on the motion then before the PATROLAJC shall stand adjourned until the next ordinary meeting of the PATROLAJC; or

In case (c) – the motion then before the PATROLAJC shall be regarded as lost and the PATROLAJC shall proceed to the next item on the Agenda, if any; or

In case (d) – the meeting shall stand adjourned.

- (x) If the Chairman is of the opinion that the matter before the PATROLAJC has been sufficiently discussed he may put the motion that the question now be put
- (xi) The Chairman shall decide all questions of order and any ruling by the Chairman upon such questions and the interpretations of these Standing Orders, and upon matters arising in debate shall be final and shall not be open to discussion.

13. Admission of Public to Meetings

All meetings of the PATROLAJC shall be open to the public (including the Press) except to the extent that they are excluded whether during the whole or part of the proceedings either:-

- (i) In accordance with Section 100A(2) of the Local Government Act 1972; or
- (ii) By resolution passed to exclude the public on the grounds that it is likely, in view of the nature of the proceedings that if members of the public were present there would be disclosure to them of exempt information as defined in Section 100I of the Local Government Act 1972. Any such Resolution shall identify the proceedings or the part of the proceedings to which it applies and state the description, in terms of Schedule 12A to the Local Government Act 1972 of the exempt information giving rise to the exclusion of the public.

14. Disorderly Conduct

- (i) If the Chairman is of the opinion that a representative has misconducted, or is misconducting himself by persistently disregarding the ruling of the Chairman or by behaving irregularly, improperly or offensively or by wilfully obstructing the business of the PATROLAJC he may notify the meeting of that opinion and may take any of the following action either separately or in sequence:-
 - (a) he may direct the representative to refrain from speaking during all, or part of the remainder of the meeting
 - (b) he may direct the representative to withdraw from all or part of the remainder of the meeting
 - © he may order the representative to be removed from the meeting
 - (d) he may adjourn the meeting for such period as shall seem expedient to him

- (ii) In the event of general disturbance which, in the opinion of the Chairman, renders the due and orderly dispatch of business impossible, the Chairman, in addition to any other power invested in the Chairman, may without question, adjourn the meeting for such periods as in the Chairman's discretion shall be considered expedient.

15. Disturbance by Members of the Public

If any member of the public interrupts the proceedings at a meeting of the PATROLAJC, the Chairman may warn that person to stop. If the person continues the interruption, the Chairman may order that person's removal from the meeting. In the event of general disturbance in the part of the room provided for the public, the Chairman may order that part to be cleared.

16. Urgent Business

- (i) If at any time the Lead Officer considers any matter is urgent and should be decided upon prior to the next meeting of the PATROLAJC then he shall consult the PATROLAJC's Chairman. If the Chairman agrees the matter is urgent, then the Lead Officer shall be empowered to make the decision in accordance with such recommendation, subject to the decision being recorded in writing and signed by the Lead Officer to the PATROLAJC.
- (ii) All decisions taken under this Standing Order shall be reported to the next meeting of the PATROLAJC.

17. Rescission of Preceding Resolution

No motion to rescind any resolution passed at the meeting and no motion or amendment to the same effect shall be proposed at that meeting.

18. Delegation of Functions

The PATROLAJC may delegate to officers such of their functions as are permissible under statute and may, in relation to any of those functions, require that the exercise of those functions be subject to such conditions as the PATROLAJC deems fit to impose.

19. Variations and Revocation of Standing Orders

Any motion to vary or revoke these Standing Orders shall require confirmation at the next ordinary meeting of the PATROLAJC before the proposed variation or revocation shall be

considered to be effective Provided that nothing in this Standing Order shall operate to prevent the PATROLAJC adopting new Standing Orders at its annual meeting.

20. Interests of Participating Authority representatives in Contracts and Other Matters

The following code of conduct in relation to the interests of representatives in Contracts and other matters shall apply save that if any Participating Authority adopts a Code of Conduct pursuant to the provisions of section 51 of the Local Government Act 2000 then that Code shall apply with respect to the representative of that Participating Authority: -

- (i) Where any Participating Authority representative has given a general notice of a pecuniary interest of his or of his spouse, and is thereby relieved of the statutory duty to declare that interest at a meeting at which a contract or other matter affecting that interest is to be considered, he shall nevertheless orally remind the meeting of that interest. Any such reminder shall be recorded in the minutes of the meeting.
- (ii) Where any Participating Authority representative has declared a pecuniary interest in a contract, grant, proposed contract or other matter, whether by giving a general notice or by making an oral declaration at a meeting, he shall withdraw from the room in which the meeting is being held while the matter is under consideration unless:
 - (a) the disability to discuss, or vote upon any matter arising from the contract or other matter has been removed by the Secretary of State under Section 97 of the Local Government Act 1972; or
 - (b) the contract, grant, proposed contract or other matter is under consideration by the meeting as part of the report or minutes of a subcommittee (in the case of a meeting of the PATROLAJC) and is not itself the subject of debate.
- (iii) Any person, other than an officer of the PATROLAJC, who is appointed to do anything in connection with the PATROLAJC or subcommittee which enables him to speak at meetings of the PATROLAJC or subcommittee shall make the same disclosures of pecuniary interests, and shall withdraw from the room in which the meeting is being held on the same occasions, as he would have to do if he were a representative of the PATROLAJC or subcommittee.

21. Interests of Officers in Contracts and Other Matters

- (i) In addition to his duty under Section 117 of the Local Government Act 1972 if it comes to the knowledge of any officer that he has a disclosable pecuniary interest in any contract which has been or is proposed to be, entered into by the PATROLAJC, or in some other matters which is to be considered by PATROLAJC or subcommittee, he shall as soon as practicable, give notice in writing to the Lead Officer of the fact that he is interested therein.
- (ii) For the purpose of this standing order, a disclosable pecuniary interest is an interest that, if the officer were a representative of the PATROLAJC and if the contract or other matter were to be considered at a meeting of the PATROLAJC at which he were present, he would have to disclose it under Section 94 of the Local Government Act 1972.
- (iii) The Lead Officer shall record in a book to be kept for the purpose particulars of any notice of a pecuniary interest given by an officer under Section 117 of the Local Government Act 1972 or paragraph (i). The book shall, during the ordinary office hours of the Lead Authority be open for inspection by any representative of the PATROLAJC.
- (iv) Where an officer submits a report to a meeting on a matter in which he has declared an interest under Section 117 of the Local Government Act 1972 or paragraph (i) he shall state that such declaration has been made, and give brief details of it, in a separate paragraph at the commencement of the report.
- (v) Where any officer advises orally a meeting of the PATROLAJC or a subcommittee on a contract, grant, proposed contract or other matter and has declared a pecuniary interest in that matter, whether under the requirements of Section 117 of the Local Government Act 1972, or of paragraph (i) he shall remind the meeting orally of that interest.

22. Access to Documents, Information and Land

- (i) In addition to the rights of representatives of the PATROLAJC under Section 100F of the Local Government Act 1972, but subject to paragraph (ii) below, any member of the Participating Authorities shall be entitled on application to the Lead Officer to inspect any document or recorded information in the possession, or under the control,

of the PATROLAJC access to which is necessary for the proper discharge of his functions as a member of that Participating Authority;

Provided that: -

- (a) no person shall be entitled to inspect any document or have access to any information relating to a matter in which he has a pecuniary interest;
 - (b) access to information not in the form of a document need not be given where the cost of providing the access is unreasonably high, or during such period as the giving of access would unreasonably disrupt the work of the PATROLAJC.
- (ii) In the case of any document other than a document to which the rights under Section 100F of the Local Government Act 1972 apply, and if the Lead Officer considers that access to any document or other information is not necessary for the proper discharge of the functions (as a member of the Participating Authority or as a representative of the PATROLAJC, as the case may be) of the person requesting such access, and there is good reason why access should be refused, he may refuse the person concerned access to the document or information in question.
- (iii) Where a person inspects a document under the rights conferred by Section 100F of the Local Government Act 1972 or this standing order, and the PATROLAJC may lawfully make a copy of that document, he shall be entitled, on request, to be given a copy of that document provided that:
- (a) a reasonable charge shall be made for the copy unless the Lead Officer otherwise directs;
 - (b) a copy may be refused if the Lead Officer considers that it is impracticable to make a copy.
- (iv) If a representative on the PATROLAJC or an elected member or officer of the Participating Authorities wishes to have access to land or buildings in the occupation of the PATROLAJC to which the public do not have access and to which such representative, member or officer does not regularly have access, he shall apply to the Lead Officer. Unless the Lead Officer considers that there are good reasons why such access should not be given, he shall give permission but may attach conditions

to that permission including particularly a condition that a specified officer of the PATROLAJC shall accompany the representative, member or officer.

- (v) If any member of the Participating Authorities or any other representative of the PATROLAJC is dissatisfied with any determination of the Lead Officer under Section 100F of the Local Government Act 1972 or under this standing order, he may refer the question to the PATROLAJC which shall, after considering any representations that person or the Lead Officer may wish to make, determine whether or not to uphold the Lead Officer's determination.
- (vi) No elected members or officer of the Participating Authorities and no representative of the PATROLAJC shall have any claim by virtue of his position:
 - (a) to enter any land or buildings occupied by the PATROLAJC to which the public do not have access or to which such members, officer or representative do not regularly have access except with the permission of the Lead Officer;
 - (b) to exercise any power of the PATROLAJC to enter or inspect other land or buildings, except where specifically authorised to do so by the PATROLAJC ;
 - (c) to exercise any other power of the PATROLAJC;
 - (d) to issue any order with respect to any works which are being carried out by, or on behalf of, the PATROLAJC, or with respect to any goods or services which are being, or might be, purchased by the PATROLAJC
- (vii) The Proper Officer for the Purpose of Section 100F(2) of the Local Government Act 1972 and for the purposes of this standing order is the Lead Officer.
- (viii) For the purposes of this standing order a person has a pecuniary interest in a matter if, on the assumptions that he were a representative on the PATROLAJC, and that the matter were to be considered by the PATROLAJC, he would have to declare the interest under Section 94 of the Local Government Act 1972.
- (ix) Where any information is given to any person (including a member of the Participating Authorities, or any representative of the PATROLAJC) by the PATROLAJC or by one of the employees of the Lead Authority in the course of transacting any business of the PATROLAJC, and it is made clear (in whatever way)

that the information is given in confidence, that person is not entitled to make that information public without the consent of the PATROLAJC.

23. Suspension of Standing Orders

Any of the preceding Standing Orders may be suspended at any meeting so far as regards any business on the Agenda for such a meeting, providing that the majority of the representatives present and voting so decide.

24. Interpretation and Definitions

In these Standing Orders the following terms shall have the following meanings assigned to them:-

“Local Authority” means a local authority which is an enforcement authority for the purpose of Part 6 of the Traffic Management Act 2004 in relation to road traffic contraventions (of any description) or performing the functions of such an enforcement authority.

“The Agreement” means an agreement for Parking and Traffic Regulations Outside London Adjudication Joint Committee made between The Council of the City of Manchester, Hampshire County Council, Oxfordshire County Council and Denbighshire County Council

“Participating Authority” means any Local Authority then party to the joint arrangements contained in the Agreement

“Lead Authority” means such Participating Authority appointed as such pursuant to the Agreement

“Lead Officer” means the Chief Executive of the Council of the City of Manchester or such other officer of the Lead Authority nominated by him

“The Advisory Board” means the Board comprising the Lead Officer and other officers and other persons appointed by the PATROLAJC and may include sitting in an ex-officio capacity an official nominated by the PATROLAJC and may include sitting in an ex-officio capacity an official nominated by the DFT.

Schedule 5

PATROL ADJUDICATION JOINT COMMITTEE

FINANCIAL REGULATIONS

1. General

- 1.1 These Regulations should be read in conjunction with the Joint Committee's Financial Standing Orders and Rules of Financial Management contained within the Joint Committee's Agreement and the Scheme of Delegation to the Head of Service.
- 1.2 Where the Joint Committee has established a sub- committee whose terms of reference include delegated financial functions, or where there is a specific delegation to such a sub-committee, the reference to Joint Committee within the Regulations will include the sub-committee.
- 1.3 These Regulations lay down for the guidance of members and officers, principles to be followed in securing the proper administration of the Joint Committee's financial affairs and shall be reviewed by the Joint Committee on an annual basis.
- 1.4 The Head of Service, as the officer responsible for the administration of the Joint Committee's affairs, shall report to the Joint Committee any significant failure to comply with these regulations which comes to his/her attention.
- 1.5 The Head of Service shall be responsible for the accountability and control of all resources managed by him/her on behalf of the Joint Committee and will maintain a written record where decision making has been delegated to others.
- 1.6 The Head of Service will ensure the organizational structure provides an appropriate segregation of duties to provide adequate internal controls to minimize fraud or malpractice.
- 1.7 The Head of Service can allow exceptions to these Regulations if it is believed that the best interests of the Joint Committee would be served if the Regulations were not applied. A written record of these decisions must be kept and reported to the Joint Committee at the earliest opportunity.
- 1.8 Whenever any matter arises which may involve financial irregularity, the Head of Service shall be notified immediately, and if an irregularity is disclosed the matter shall, at the discretion of the Head of Service, and after consultation with the Joint Committee's Treasurer (the Lead Authority's S151 Officer), be referred by them to the Joint Committee. The Head of Service and the Joint Committee Treasurer will determine whether the matter should be referred to Internal Audit. Further in a case where the Head of Service advises that there is prima facie evidence of a criminal offence having been committed, the matter shall be reported to the Police forthwith.

2. Accounting Arrangements

- 2.1 The Statement of Responsibilities for the Statement of Accounts sets out the role of the Head of Service and the Treasurer.
- 2.2 The Treasurer to the Joint Committee is the responsible Financial Officer for the purposes of the Annual Return.
- 2.3 The Head of Service shall ensure that appropriate financial arrangements and procedures are in place on behalf of the Joint Committee in order that the Treasurer can be provided with the necessary accounting records.
- 2.4 The draft Annual Return must be approved by the Joint Committee at its June meeting.

- 2.5 The Head of Service will publish and make available a final accounts/audit timetable to member authorities following the June meeting of the Joint Committee.
- 2.6 The Head of Service, where applicable, shall be responsible for the submission of all claims for grant to Government Departments, or to the EU.

3. Banking Arrangements, Cheques and Purchase Cards

- 3.1 All arrangements with the Joint Committee's bankers, including the procedures for the ordering and safe custody of cheques and purchase cards, shall be made under arrangements approved by the Head of Service.
- 3.2 All cheques drawn on behalf of the Joint Committee shall be signed by the Head of Service and Finance Manager, except in their absence or in the case of personal expenses incurred by these post holders, in which circumstances, named signatories as approved by the Head of Service will provide signatures.
- 3.3 Purchase cards can be used to a pre-set limit of £50,000 per month and £15,000 per single transaction and will be used in accordance with agreed procedures including storage, authorized users and record keeping requirements.
- 3.4 Bank reconciliation will be undertaken on a monthly basis (within 30 days) and signed by two members of staff in accordance with the Bank Reconciliation Procedure with one signature being that of the Finance Manager.
- 3.5 The Head of Service will sign a summary sheet to ensure that bank reconciliations are completed in accordance with the financial regulations.

4. Revenue and Capital Budgets

- 4.1 The Head of Service, in consultation with appropriate Officers, shall prepare annual estimates of expenditure and income, including the proposals for the basis for defraying that expenditure through member authorities. The budget and the basis for defraying expenditure through member authorities must be approved by the Joint Committee by the end of January each year.
- 4.2 The Head of Service will provide a copy of the Joint Committee's approved budget to the Treasurer.
- 4.3 The Head of Service will monitor income and expenditure against the budget and will report to meetings of the Joint Committee showing budgeted, actual and where appropriate, projected expenditure.
- 4.4 The Head of Service shall be authorized to approve transfers between expenditure heads up to a maximum of £25,000. These transfers will be reported to the Joint Committee at the next available meeting as part of the budget monitoring arrangements.
- 4.5 Where it is anticipated that total expenditure will exceed the approved revenue budget by more than 2.5%, the Chair and Vice Chair of the Joint Committee should be notified by the Head of Service at the earliest opportunity following consultation with the Chair of the Advisory Board.

5. Income

- 5.1 The collection of all money due to the Joint Committee shall be under the supervision of the Head of Service.
- 5.2 All money received shall be without delay passed for payment to the Joint Committee's bank account.
- 5.3 The Head of Service shall be furnished with information to ensure the prompt rendering of accounts for the collection of income.
- 5.4 Following year-end, the Head of Service shall request a self-certification of penalty charge notices issued by member authorities.
- 5.5 The Head of Service shall report all bad debts to the Joint Committee for these to be written off. This report will include the cause of the bad debt and the recovering measures taken in accordance with the Debt Recovery Procedure.
- 5.6 Through regular budget monitoring reports, the Head of Service will apprise the Joint Committee of variations in achieved income in order that the Joint Committee can take appropriate actions in a timely manner.

6. Borrowing and Investments

- 6.1 The Joint Committee approves on an annual basis a Treasury Management Statement prepared with advice from the Treasurer. Where applicable, this will take into account any Joint Committee policies in relation to reserves.

7. Orders and Contracts

- 7.1 The Order Procedure includes the required procedures, record keeping and procurement thresholds. These procurement thresholds are set out below together with the responsibilities of the Head of Service and budget holders in procurement.

Up to £2,000, a written quotation submitted by the requisitioner and authorized by the Budget Holder.

Between £2,000 and £30,000 – three written quotations submitted by the Budget Holder.

£30,000 to EU threshold – formal tender process to at least three candidates authorised by the Head of Service.

EU threshold to £250,000 follow EU tender rules initiated by the Head of Service.

Only budget holders and staff who have received training in the order procedure may order goods or services.

The Head of Service will ensure that staff involved in procurement are aware of financial thresholds and the need for aggregation with single suppliers in respect of purchasing thresholds. Market testing will be undertaken on a three year cycle.

The Head of Service is required to obtain approval from the Joint Committee in respect of the supply of goods, services, materials, equipment, building and civil engineering works in excess of £250,000 per contract.

The Head of Service is required to obtain approval from the Joint Committee in respect of tenders of a sub contractor or supplier for specialist work or material in excess of £100,000 for which a prime cost sum is included in the main contract sum for services, building and civil engineering works.

7.2 The Head of Service has the authority to waive these rules (excluding those falling within the EU threshold) where the interests of the Joint Committee would be best served. Such circumstances would include where there is only one contractor that is able to provide goods and services or where the need for such goods and services was urgent and the above procedure would be detrimental to the Joint Committee. Forward planning and market testing will be deployed to ensure that cases of waiver are minimised. The Head of Service shall maintain a record of such decisions and report to the Joint Committee at the earliest opportunity.

8. VAT

8.1 The Head of Service will make arrangements for VAT to be reclaimed from the Joint Committee's Lead Authority on a quarterly basis.

9. Reserves

9.1 Where applicable, the Joint Committee will approve a Reserves Policy Statement on an annual basis. The Joint Committee will be asked to approve arrangements for placing elements of the reserve on deposit, with regard to ensuring sufficient cash flow and minimising risk.

10.0 Equipment

10.1 The Head of Service will ensure that all staff are aware of their responsibility for the security and proper recording of equipment under their control including their personal responsibility with regard to the protection and confidentiality of information whether held in manual or computerized records in accordance with the Information Security Policy. All equipment over £1,000 in value must be recorded in the Equipment Inventory in accordance with the Asset Management Policy. The Head of Service will all ensure that no Joint Committee equipment is subject to personal use by an employee without proper authorisation.

11.0 Insurance

11.1 The Head of Service shall in consultation with the Joint Committee's Treasurer, arrange such insurances as he/she considers necessary.

11.2 Officers shall give prompt notification to the Head of Service of all new risk or any alterations which may affect existing insurances.

11.3 Officers shall inform the Head of Service promptly in writing of any events which may involve the Joint Committee in a claim.

12. Risk

12.1 The Head of Service will present a Risk Register for review by the Joint Committee at each meeting in accordance with the Joint Committee's Risk Management Strategy. In addition the Head of Service will ensure that effective Business Continuity Planning arrangements are in place in accordance with the Joint Committee's Business Continuity Management Policy.

13. Internal Audit

13.1 The Joint Committee shall approve a 3 year Internal Audit Strategy and annual plans.

13.2 The Head of Service will, in accordance with the above strategy and plan, arrange for the internal audit of accounts and internal assurance framework of the Joint Committee. Internal audit is currently undertaken by the Lead Authority's Internal Audit Department.

13.3 The Head of Service will ensure that Internal Auditors have right of access to such records and explanations as they require to complete the work undertaken.

13.4 Audit Reports will be presented to the Joint Committee.

14. External Audit

14.1 The Joint Committee will be asked to approve the appointment of auditors.

14.2 The Head of Service will make such arrangements as are necessary to facilitate this audit.

14.3 The Head of Service will ensure that External Auditors have right of access to such records and explanation as they require to complete the work undertaken.

14.4 Audit Reports will be presented to the Joint Committee.

15. Petty Cash

15.1 The Head of Service shall make such arrangements as he/she considers necessary for defraying petty cash and other expenses by means of an imprest system in accordance with a procedure to be agreed with the Treasurer, should a petty cash imprest system be introduced.

16. Gifts and Hospitality Register

16.1 The Head of Service will ensure that a register is held for the purposes of recording gifts and hospitality and that staff are made aware of its existence.

17. Declaration of Interest

17.1 All staff with financial responsibilities will be required to complete a Declaration of Interest form on an annual basis at the end of each financial year. Members at each meeting will be provided with the opportunity to declare a pecuniary or non-pecuniary interest. The Head of Service will ensure that a register is held for the purposes of recording gifts and hospitality and that staff are made aware of its existence.

18. Anti-fraud, anti-corruption and whistleblowing

18.1 Compliance with these financial regulations is supported by policies and procedures in respect of anti-fraud, anti-corruption and whistleblowing. Where staff have concerns in this respect, they should approach their Line Manager, the Head of Service or if they wish to speak to someone external to the organization, they can contact the Audit Commission Whistleblowing Hotline on 0845 052 2646. The Head of Service will ensure that staff are aware of whom they contact both within and external to the organisation in these circumstances.

19. Document Retention

19.1 All financial documents will be retained for a period of six years in addition to the current year in accordance with the Document Retention Policy.

20. Review

20.1 These Financial Regulations will be reviewed by the Joint Committee on an annual basis.

21 Financial Regulations – related documentation

- (i) Financial Standing Orders and Rules of Financial Management contained within the Joint Committee Agreement

- (ii) The Scheme of Delegation to the Head of Service
- (iii) Code of Corporate Governance
- (iv) Treasury Management Statement (where applicable)
- (v) Reserves Policy Statement (where applicable)
- (vi) Responsibilities of the Joint Committee are set out in the Joint Committee Agreement.
- (vii) Terms of reference for the Executive Sub Committee (where applicable)
- (viii) Terms of reference for the Advisory Board
- (ix) Financial Regulations – Operational Procedures Manual containing all policies, procedures and guidelines to staff referenced within these Regulations.

22. Review and approvals

21 September 2010

28 September 2011

26 June 2012

25 June 2013

Schedule 6

Terms of appointment of the Lead Authority

1. The PATROLAJC agrees that the Lead Authority shall provide to the PATROLAJC such goods and services as the PATROLAJC may from time to time determine.
2. Without prejudice to the generality of **paragraph 1** of this **Schedule 6**, the Lead Authority shall provide staff for the performance on behalf of the PATROLAJC of the functions which are the subject of the arrangements established pursuant to this deed and may in particular:
 - 2.1 appoint, dismiss and discipline staff;
 - 2.2 meet the expenses of the PATROLAJC which relate to the provision of goods and/or services to the PATROLAJC;
 - 2.3 negotiate and execute contracts including but not limited to contracts for works;
 - 2.4 negotiate and enter into property transactions including but not limited to leases, licenses and wayleaves;
 - 2.5 give and procure administration support and professional advice including but not limited to legal, financial, surveying and personnel matters (including, for the avoidance of doubt, the procurement of external advisers to provide such administration support and/or professional advice); and
 - 2.6 such other goods and services as may be agreed with the Lead Authority and authorised by the PATROLAJC.
3. The PATROLAJC and the Lead Authority will enter into a non-binding service level agreement which, thereafter, will be reviewed on an annual basis and which will include:
 - 3.1 shared aims and principles;
 - 3.2 without prejudice to the generality of paragraph 2 of this Schedule 6, the services that the Lead Authority will provide to the PATROLAJC;
 - 3.3 the functions which the Lead Authority may at its discretion from time to time delegate to the Head of Service;
 - 3.4 the estimated costs of the services on an annual basis; and
 - 3.5 service reporting and review procedures.
4. The PATROLAJC and the Lead Authority shall jointly review the Lead Authority's role as such at the end of each five year period calculated from the Commencement Date until the Date of Resignation or the Date of Termination (whichever occurs first).
5. The PATROLAJC shall reimburse the Lead Authority all costs and charges incurred (including, for the avoidance of doubt, costs and charges of appointing external advisers) including value added tax charged at the current standard rate in the provision of goods and/or services to the PATROLAJC as Lead Authority within 30 days of receipt of an invoice submitted by the Lead Authority to the PATROLAJC.

6. The consideration payable to the Lead Authority pursuant to **paragraph 4** of this **Schedule 6** shall be subject to audit by the PATROLAJC and the Lead Authority shall upon request make available all accounts records and other documents reasonably required for such purpose.
7. The Lead Authority shall take all reasonable steps to protect the interests of the PATROLAJC and to keep the PATROLAJC fully informed of all acts or decisions undertaken by the Lead Authority in its role as Lead Authority.
8. The PATROLAJC shall fully and effectively indemnify and keep indemnified the Lead Authority on demand from and against all claims, demands, liabilities, damages, losses, costs and expenses arising out of:
 - 8.1 the giving of professional advice or its actions as Lead Authority. For the avoidance of doubt, such indemnity applies to the actions or omissions of the Lead Authority in relation to its management of employees, workers, officers and agents carrying out work for or under the direction of the Lead Authority and to the termination of the employment or engagement of any such employees, workers, officers and/or agents;
 - 8.2 the bringing and/ or defending (including settling) any claims, counterclaims, causes or rights of action or proceedings of whatsoever nature and howsoever arising (whether, at the date hereof, known or unknown, suspected or unsuspected, actual or contingent) which relate to the acts or omissions of any previous Lead Authority (including, but not limited to, any advice given by that previous Lead Authority to PATROL and/ or the Participating Authorities and whether or not such advice was procured from a third party);
 - 8.3 the actions or omissions of any previous Lead Authority in respect of any:
 - 8.3.1 employee or former employee of any previous Lead Authority;
 - 8.3.2 trade union or elected employee representative of any employee or former employee of any previous Lead Authority;
 - 8.3.3 worker or former worker of any previous Lead Authority;
 - 8.3.4 officer or agent of any previous Lead Authority;

where such claims demands costs and/or expenses relate to any claim or allegation that liability for such actions or omissions of any previous Lead Authority has transferred, transfers or will transfer to the Lead Authority by operation of the Transfer of Employment (Protection of Employment) Regulations 2006; any provision of European Community Legislation and/or any other provision whose purpose or effect is to transfer liability for such claims demands costs and/or expenses;
 - 8.4 in respect of any claim brought by any staff employed by the Lead Authority in its capacity as Lead Authority and/ or any claim brought by any adjudicator relating to the provision of (or failure to provide) pension benefits and premature retirement rights to any such person; and/or
 - 8.5 any Losses arising out of or in connection with any lease (including related refurbishment activities) entered into on behalf of PATROL save where such Losses arise from the fraud or wilful default of the Lead Authority (but excluding, for the avoidance of doubt, any wilful default of PATROL staff);

and this indemnity shall continue to apply notwithstanding termination of the arrangements established pursuant to this deed and/or the termination of this deed.

- 8A For the purposes of **paragraph 8.5** of this **Schedule 6** Losses shall mean all claims, demands, costs, liabilities and expenses (including but not limited to (i) the properly incurred costs of legal or professional services; (ii) any costs incurred by the Lead Authority as a result of PATROL failing to successfully enforce the terms of any appointment, collateral warranty or guarantee relating to all refurbishment activities; and (iii) the rent, service charge and other payments due to be made by the Lead Authority pursuant to the terms of any lease) whether arising under statute, contract or at common law.
9. The Lead Authority may in pursuance of the arrangements established pursuant to this deed and Section 120(4) of the Local Government Act 1972 acquire and dispose of land on behalf of the Participating Authorities.
10. Subject to **paragraph 11** of this **Schedule 6**, no property belonging to the Lead Authority including staff and premises provided by the Lead Authority for the use of the PATROLAJC shall become part of the assets of the PATROLAJC and for the avoidance of doubt neither the PATROLAJC nor any of the Participating Authorities shall acquire or be entitled to claim or seek to enforce any rights as to possession or otherwise in respect of such premises and possession of such premises shall be delivered when required by the Lead Authority.
11. Without prejudice to any other assets of the PATROLAJC, the following agreements shall be treated as assets of the PATROLAJC:
- 11.1 the lease in respect of part of the Second Floor, Springfield House, Water Lane, Wilmslow, Cheshire between (1) Cheshire East Council and (2) Orbit Developments (Manchester) Limited dated 15 February 2013 and any lease entered into by the Lead Authority in its capacity as Lead Authority for the purpose of the provision of accommodation for the PATROLAJC; and
- 11.2 contracts of employment of staff employed by the Lead Authority in its capacity as Lead Authority for the purpose of the provision of staff for the PATROLAJC.

Schedule 7

Memorandum of Participation in the PATROLAJC

- (A) Whereas [] Council is an enforcement authority for the purposes of Part 6 of the Traffic Management Act 2004 (the "**2004 Act**") or is performing the functions of such an enforcement authority.
- (B) And whereas Regulations made under the 2004 Act (the "**Regulations**") provide that the functions conferred on each Local Authority relating to adjudication and adjudicators shall be discharged by it through a joint committee set up in pursuance of arrangements entered into by it under sections 101(5) and 102(1)(b) of the Local Government Act 1972.
- (C) And whereas a number of Local Authorities have entered into an agreement for the establishment of a joint committee known as the Parking and Traffic Regulations Outside London Adjudication Joint Committee ("**PATROLAJC**").
- (D) And whereas it is expedient that other Local Authorities should have the opportunity of making similar arrangements to exercise their functions through the joint committee and the said agreement makes provision for such Local Authorities to join in the said arrangements by means of this Memorandum.
- (E) And whereas the said Local Authority wishes to enter into the same arrangements as govern the setting up of the PATROLAJC with those Local Authorities which are currently parties to the said arrangements and to that end wishes to become a party to those arrangements.
- (F) And whereas the said Local Authority is hereby acting in accordance with its own constitutional arrangements and under the provisions of section 101(5) of the Local Government Act 1972, section 20 of the Local Government Act 2000, sections 9EA and 9EB of the Local Government Act 2000 and any regulations made thereunder.

IT IS AGREED AS FOLLOWS:

1. In the signing of this Memorandum the [] Local Authority (the "**Joining Local Authority**") shall become a party to the joint arrangements set out in the agreement annexed at **Schedule 1** to this Memorandum as if the Joining Local Authority had been named as a party in the said agreement but subject only to the modifications contained in this Memorandum.
2. By signing this Memorandum the Joining Local Authority hereby agrees to be bound by the terms set out in the said agreement subject only to the following modifications:
 - 2.1 the agreement shall come into effect insofar as the Joining Local Authority is concerned only on the date the Joining Local Authority signs this Memorandum;
 - 2.2 the Joining Local Authority shall be liable to contribute under clause 5.1 of the agreement and in accordance with the terms of contribution currently in effect at the date of joining which have been agreed by PATROLAJC which have been notified to the Joining Local Authority by the Lead Officer in the letter which forms **Schedule 2** to this Memorandum.

[Signed]

Schedule 1

PATROLAJC Agreement

Schedule 2

Contribution letter

Schedule 8

Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

Between

Adjudicators of the Traffic Penalty Tribunal

And

**The PATROL ADJUDICATION JOINT COMMITTEE and
THE BUS LANE ADJUDICATION SERVICE JOINT COMMITTEE**

November 2012

INDEX

Section		Page
1	Introduction	3
2	Shared Aims	3
3	Overriding Principles	3
4	The Statutory Framework.....	4
5	Chief Adjudicator.....	5
6	Salaried Adjudicators	6
7	Judicial Leadership, Management and Discipline Functions.....	6
8	Removal of Adjudicators	6
9	Appeals and Judicial Matters	6
10	Lead Officer	7
11	Accommodation, administrative staff and facilities.....	7
12	Defraying the expenses of the tribunal	8
13	Advisory Board.....	9
14	Lead/Host Authority.....	9
15	Review Mechanism	10
	APPENDIX A Chief Adjudicator Role	11
	APPENDIX B Figurative representation of the roles referred to in the Memorandum of understanding.....	13

MEMORANDUM OF UNDERSTANDING

1. Introduction

This Memorandum of Understanding (MOU) is between:

- a) The Adjudicators
- b) The Parking and Traffic Regulations Outside London Joint Committee (PATROL) and the Bus Lane Adjudication Service Joint Committee (BLASJC)

The jurisdiction is England (outside London) and Wales. Legislation is devolved to Wales.

The purpose of this MOU is to clarify the relationship between the Adjudicators and the Joint Committees and promote mutual understanding of the duties and obligations to preserve judicial independence.

The MOU seeks to provide an instrument to support our understanding of how the Parking and Traffic Regulations Outside London Joint Committee Agreement will be delivered.

Not only must each party to the MOU perform their functions with a view to protecting the independence of the tribunal but must recognise that the public perception of independence is as important as de facto independence.

2. Shared Aims

The Adjudicators and Joint Committees are committed to a fair adjudication service for appellants including visible independence of adjudicators from the authorities in whose area they are working.

3. Overriding Principles

- 3.1 The overriding principle of this memorandum is that the Adjudicators are independent judicial office holders exercising a judicial function.
- 3.2 The Adjudicators are not employees of the Joint Committees. Together they constitute the independent and impartial tribunal for the determination of appeals made to them, as required by Article 6 of the European Convention on Human Rights. The Adjudicators and their administrative staff are, for convenience, described collectively as the Traffic Penalty Tribunal.
- 3.3 Neither the Chief Adjudicator (see paragraph 5 below) nor any other Adjudicator is answerable to the Joint Committees in any way as regards the performance of their judicial functions.
- 3.4 The Joint Committees has no remit to consider or influence decisions of adjudicators and the function of the adjudication service as an Independent Tribunal.

4. The Statutory Framework

4.1 The relationship between the Adjudicators and the Joint Committees is derived from and governed by the Traffic Management Act 2004 (TMA) and Transport Act 2000 (TA) and the regulations made under those two Acts which:

- a) establish the office of Adjudicator for parking appeals and bus lane appeals respectively
- b) prescribes the roles and responsibilities of the Adjudicators and the Joint Committees

4.2 The Joint Committees have been established to enable councils undertaking civil parking and bus lane enforcement to exercise their functions under

- a) Section 81 of the Traffic Management Act 2004 and Regulations 17 and 18 of the Civil Enforcement of Parking Contraventions (England) General Regulations 2007.
- b) Section 144 of the Transport Act 2000 and Regulation 11 of the Bus Lane Contravention (Penalty Charges, Adjudication and Enforcement (England) Regulations 2005.

These functions are exercised jointly in accordance with the other councils in accordance with the requirements of Regulations 16 and 12 respectively.

4.3 Wales has separate regulations for parking enforcement, the Regulations are The Civil Enforcement of Parking Contraventions (Penalty Charge Notices, Enforcement and Adjudication (Wales) Regulations 2008. Regulation 17 and 18 are mirrored by Regulations 9 and 10 in Wales, and Regulation 16 in England is Regulation 8 in Wales

4.4 The TMA and TA regulations require Enforcement Authorities in England and Wales (TA relates to England only) to establish Joint Committees on which are conferred certain functions relating to parking and bus lane appeals.

So far as the Adjudicators are concerned, the functions of the Joint Committees are as follows:

- a) With consent of the Lord Chancellor, appoint and reappoint Adjudicators
- b) Remove Adjudicators from office with the agreement of the Lord Chancellor and Lord Chief Justice
- c) Determine the place at which Adjudicators are to sit

The Joint Committees have formally delegated the above functions to the Chief Adjudicator (see Section 5 below).

The Joint Committees' functions also include:

- Providing or making arrangements for accommodation, administrative staff (and facilities) for the Adjudicators

- Defraying expenses incurred in the Adjudicators performing their function.

4.5 The Regulations also provide that:

- In accordance with such requirements as may be imposed by the Joint Committee, each Adjudicator shall make an annual report to the Joint Committees on the discharge of his/her function. The Joint Committees have agreed that this requirement will be fulfilled by the Chief Adjudicator.
- The Joint Committees shall make and publish an annual report in writing to the Secretary of State on the discharge of the Adjudicators and their functions.

5. Chief Adjudicator

5.1 There is no statutory provision for a President or Chief Adjudicator. Nevertheless, the Joint Committees and the Adjudicators have agreed:

- a) There is a need for a de-facto Chief Adjudicator
- b) The Joint Committees shall designate one of the Adjudicators to be the Chief Adjudicator
- c) The role and responsibilities of the Chief Adjudicator are set out at Appendix A and shall include all aspects of judicial leadership and management including the following functions that the Joint Committee have delegated to the Chief Adjudicator:
 - i) With the consent of the Lord Chancellor, the making of and reappointment of the part-time Adjudicator appointments, for a period not exceeding 5 years. Such appointments to be sufficient to meet the needs of the service, as appropriate.
 - ii) The determination of the terms and conditions applying to Adjudicators having regard to principles established for such judicial appointments and conduct by the Lord Chief Justice and Lord Chancellor.
 - iii) The determination of where Adjudicators shall sit.

It is also for the Chief Adjudicator:

- iv) To obtain such legal advice and representation necessarily required for the Adjudicators to perform their functions and to arrange for defense of any legal proceedings arising from the exercise of those functions, including the instruction of Counsel.
- v) To conduct and approve press and media relations relating to the Traffic Penalty Tribunal, including press conferences, publicity and public relations and Tribunal information and publications
- vi) To oversee promotion of the Traffic Penalty Tribunal

6. Salaried Adjudicators

- 6.1 The Chief Adjudicator and salaried Adjudicators have a contract of employment with the Host Authority (see section 14.0) for employment rights such as salary and pensions however they are not accountable to the Chief Executive of the Host Authority for the performance of their functions.

7. Judicial Leadership, Management and Discipline Functions

- 7.1 Neither the Joint Committees nor the Host Authority are liable for Judicial Leadership, Management and Discipline functions. However, the Joint Committees will nonetheless indemnify the Chief Adjudicator for any action taken against her/him in the performance of these judicial leadership duties.

8. Removal of Adjudicators

- 8.1 An Adjudicator may only be removed from office for misconduct or if unable or unfit to discharge his or her functions (s 81 (2) (d) Traffic Management Act 2004.

9. Appeals and Judicial Matters

- 9.1 Appeals are made to the Adjudicators and are their responsibility. They have a duty to ensure that appeals are dealt with in accordance with the requirements of Article 6 of the European Convention on Human Rights for a fair and public hearing within a reasonable time.

- 9.2 Judicial matters are entirely the responsibility of the Chief Adjudicator to determine.

These include:

- a) Monitoring and appraisal of adjudicators' competencies
- b) Adjudicator Training
- c) Dealing with judicial complaints and discipline
- d) Allocation of cases

- 9.3 The following are also matters for the Chief Adjudicator to determine:

- a) Administrative procedures
- b) Training requirements for Adjudicators
- c) Communications strategy

- 9.4 The Joint Committees would expect to be consulted to the extent that 9.2 have budgetary implications.

- 9.5 The Chief Adjudicator may delegate functions for the expeditious operation of the Tribunal.

10. Lead Officer

- 10.1 The PATROLAJC and BLASJC Agreements make provision for the appointment of a Lead Officer to whom functions are delegated pursuant to that Deed of Arrangement and the Standing Orders of the Joint Committees.
- 10.2 To maintain the independence and autonomy of the tribunal from the enforcement authorities the expectation is that the Joint Committees will request the Chief Executive of the Host Authority to nominate as Lead Officer the Head of Service, who will be responsible generally for delivering the delegated functions, and in particular to:
- (a) Be responsible for the administration of the Joint Committees and the Traffic Penalty Tribunal and provide for the Adjudicators on behalf of the Joint Committees, the accommodation, administrative staff and facilities. The Lead Officer has no remit to influence the decisions of the Adjudicators.
 - (b) Be responsible for ensuring that the Adjudicators requirements as set out in the Memorandum of Understanding with the Joint Committees are met within the Financial Regulations of the Joint Committee.
 - (c) Work in partnership with the Chief Adjudicator to ensure the vision, aims and objectives of the Tribunal are achieved
 - (d) Provide strong and strategic leadership to manage the support function for the Adjudicators to deliver an efficient service that ensures all appeals are held within legal requirements and performance criteria.
 - (e) Manage the Service Level Agreement with the Host Authority on behalf of the Joint Committees.

11. Accommodation, administrative staff and facilities

- 11.1 The Joint Committees have a statutory duty to provide accommodation, administrative staff and facilities for the Adjudicators sufficient to enable them to perform their functions in accordance with their duty as set out in Section 4 above.
- 11.2 The nature of administrative support (including staff, facilities and accommodation are for agreement between the Adjudicators and the Joint Committees, having regard to the Joint Committees' duty to the Adjudicators set out in Section 4 above
- 11.3 The accommodation and administrative staff provided for the Adjudicators by the Joint Committees in accordance with their statutory duties are, for convenience, along with the body of the Adjudicators whom they support, described collectively as the Traffic Penalty Tribunal. The Traffic Penalty Tribunal is not a legal entity.
- 11.4 The Joint Committees are responsible for the management of the accommodation and facilities including health and safety procedures for all users of the accommodation.
- 11.5 In accordance with the regulations made under the TMA and the TA, the Joint Committees are required to appoint one member of staff to fulfill the duties of the "Proper Officer" for the purposes of those regulations. It is anticipated that the Joint

Committees will consult with the Chief Adjudicator on the appointment of the Proper Officer.

- 11.6 The function of the staff, including the Proper Officer, is to support the Adjudicators in the performance of their function and to carry out such administrative tasks as the Adjudicators require in that connection. They act under the direction of the Adjudicators.
- 11.7 The Host Authority will provide contracts of employment for the staff provided by the Joint Committees to ensure their employment rights and obligations.
- 11.8 For the purposes of employment rights and obligations, while some of the employment policies of the Host Authority will apply, it should be recognized that the tribunal staff are performing duties stemming from the procedural regulations that govern the tribunal, or under the delegation of Adjudicators, the latter takes precedence.
- 11.9 The Joint Committees will ensure that staff provided for the Adjudicators carry out their functions effectively and efficiently and are responsible for their:
- a) Recruitment
 - b) Training
 - c) Line Management
 - d) Appraisal
 - e) Disciplinary procedures, including considering complaints, grievances etc.

The staff will be selected by open recruitment (except where specifically agreed by the Chief Adjudicator) for skills, experience and aptitude to administer the tribunal in accordance with the regulation governing the tribunal procedure. The Chief Adjudicator will be consulted on the appointment of senior posts and staffing structures.

When the tribunal staff are performing these functions, management instructions will support and underpin the directions of the adjudicator.

These functions are delegated to the Joint Committees' Lead Officer in consultation with the Chief Adjudicator.

- 11.10 There is an expectation that Tribunal HR policies should be formulated in consultation with the Host Authority but there is not an expectation that the policies of the Host Authority will automatically be adopted. Policies need to be fit for purpose for a national Tribunal, with particular regard to Wales, and its procedural regulations.

12. Defraying the expenses of the tribunal

- 12.1 The Joint Committees are responsible for defraying the expenses incurred in the Adjudicators performing their functions.

12.2 Consequent upon the duty specified in paragraph 12.1, the Joint Committees are responsible for:

- a) approving the budget for the Tribunal and determining the contribution for member authorities.
- b) financial control, management and monitoring

The Joint Committees will consult the Adjudicators in approving the budget and will otherwise consult with them as may be appropriate for the proper discharge of these functions.

13. Advisory Board

13.1 The Joint Committees' Standing Orders provide for the Joint Committees to establish and appoint an Advisory Board comprising such officers and persons appointed by the Joint Committees to advise them on their functions .

13.2 The purpose of the Advisory Board is to assist and advise the Joint Committees on the overall policies and strategies for administering the adjudication service and on their responsibilities under the Traffic Management Act 2004 and Bus Lane Contraventions, (Penalty Charges, Adjudication and Enforcement)(England) Regulations 2005.

13.3 The Advisory Board has no remit to consider or influence decisions of adjudicators and the function of the adjudication service as an Independent Tribunal.

13.4 The diversity of membership of the Advisory Board including judicial expertise and consumer representation strengthens the scrutiny function it performs, is fundamental to the independence of the governance of the tribunal, and is of mutual benefit to the Adjudicators, the Joint Committees and Host Authority.

14. Lead/Host Authority

14.1 While the Joint Committees have statutory duties and identities, they do not have corporate status and therefore cannot contract or hold property in their joint names; consequently they will appoint one of the authorities to hold property as trustee for the other constituent authorities comprising the joint committees, and act as agent to enable goods and services to be secured by Joint Committees. This authority, known as the Lead or Host Authority, may itself provide such goods and services as the PATROLAJC may from time to time determine.

14.2 For the purposes of this Memorandum, to assist our understanding of the duties and obligations to preserve judicial independence, the Lead Authority will be referred to as the Host Authority.

14.3 The expectation is that the relationship between the Lead Authority and both the Joint Committees and the Tribunal will replicate that of an arms length body, with the Lead Authority providing services and advice as required.

14.4 The services provided by the Lead Authority, enabling the Joint Committees to provide the resources to the Adjudicators as identified in this Memorandum of Understanding, will be supported by a Service Level Agreement with the Joint Committees.

14.5 The period of tenure for the Lead Authority is five years.

14.6 For the purposes of this MOU the expectation is that the Lead/Host Authority is Cheshire East Council.

15. Review Mechanism

15.1 The MOU will be reviewed by the Adjudicators and the Joint Committees on an annual basis. This review will inform the annual review of the service level agreement between the Joint Committees and the Lead Authority.

15.2 Should the Chief Adjudicator have any concerns about matters impacting upon the independence of the Adjudicators, this will be brought to the immediate attention of the Chairs of the Joint Committees and/or their Advisory Board.

APPENDIX A

CHIEF ADJUDICATOR ROLE

Introduction

The Chief Adjudicator's role is to recruit, lead and manage the Adjudicators with the aim of delivering a fair, timely and efficient adjudication service. In so doing, the responsibility of the Chief Adjudicator shall include the following:

1. Arrange the recruitment of an appropriate number of Adjudicators
2. Advise the Joint Committees on the removal of Adjudicators where necessary
3. Advise the Joint Committees on the reappointment of Adjudicators
4. Arrange appropriate induction and continuing training for Adjudicators, supplemented by appropriate guidance materials
5. Ensure the independence of Adjudicators
6. Monitoring, mentoring and appraisal of Adjudicators
7. Represent the Adjudicators in dealing with others, including:
 - i) The Joint Committees
 - ii) Government
 - iii) The press
8. Ensure proper rules of procedure and practices and promote consistency in their application.
9. Establish appropriate delegation in respect of the Chief Adjudicator and Adjudicator functions for the expeditious operation of the tribunal.
10. Ensure that administrative provision for Adjudicators is adequate and appropriate.
11. Deal with complaints against Adjudicators in accordance with the Adjudicators' Judicial Complaints Protocol, and other disciplinary matters
12. Provide guidance and support to individual Adjudicators
13. Deal with representation of Adjudicators in the event of a judicial review of their decision or other legal proceedings arising from the performance of their function.
14. Allocation of cases
15. On behalf of the Adjudicators, and in fulfillment of their obligation to the Joint Committees to report annually, author and present an annual report to the Joint Committees on the discharge by the Adjudicators of their functions with a view to its subsequent publication to the Secretary of State.

16. Keep the Joint Committees informed of all legal matters affective implementation and maintenance of the adjudication system.

APPENDIX B

FIGURATIVE REPRESENTATION OF THE ROLES REFERRED TO IN THE MEMORANDUM OF UNDERSTANDING

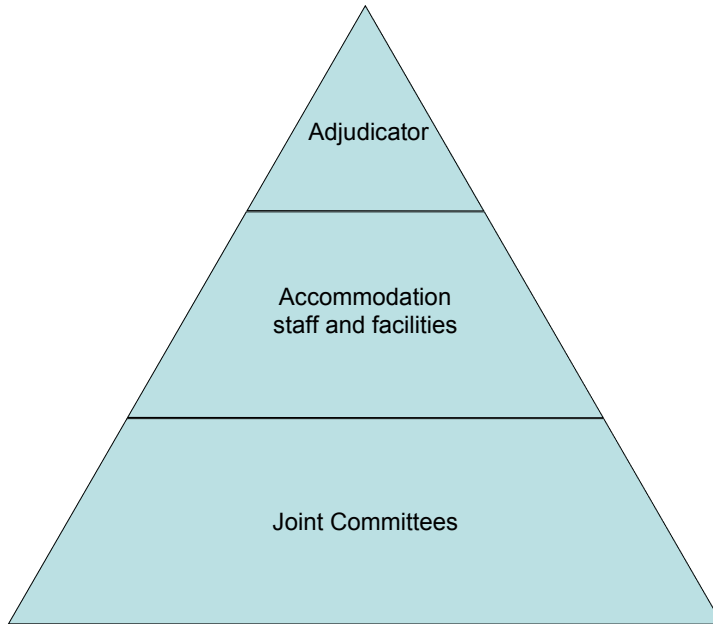


Fig 1. Provision of Services to Adjudicators

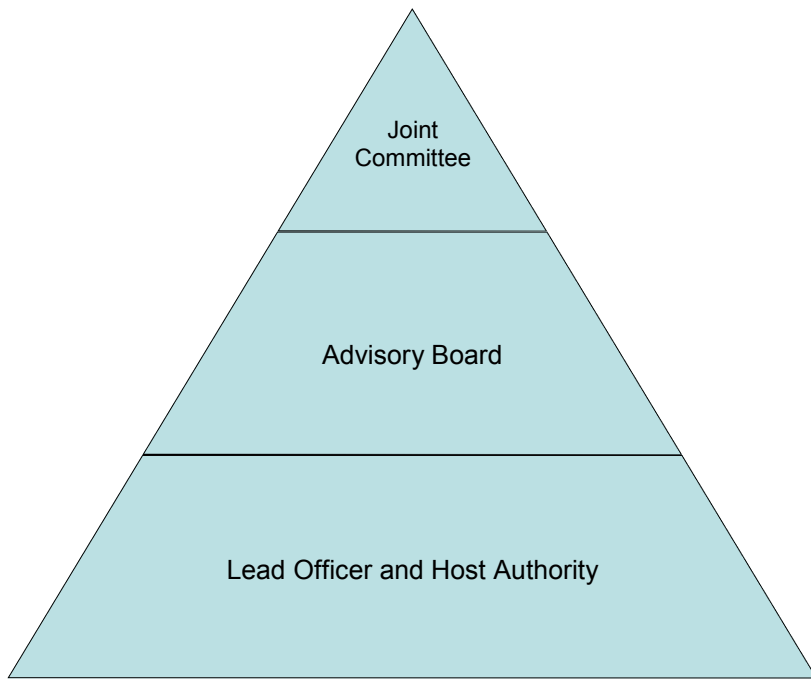


Fig 2. Governance Structure

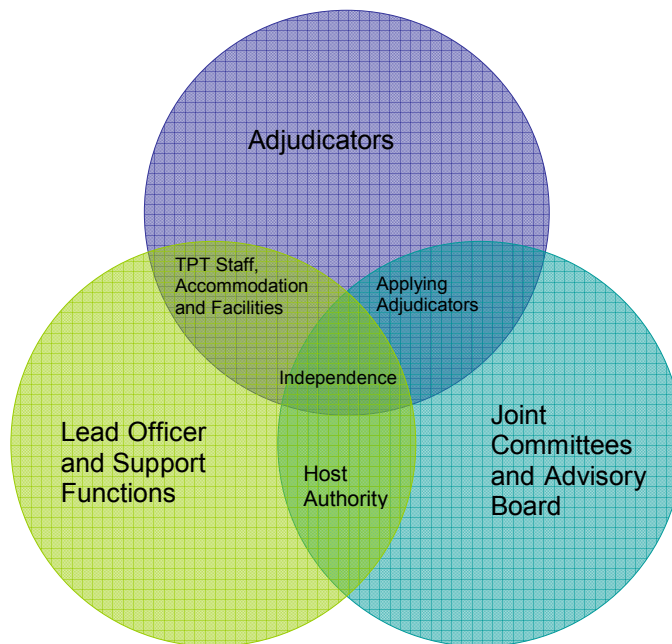


Fig 3. Overview of Joint Committee Relationships

Subject:	PROCUREMENT OF A PAYROLL SERVICE AND SYSTEM
Meeting and Date:	Cabinet – 3 March 2014 Scrutiny (Policy & Performance) Committee – 11 March 2014
Joint Report of:	Donna Reed, Director of Shared Services and Juli Oliver-Smith, Head of EK Human Resources
Portfolio Holder:	Portfolio Holder for Corporate Resources and Performance
Decision Type:	Key
Classification:	Unrestricted

Purpose of the report:	To seek Cabinet approval to commence the procurement of a payroll service and system by East Kent Services
-------------------------------	------------------------------------------------------------------------------------------------------------

Recommendation:	<ol style="list-style-type: none"> 1. Members delegate the approval of the business case to the Chief Executive, in consultation with the Leader and Portfolio Holder for Corporate Resources and Performance. 2. That subject to the business case: <ol style="list-style-type: none"> (a) The principle of direct procurement and management of a payroll service and system be approved (b) That Chief Executive be authorised in consultation with the Director of Shared Services to approve the continuation of the procurement process for the purchase and management of a payroll service and system, including the specification, selection of successful tenderer and contract award. (c) That the Chief Executive be authorised in consultation with the Director of Shared Services to agree with KCC the operative date of termination of the existing Collaboration Agreement for the provision of a payroll Service and system and also to take any consequential action to enable this to happen in harmony with the implementation of the new system whilst protecting the continuation of an effective payroll.
------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

1. Summary

The participating authorities in EK Human Resources (“EKHR”) have their payroll service and system provided by KCC. This report outlines the procurement process by which the provision of payroll and HR will be secured for the next five years. Subject to the business case this report seeks authority to terminate the arrangements with KCC and bring them into East Kent Services. It outlines the process by which this will be done and the advantages of so doing.

2. Introduction and Background

Background EKHR

- 2.1 As part of the East Kent Shared Services Vision, EKHR was created as a HR Shared Service Partnership in September 2009 with the service “going live” in January 2010. Human Resources was identified as one of the first shared services in a drive for efficiency, value for money and to provide resilience.
- 2.2 Since April 2011 the leadership and management of EKHR and EK Services has been drawn together on an informal basis with the Head of EKHR reporting into the Director of Shared Services for leadership, direction and support. The Chief Executives of the three authorities participating in these joint arrangements are minded to bring forward recommendations in due course that this arrangement should be formalised and the management of EKHR absorbed by EKS. Reports will be put forward to the Councils in the near future seeking formal approval to move the current hosting arrangements for EKHR from Dover District Council to Thanet District Council with the associated transfer of staff. This should not be taken as meaning that the EKHR staff who are currently based in Dover’s offices will be relocated and indeed, there are no current plans for relocation.

Background Payroll and System Collaboration

- 2.3 As part of the original set up of the East Kent HR Partnership KCC was given delegated powers to purchase and implement a HR/Payroll integrated system and provide the payroll service to the participating districts. The Payroll Collaboration agreement with KCC can be brought to an end on the 30 September 2014. The agreement between KCC and the system provider ends on 31 December 2014.
- 2.4 There is a requirement to continue to provide the ability to record and pay salaries and member’s allowances on behalf of the Districts and an on-going provision is therefore required for both a system and a payroll service.

3. Identification of Delivery Options

- 3.1 In view of the ongoing requirement of the Council’s for a payroll and HR system it is necessary to consider the options for future provision. These can broadly be summarised as either continuing with the current collaboration with KCC and seeking a fresh system contract and/or provider at the end of the contract period or, alternatively, procuring and managing the system directly through EKHR/EKS.
- 3.2 Dealing with a system provider through an intermediary limits flexibility in making changes to the system to cater for a constantly changing workforce. For this reason the EKHR team have been developing a model for direct procurement and management of an integrated HR and payroll system which is simpler to operate and more efficient to manage. Subject to the business case, this is the recommended delivery model which is anticipated to deliver a more flexible and effective solution as well as budget savings.

Identification of System Options

- 3.3 The EKHR team, have undertaken some soft market testing to look at options that meet the core needs of the Districts as defined by Client Officers which are:

- payroll data and processing
- HR data and processing, including Workforce and Manager reports
- Online Holiday & Sickness Absence, Overtime and Expenses
- An off the shelf system that can be managed with internal resources
- All major legislative changes included in product licence costs (with only major policy or organisational changes requiring development).

3.4 EKHR, subsequently identified some further key requirements which are:

- Off-the-shelf system that meets the core needs of all participating Councils
- Standard interfaces for finance systems
- Mass data upload ability
- System set up needs to enable a single team (with required separation of duties) to manage both Payroll and HR data entry

3.5 The soft market testing has enabled EKHR to identify that the system market has evolved considerably. The market now offers systems which can support complex organisations such as EKHR and the participating Councils. It was also noted that the cost of these systems appears to have reduced since the last procurement exercise in 2009.

3.6 The Councils also now have the added benefit of the shared ICT functions operating alongside the HR function to support the HR/Payroll System.

4. **Evaluation of Options**

Benefits of the Payroll service coming under EKS direct management

4.1 The current delegation of the Districts' payroll functions to KCC requires the active support of EKHR. The resource to manage this service is not insignificant and could be considered a duplication of effort. By removing this responsibility from KCC and putting direct management of this service under EKS there would be direct management and responsibility of the service, which is provided directly to the Districts with no duplication.

4.2 Management of the system by EKS would enable resources to be better organised to allow such matters as legislative changes to be brought into effect within the agreed budget.

4.3 In order to comply with the timetable for European procurement processes and to ensure that the system is purchased on time, the procurement process has already been commenced. If Members are unpersuaded of the benefits of the proposals contained in this report, the procurement process can still be terminated with minimal cost to the Councils.

Approval of Details

4.4 Learning from the previous system implementation and the significant challenge of trying to design a technical system with large groups of stakeholders the approach that has been favoured by Chief Executives is to request delegation from Council to each of them, in consultation with the Director of Shared Services, to be responsible for the sign off of technical specifications project and the procurement process within the cost range and financial agreements outlined within this paper.

- 4.5 A project of this sort, with its attendant technical complexities and a number of partners requires decisions to be taken on a number of detailed matters. If Members are content with the principles outlined in this report it is recommended that each Chief Executive should be delegated the power to approve matters on behalf of their authorities in consultation with the Director of Shared Services. These matters would include approval of specification, selection of tender, approval of business case and contract award.

5. **Resource Implications**

Financial Considerations

- 5.1 It is proposed that the system would be purchased by Thanet District Council as host. Over a five year period the estimated cost of the procurement of the current service for all the partners from KCC is circa £1m. Therefore before procurement can be completed, the business case will need to demonstrate that the cost of the new system including allowance for unquantified costs and contingency will provide a reasonable saving, in aggregate and also for each partner, over the five years of the service, although it is quite possible that the new system will have a longer life than 5 years and will continue to provide savings..
- 5.2 The purchase, development and implementation costs will be met in equal shares by all three partners. Canterbury and Dover will meet this by way of capital contribution out of revenue.
- 5.3 Service Costs will be treated as per the current agreement.
- 5.4 Should the collaboration end earlier than anticipated, arrangements dealing with the termination of the system and service will be dealt with through the revised EKS collaboration agreement between the parties which will incorporate the EKHR service. These arrangements will help protect Thanet District Council as hosts from bearing a disproportionate share of any termination costs.

Withdrawal from Current KCC Collaboration

- 5.5 The District/County Collaboration Agreement which established the joint arrangements with KCC for the provision of the payroll service and the system is expressed to be of a five year duration from its commencement date. However, its terms provide for it to continue on beyond the five year period unless and until the parties agree terms for its termination. Subject to the business case, it is therefore recommended that each Chief Executive be authorised in consultation with the Director of Shared Services to agree with KCC the operative date of termination of the existing Collaboration Agreement for the provision of a payroll Service and system and also to take any consequential action to enable this to happen in harmony with the implementation of the new system whilst protecting the continuation of an effective payroll.
- 5.6 In exiting from the KCC contract there should be no financial implications in relation to the cessation, although we would anticipate costs to support the transfer of knowledge/data.
- 5.7 At this time we do not believe, with the information we have, that there is any TUPE implication, however this is a risk that will have to be monitored and managed if required.

6. **Corporate Implications**

- 6.1 Comment from the Section 151 Officer: The S151 Officer has been consulted in the production of this report, and subject to production of a robust business case, has no further comments to add at this stage. (MD)
- 6.2 Comment from the Solicitor to the Council: The Solicitor to the Council has been consulted in the production of this report, and subject to production of a robust business case, has no further comments to add at this stage.
- 6.3 Comment from the Equalities Officer: This report does not specifically highlight any equalities implications however, in discharging their responsibilities members are required to comply with the public sector equality duty as set out in section 149 of the Equality Act 2010 <http://www.legislation.gov.uk/ukpga/2010/15>.

7. **Appendices**

None.

8. **Background Papers**

None.

Contact Officer: Donna Reed or Juli Oliver-Smith

Subject:	DOVER PRIORY STATION MULTI-STOREY CAR PARK
Meeting and Date:	Cabinet – 3 March 2014
Report of:	Nadeem, Aziz, Chief Executive
Portfolio Holder:	Councillor Paul Watkins, Leader of the Council
Decision Type:	Non-Key
Classification:	Unrestricted

Purpose of the report:	To approve a grant of £100,000 to Network Rail to be paid from the Growth Point Account on completion of the scheme.
-------------------------------	----------------------------------------------------------------------------------------------------------------------

Recommendation:	That a grant of £100,000 be made as a contribution to Network Rail to enable them to acquire third party land and undertake the construction of a Multi-Storey Car Park at Dover Priory Station, Dover.
------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

1. Summary

The provision of an improved car parking facility at Dover Priory Station is a critical infrastructure component for the Dover growth and regeneration agenda and is essential to support and encourage the on-going use of the High Speed Javelin Train Service. A grant of £100,000 to Network Rail will ensure that lengthy negotiations can be concluded with the adjacent land owner and enable the project to proceed.

2. Introduction and Background

- 2.1 The arrival of the High Speed Javelin Service to Dover in September 2009 has played a major role in Dover's regeneration and growth agenda going forward. Aside from substantially improving journey times between Dover and St Pancras, it has instilled a level of investment confidence on a number of key initiatives, supporting the LDF allocations, while creating the opportunity for increased investment into the future.
- 2.2 Following the success of the service to Dover, with the support of KCC, South-eastern Railways also extended the service on a peak time basis to Deal and Sandwich on a trial basis which has been extended until autumn 2014. The case for further extensions and expansion of the service will form part of the future timetable and Franchise discussions.
- 2.3 Network Rail, the Department for Transport (DfT) and South-eastern Railways collectively recognise the importance of increasing car parking capacity at Dover Priory as a catalyst for regeneration. Aside from the immediate importance of the HS Service to the Dover growth agenda, the ongoing success of the Enterprise Zone at Sandwich is linked to proposals to further reduce the journey time to East Kent which will ultimately have further benefits for Dover.
- 2.4 A key concern for the HS Service from Dover has centred on the lack of suitable parking in proximity to the station; there currently being only 29 spaces available. As a result, significant operational problems and obstructions have occurred on the

surrounding road network over time, at one point leading to the local transport operator, Stagecoach, to consider withdrawing bus services. Intermediate interventions have been made by DDC to extend waiting periods in the closest car parks to Dover Priory to help encourage use of the HS Service while providing some limited relief to local residents from long stay on street parking associated with the station.

- 2.5 Working with Network Rail, and South-eastern Railways, an initial DfT grant of £4m was secured to contribute to the provision of additional car parking at Dover Priory. This was subsequently reduced to £3.5m subject to match-funding from Network Rail who needed to secure approvals through their internal business and investment models, together with additional land owned by an adjacent landowner required for the scheme.
- 2.6 A key requirement to proposals going forward was to recognise the form and function of Dover Priory as part of the High Speed Network. Through work with transportation consultants advising Network Rail, it became apparent that significant customer migration was taking place to other locations better served with existing (or proposed) parking facilities. It was recognised, however, that this situation could be reversed if appropriate parking facilities were provided at Dover Priory, which could then operate as an area wide rail head into the future. Supporting measures such as the introduction of a Controlled Parking Zone would need to be investigated to ensure that the station and surrounding road network works for the benefit of all parties.
- 2.7 Securing the continuance of the High Speed Service through further car parking improvements at Dover Priory is a key priority for the Council. Network Rail, South-eastern Railways, DfT and KCC collectively support the project. Cementing the service at Dover also supports the continuance of the service to Deal and Sandwich while helping to make the case for enhancements through the new Franchise in due course.

3. The Scheme Proposals

- 3.1 Proposals for a Multi Storey Car Park on the western side of Dover Priory have been prepared following extensive dialogue between Network Rail and the adjacent land owner who owns the former Goods Yard Shed site. Outline scheme preparation and design work, including a number of pre-planning and investment discussions, has been undertaken through a collaboration Agreement between the parties.
- 3.2 Although the conversion of the outline scheme proposals through to a full planning application has not yet materialised, due to the continuance of ongoing negotiations between the parties around budget pressures, good progress has recently been made, assisted by the prospect of DDC's intervention. Further pressures around the ongoing maintenance of the DfT grant and target for completion of the scheme by end of March 2015 are also driving the need for early resolution.
- 3.3 Through negotiation with Network Rail it has been agreed that, subject to approval being received, the DDC grant would be paid on completion of the project.

4. Programme and Future Activity

- 4.1 The next stage in the process is for Network Rail through the terms of their collaboration agreement with the landowner to submit a final pre-application submission prior to the formal application.

- 4.2 Network Rail has recently confirmed the following headline milestones for the programme:

Pre-App submission – 10 March
Full Planning submission – 22 April
Commencement of construction – August
Completion of Project – March 2015

5. Identification of Options

- 5.1 To make a grant payment to Network Rail.
5.2 To not make a grant payment to Network Rail.

6. Evaluation of Options

- 6.1 The Council has power to make this grant by virtue of section 1 Localism Act 2011 (Local authority's general power of competence)
6.2 The making of a grant payment to Network Rail will result in the scheme proceeding and is therefore the preferred option.
6.3 To not make a grant payment will result in scheme failure.

7. Resource Implications

- 7.1 The grant contribution is to be financed by £100,000 from the Growth Point Capital Account. As at 10 February 2014 the Growth Point Capital Grant had a balance of £132,319 prior to the allocation of £100,000 to this scheme.
7.2 The estimated cost to introduce a controlled parking zone/residents scheme in this area will be £5,000. This will be met from within the existing parking services budget.

8. Corporate Implications

- 8.1 Comment from the Section 151 Officer: Funding for the £100k grant will be financed from the Growth Point reserve. The use of this reserve for purposes such as this was approved in the Medium Term Financial Plan. (MD)
8.2 Comment from the Solicitor to the Council: The Solicitor to the Council has been consulted in the preparation of this report and has no further comments to make.
8.3 Comment from the Equalities Officer: This report does not specifically highlight any equalities implications however, in discharging their responsibilities members are required to comply with the public sector equality duty as set out in section 149 of the Equality Act 2010 <http://www.legislation.gov.uk/ukpga/2010/15>

9. Appendices

None

10. Background Papers

DDC Files

Contact Officer: Tim Ingleton, Head of Inward Investment

Subject:	SILVER SCREEN CINEMA, DOVER
Meeting and Date:	Cabinet – 3 March 2014
Report of:	Roger Walton, Director of Environment and Corporate Assets
Portfolio Holder:	Councillor Paul Watkins, Leader of the Council
Decision Type:	Non-Key
Classification:	Unrestricted

Purpose of the report: To seek agreement to the allocation of funds to support the installation of digital projection equipment in the Silver Screen Cinema in Dover.

Recommendation: Cabinet are requested to:

- (1) Approve the procurement and installation of new digital projection and Dolby 5.1 sound systems in the Silver Screen Cinema, Dover
- (2) Approve allocation of £20k from the Capital contingency as match funding towards the £40k cost of installation.

1. Summary

The Silver Screen cinema in Dover is owned by Dover District Council and is run under the terms of a licence agreement. The cinema is equipped with a 35mm film projector and as the distribution of mainstream films will stop later this year, the cinema will not be able to continue to operate unless it is re-equipped with new digital projection and Dolby 5.1 sound systems. The report seeks Cabinet approval to procure and install new digital projection and Dolby 5.1 sound systems and request Cabinet to allocate £20k as match funding towards the £40k cost of installation. It is hoped that the balance will be met by Dover Town Council who have been approached and are considering a request for funding for the digitisation of the cinema.

2. Introduction and Background

- 2.1 The Silver Screen cinema sits within the Discovery Centre complex. It is owned by Dover District Council and was, until recently, leased to Alexander (Sandy) Wallace. The lease has now been revoked and the cinema is now run under licence by Mr Wallace. The museum derives a small income from this licence.
- 2.2 The cinema is currently equipped with a 35mm film projector. Film distribution of mainstream films in 35mm is already reducing and will we understand cease later this year as digital becomes the standard format.
- 2.3 Therefore, for the cinema to continue to operate it needs to be re-equipped with new digital projection and Dolby 5.1 sound systems. If this is not done then mainstream films can no longer be shown in this cinema. Planning permission was granted on 24 January 2014 for the redevelopment of the Dover Town Investment Zone, which

includes a multiplex cinema as part of the proposals. This new facility will show mainstream general release films. Building work has not yet commenced and so without intervention there will be a gap in the provision of mainstream film in Dover. This will impact upon the night time economy of Dover.

3. Identification of Options

- 3.1 Option 1: Do nothing.
- 3.2 Option 2: Install Digital projection within the cinema – This is the preferred option.
- 3.3 Option 3: Convert the space so that it can be put to another use.

4 Evaluation of Options

- 4.1 Option 1: Do nothing. The cinema would close and stand empty, although it could be utilised as an education room for Dover Museum.
- 4.2 Option 2: Install Digital projection within the cinema. The installation of digital projection equipment within the cinema will allow it to show commercial films and be used to benefit the community
- 4.3 Discussions have been held with Dover Town Council regarding a proposed joint project, the first step in which would be to upgrade the cinema to show films in digital formats. This project would have two strands. The first would be to move quickly to fill the gap between the cessation of mainstream 35mm film distribution and the opening of the new multiplex. The second would be to build on work already done by Mr Wallace, and establish niche community audiences at Dover for films not in the mainstream.
- 4.4 This latter opens up possible funding streams in the arts sector and gives the cinema a credible future following the building of the new multiplex. The provision of digital projection would permit much wider use of the cinema. The annual Dover film festival is a tradition in the town stemming from the films of Ray Warner. A digital cinema will enable the festival to broaden its programme and appeal. The historic Ray Warner films that have now been digitised with grant money from Dover Town Council will be able to be shown, and films that complement exhibitions can be aired. The cinema will be able to be used for lectures and events during the day and the possibility of showing foreign language films to engage with the Eastern European population of Dover opens up.
- 4.5 It is proposed that the 35mm film equipment is retained alongside the new digital equipment so that historic film can be shown in its original format.
- 4.6 Developing this proposal will need further work. However, the need to progress with the installation of digital projection equipment has become more pressing due the imminent changes in film supply arrangements.
- 4.7 Option 3: Convert the space so that it can be put to another use. Possible uses include:

Museum temporary exhibition space/meeting hall

The space lends itself to use by others as an exhibition space and perhaps by the museum for specific separate exhibitions that are charged for and/or are open at

different times to general opening. The separate access and alarm system makes this quite straightforward to do. The use of events in the space to market the museum would be a very valuable addition to what is already possible. However the raked seating would need to be removed and the space refitted.

Permanent Gallery

The space could be used as above and the existing temporary exhibition space turned into a permanent exhibition or this space could be used as a permanent gallery. Both approaches have merit in that they allow more material to be displayed. However the raked seating would need to be removed and the space refitted.

Theatre

The raked seating lends itself to consideration of uses such as a small theatre. However there are no changing or storage spaces and there is no room at the front of the cinema to install a stage. This use should probably be ruled out.

Education room

The museum has an education room under the Bronze Age Boat Gallery. As part of the lease arrangement with KCC when the White Cliffs Experience was transferred to them another, unspecified space for the use of museum education was reserved in the new Discovery Centre. There may be an argument for releasing KCC from this agreement. However such a move would not add anything to the offer at the museum, and as the space in the Discovery Centre is offered at no cost there seems little advantage in following this route. However this would involve no capital outlay.

Coffee shop

The space does not lend itself to a commercial let. It would need to have the raked seating removed and be completely refitted. This would need to be franchised out. There are existing coffee shops in the Market Square that are popular. The location of the cinema does not lend itself to conversion into a café. I doubt that it would be able to compete and would therefore not be a profitable venture.

Shop

The space does not lend itself to a commercial let. It would need to have the raked seating removed and be completely refitted.

Artist's Studio

The raked seating would need to be removed and the space refitted. It is likely that this could only be let on a peppercorn rent.

Office space

The cinema could in theory be converted to office space but fit out would be expensive and there is already oversupply in Dover.

5. Resource Implications

- 5.1 Three specialist companies have quoted for re-equipping the cinema. The range of prices is between £36,000 and £45,000. There is no stream of external grant funding

that can be applied to this, but Dover Town Council have informally expressed interest in a joint project although this has yet to be considered formally by DTC.

- 5.2 The closure of the cinema would lead to a loss of revenue of £3,400 for the museum. Additional museum revenue may be generated in the future by utilising the cinema for showing historic films and by enlarging the existing film festival. This is not possible to quantify at this juncture.

<i>Capital/Major Revenue Project Expenditure</i>	<i>2013/14 £000</i>	<i>Total £000</i>
Expenditure	40	40
Income	20	20
Net Capital Investment	20	20
Increase/(decrease) in budget requirement (9)	20	

6. Corporate Implications

- 6.1 Comment from the Section 151 Officer: Upgrading of the projection and sound equipment in the cinema is not included in the 2013/14 capital programme, and will therefore be funded by capital contingency. There is currently £68k in capital contingency, and so the £20k for the DDC share of the project can be financed.

In considering the proposals it has been assumed that the equipment will be DDC owned, and will remain in the cinema if the current operator does not continue to work under licence, and that the DDC capital commitment of £20k is conditional upon the contribution from Dover Town Council.

In considering whether to approve the capital expenditure Members may wish to consider the future of the cinema including:

- the viability of the current operation
- the number of people who visit the cinema for the current programme and the anticipated audience size for a new programme of niche arts and foreign language films, and other events, when the multiplex cinema starts operation
- the uses to which the cinema could be put, and the value to the Council of the projection and sound equipment, should the cinema not continue to operate
- the expected life of the new equipment. (MD)

- 6.2 Comment from the Solicitor to the Council: The Solicitor to the Council has been consulted in the preparation of this report and has no further comments to make.

- 6.3 Comment from the Equalities Officer: The Equality officer has been consulted during the development of this report and has no further comments to make other than to remind members that in discharging their responsibilities they are required to comply with the public sector equality duty as set out in section 149 of the Equality Act 2010 <http://www.legislation.gov.uk/ukpga/2010/15>

7. Appendices

None

8. Background Papers

None

Contact Officer: Jon Iveson, Head of Museums and Tourism - 01304 201066



COMMITTEE SECTION ONLY	
Decision No:	<u>DPH07</u>
Notification Date:	<u>22/01/14</u>
Implementation Date: (unless called in)	<u>23/01/14</u>
Call-in:	<u>No</u>

**Notice of Decision Taken by Portfolio Holder/Leader of the Council
Between Meetings of the Cabinet**

(Please read the attached guidance notes before completing this notice)

A. Decision taken by: Councillor Paul Watkins, Leader of the Council

B. Part of the Constitution authorising decision:

Part 3 (Responsibility for Functions); Section 3C; paragraph 13 (Responsibility for Executive Functions)

C. (a) Subject (including whether it is a Key Decision and included within the Notice of Forthcoming Key Decisions):

Signing of the Accord De Partneriat/Partnership Agreement

(b) Is the decision likely to disclose exempt information?

No

D. Decision:

For Dover District Council and the Agglomeration Cap Calaisis to sign a partnership that is shaped around a strategic plan to reinforce the attractiveness of their respective areas by the development of a centre for cross-border resources.

E. Reason(s) for decision (including why the decision cannot wait until the next meeting of Cabinet (or Council where appropriate)):

The signing of the Accord De Partneriat/Partnership Agreement will enable both the Cap Calaisis and Dover District Council to work together on shared ambitions for the future. The Partnership consists of two key features: the first focuses on the creation of "the centre" and the second is a strategic plan or working framework.

"The Centre" will be a one stop shop providing information that informs and supports both the public and the private sector in dealing with cross-border issues, promoting a dialogue that generates new ideas and responds to the needs of the residents.

A diagnostic assessment of both Calais and Dover districts has been done highlighting both the assets and the areas in need of development. The result of this assessment shows that both districts have areas of outstanding natural beauty and a rich history. However,

currently both areas are suffering with high unemployment, high levels of economic and social deprivation and are prone to flooding.

In order to promote the attractiveness of the areas and develop the areas in need of development, the Partnership has broken down the issues highlighted by the diagnostic assessment and placed tangible actions that will address these issues. To reduce unemployment emphasis has been placed both on the need to help small businesses expand and explore cross-border markets, and to improve skills and education by encouraging young people to study technical trades and learn languages. Utilising the assets of the areas is to be done by the creation of green spaces and investment in local heritage. To promote this investment, different IT solutions are to be developed that promote the areas, both to the residents who will be able to learn more about their own culture and also across the channel. This will improve cross-border ties and will enable the residents to exchange cultures.

To preserve both areas and limit pollution, the Partnership agrees to encourage the use of renewable energies, and communal transport is to be promoted as a viable alternative to personal transport.

The Partnership Agreement is to be signed at the annual Ceremonie de Veoux on 23 January 2014 by Councillor Paul Watkins and President Blet on behalf of both partners. For this reason, the Chairman of the Council has been requested to suspend call-in.

F. Details of alternative options considered and rejected:

None.

G. Any interest declared by the decision-taker or any Executive Member who is consulted by the decision-taker:

None.

H. Where a conflict of interest has been declared, details of any dispensation granted by the Monitoring Officer:

None.

I. Background Documents:

Accord de Partneriat/Partnership Agreement.

J. Decisions within the Budget or Policy Framework taken by the Portfolio Holder (or Leader of the Council) between Meetings of the Cabinet (Part 3, Section 3C, paragraph 13 - General Responsibilities Delegated to All Members of the Executive)

I confirm that the decision-taker has taken the decision in consultation with me.

Not applicable (as the decision is being signed by the Leader).

Signed: _____ Dated: _____
(Leader of the Council or Deputy)

K. Decisions outside the Budget or Policy Framework taken by the Portfolio Holder (or Leader of the Council) between Meetings of the Council (Part 4, paragraph 4 – Budget and Policy Framework Procedure Rules)

Please give reasons why it is not practical to convene a quorate meeting of the Council or General Purposes Committee to take the decision.

Not applicable.

I have given my consent to the decision being taken as a matter of urgency.

Signed _____ Dated: _____
(Chairman of the relevant Scrutiny Committee)

L. Urgent decisions not subject to call-in

I confirm that this decision is an urgent one and should not, therefore, be subject to call-in.

Yes/No

Signed: _____ Dated: _____
(Decision-taker)

On the advice of the decision-taker, I agree that the decision is reasonable in all the circumstances and, as a matter of urgency, should not be subject to call-in.

Yes/No

Signed: _____ Dated: _____
(Chairman/Vice-Chairman/Head of Paid Service or their nominee)

(Please note that M-O relate to Key Decisions not in the Notice of Forthcoming Key Decisions (Part 4; Rules 15 and 16 of the Access to Information Procedure Rules))

M. Reason(s) for General Exception/Special Urgency (i.e. why the decision was not included in the current Notice of Forthcoming Key Decisions and why it would be impracticable to defer the decision until the period covered by the next Notice)

Not applicable.

N. Notice of use of General Exception Procedure (to be followed where at least five clear days will have elapsed between issuing a General Exception Notice and informing the Chairman of the relevant Scrutiny Committee, and the Key Decision being taken)

I have informed the Chairman of the relevant Scrutiny Committee.

Not applicable.

Signed: _____ Dated: _____

O. Agreement to use of Special Urgency Procedure (to be followed where it is not possible to give five clear days' notice that a Key Decision will be taken)

I agree that the taking of the decision cannot reasonably be deferred.

Not applicable.

Signed: _____ Dated: _____
(Chairman of the relevant Scrutiny Committee)

Signed: _____ Dated: _____
(Decision-Taker)