

DATED

2013

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DEED

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

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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

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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**

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## 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**

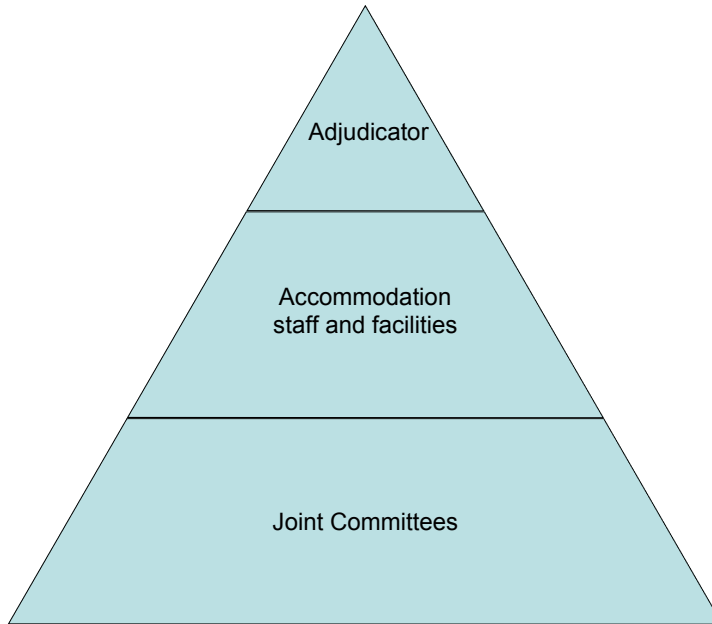
The Chief Adjudicator's role is to recruit, lead and manage the Adjudicators with the aim of delivering a fair, timely and efficient adjudication service. In so doing, the responsibility of the Chief Adjudicator shall include the following:

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.

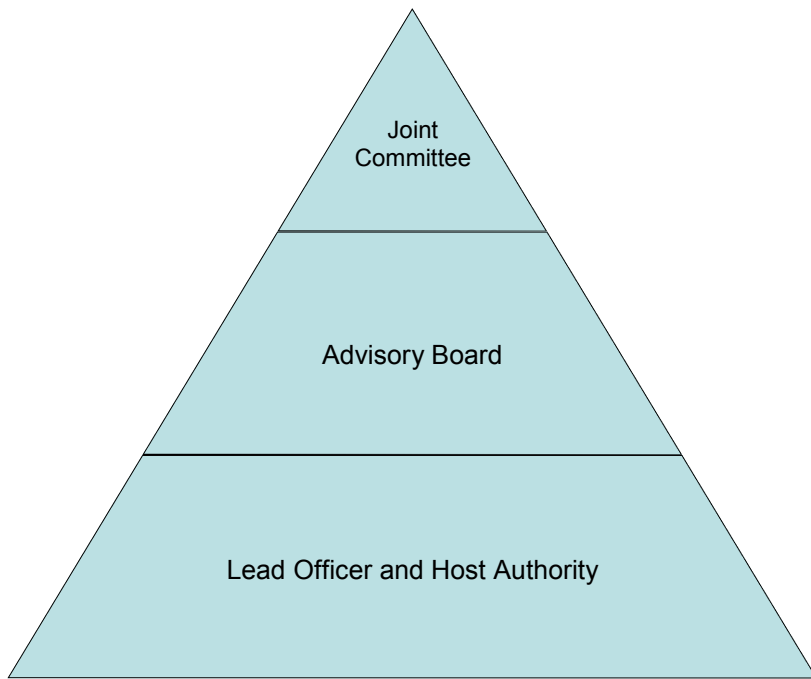
16. Keep the Joint Committees informed of all legal matters affective implementation and maintenance of the adjudication system.

**APPENDIX B**

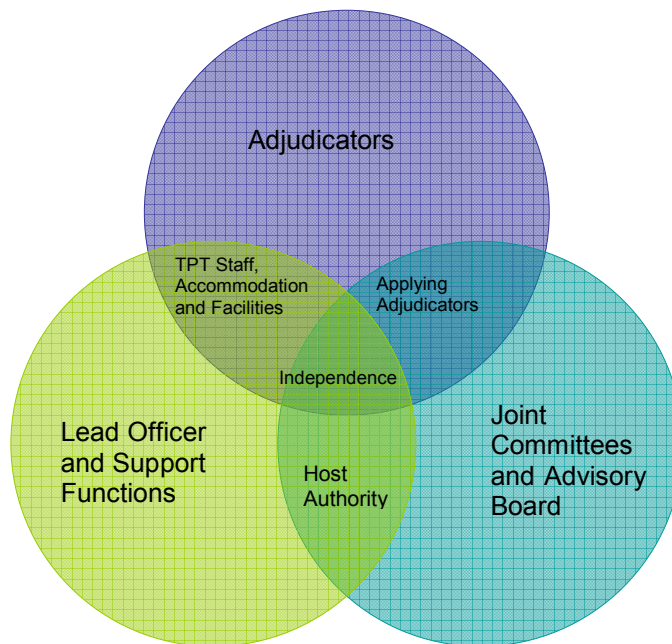
**FIGURATIVE REPRESENTATION OF THE ROLES REFERRED TO IN THE MEMORANDUM OF UNDERSTANDING**



**Fig 1. Provision of Services to Adjudicators**



**Fig 2. Governance Structure**



**Fig 3. Overview of Joint Committee Relationships**