

**MEMORANDUM OF PARTICIPATION IN THE BUS LANE ADJUDICATION SERVICE JOINT  
COMMITTEE**

**SANDWELL METROPOLITAN BOROUGH COUNCIL**

**RECITALS**

- (A) By an order under the provisions of The Transport Act 2000 (the "**2000 Act**") Sandwell Metropolitan Borough Council has been designated as an "Approved Local Authority" for the purpose of section 144 of the Transport Act 2000.
- (B) The Bus Lane Contraventions (Penalty Charges Adjudications and Enforcement) (England) Regulations 2005 (the "**Regulations**") provide that the functions conferred on each Local Authority under regulation 11 of the Regulations shall be discharged by it through a joint committee set up in pursuance of arrangements entered into by it under section 101(5) of the Local Government Act 1972.
- (C) A number of Local Authorities have entered into a deed of arrangements for the establishment of a joint committee known as the Bus Lane Adjudication Service Joint Committee ("**BLASJC**").
- (D) 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 deed of arrangements makes provision for such Local Authorities to join in the said arrangements by means of this memorandum.
- (E) The said Local Authority is desirous of entering into the same arrangements as govern the setting up of the BLASJC 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) 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 and any regulations made thereunder.

**IT IS AGREED AS FOLLOWS:**

- 1. In the signing of this memorandum Sandwell Metropolitan Borough Council (the "**Joining Local Authority**") shall become a party to the joint arrangements set out in the agreement forming **Schedule 1** to this memorandum as if the Joining Local Authority had been named as a party in the said deed of arrangements 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 deed of arrangements 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 deed of arrangements and in accordance with the terms of contribution currently in effect at the date of joining which have been agreed by BLASJC which have been notified to the Joining Local Authority by the Lead Officer in the letter which forms **Schedule 2** to this memorandum.

GIVEN under the ~~Corporate~~ Common Seal of ~~Sandwell Metropolitan Borough Council~~  
this 8<sup>th</sup> day of September 2016. **THE BOROUGH COUNCIL OF SANDWELL**



THE CORPORATE COMMON SEAL of )  
SANDWELL METROPOLITAN BOROUGH COUNCIL )  
was hereunto affixed in the presence of : - )

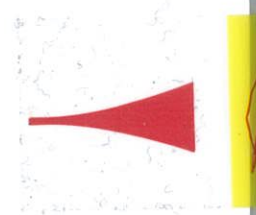
THE COMMON SEAL of  
THE BOROUGH COUNCIL OF SANDWELL  
was hereunto affixed in the presence of :-



55694



LEGAL MANAGER  
(Authorised Signatory)



Joint Committee Services  
Springfield House, Water Lane,  
Wilmslow, Cheshire SK9 5BG  
Tel: 01625 445565  
[www.patrol-uk.info](http://www.patrol-uk.info)

The Joint Committee of England and Wales  
for the civil enforcement of  
**Parking and Traffic Regulations Outside London**

24<sup>th</sup> August 2016

Pardip Sharma  
Legal Officer  
Sandwell MBC  
Sandwell Council House  
Oldbury  
West Midlands  
B69 3DE

**PATROL**

Dear Pardip

**Bus Lane Enforcement Powers  
Bus Lane Adjudication Service Joint Committee Service Charges  
Sandwell Metropolitan Borough Council**

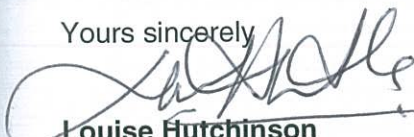
The Lead Authority (Cheshire East Council) will be writing to you shortly to make arrangements for your council to become a party to the Joint Committee agreement.

The Joint Committee has determined the proportion in which expenses will be defrayed by member authorities for the period as follows.

Charge Type	Charge applicable 01/04/16 to 31/03/17
Annual Fee	£nil
PCN Fee	£0.40
Appeal Case Fee	£nil

I trust this is satisfactory however if you have any queries, please do not hesitate to contact me.

Yours sincerely

  
**Louise Hutchinson**  
**Director**

Direct Line: 01625 445566  
Email: [lhutchinson@patrol-uk.info](mailto:lhutchinson@patrol-uk.info)

DATED 3 December 2014

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DEED

relating to Bus Lane Adjudication Service Joint Committee

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N A B A R R O

125 London Wall  
London EC2Y 5AL

Tel: +44 (0)20 7524 6000

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## DEED

DATE

3 December

2014

### PARTIES

The Local Authorities listed in **Schedule 1** to this deed in pursuance of arrangements made under section 144 of the Transport Act 2000 (the "**2000 Act**"), sections 101(5) and 101(5B) of the Local Government Act 1972, section 20, section 9EA and section 9EB of the Local Government Act 2000, The Bus Lane Contraventions (Penalty Charges, Adjudication and Enforcement) (England) Regulations 2005 (the "**Regulations**"), The Bus Lane Contraventions (Approved Local Authorities) (England) Order 2005 (as amended), the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000, the Local Authorities (Goods and Services) Act 1970, section 1 of the Localism Act 2011 and all other enabling powers.

### RECITALS

- (A) The Secretary of State has approved under the provisions of the Bus Lane Contraventions (Approved Local Authorities) (England) Order 2005 (as amended) (inter alia) the Local Authorities listed in **Schedule 1** to this deed as "Approved Local Authorities" for the purpose of section 144 of the Transport Act 2000 (civil penalties for bus lane contraventions).
- (B) Regulation 12 of the Bus Lane Contraventions (Penalty Charges, Adjudication and Enforcement) (England) Regulations 2005 provides (inter alia) that the functions conferred on the Local Authorities under regulation 11 of the said Regulations shall be discharged by them through a joint committee set up under section 101(5) of the Local Government Act 1972.
- (C) It is expedient that provision should be made to enable other Local Authorities on whom functions under regulation 11 of the Regulations 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 in relation to whose area the Secretary of State has made an order under sections 144 (3)(b) and (14) of the 2000 Act;
  - (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 a deed dated 12 June 2006 and/or memoranda of participation



entered into pursuant and annexed to that deed, 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 (F)** above by means of a resolution of the BLASJC dated 25 June 2013 and the consent in writing by at least 75 per cent of the Participating Authorities.

## **IT IS AGREED AS FOLLOWS:**

### **1. DEFINITIONS AND INTERPRETATION**

- 1.1 The following definitions apply in this deed:

**"Adjudicators"**

means those persons engaged by the BLASJC 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;

**"Bus Lane Adjudication Service Joint Committee" or "BLASJC"**

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, including those set out in Schedule 3 (Functions), and the expression BLAS shall be construed accordingly;

**"BLASJC Reserve Fund"**

means the funds made available to BLASJC (whether from the BLASJC's own reserves or the PATROLAJC Reserve Fund) for the purpose of indemnifying the Lead Authority in accordance with paragraph 8 of Schedule 6 where insurance is unavailable;

**"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 BLASJC;

**"Head of Service"**

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

**"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 BLASJC pursuant to this deed and to Standing Orders set out in **Schedule 4** to this deed;

**"Local Authorities"**

means those local authorities who are specified in the Bus Lane Contraventions (Approved Local Authorities) (England) Order 2005 (as amended) or any other local authority designed as an "Approved Local Authority" in any order made subsequently under sections 144(3)(b) and (14) of the 2000 Act which has functions conferred on it under regulation 11 of the Regulations;

**"Memorandum of Participation"**

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

**"Participating Authority"**

means a Local Authority which is or becomes party to the arrangements established pursuant to this deed or under **clause 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 Reserve Fund"**

means the fund established by PATROLAJC named the "General Reserve" fund in the PATROLAJC's annual Reserves Policy Statement whose funds would indemnify the Lead Authority where required in accordance with paragraph 8 of Schedule 6 where insurance is unavailable, and whose level of reserves is maintained at the level recommended annually by the PATROLAJC's Reserves Policy Statement.

**"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 BLASJC;

**"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 BLASJC at its annual meeting or as otherwise amended from time to time by the BLASJC.

- 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 these functions.



## 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 a deed dated 12 June 2006 and/or memoranda of participation pursuant and annexed to that deed.
- 2.4 It is acknowledged that BLASJC 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. BLASJC

- 3.1 The Participating Authorities acknowledge that the BLASJC has been established as a joint committee for the purpose of exercising the functions conferred upon it.
- 3.2 The composition of the BLASJC shall be one Representative from each Participating Authority appointed in accordance with **Schedule 2** of this deed.
- 3.3 The BLASJC 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 BLASJC shall comply with the Standing Orders.
- 3.5 The BLASJC shall comply with the Financial Regulations.
- 3.6 The BLASJC may arrange for the discharge of any of the functions conferred on it by a sub-committee of it or by an officer of any of the Participating Authorities or by the Head of Service.
- 3.7 The BLASJC 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 BLASJC for this purpose.

## 4. LEAD AUTHORITY

- 4.1 The BLASJC appoints Cheshire East Council ("**CEC**") to act as Lead Authority as successor Lead Authority to the Council of the City of Manchester for the purposes 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 BLASJC 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 BLASJC) to the BLASJC 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 BLASJC ("**Date of Resignation**") and the BLASJC 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 BLASJC 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 BLASJC) 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 BLASJC ("**Date of Termination**") and the BLASJC 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 BLASJC) in such proportions as may be determined from time to time by the BLASJC.
- 5.2 The BLASJC shall not later than 31 January in each year adopt a budget of estimated expenditure by it for the ensuing year commencing on 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 BLASJC 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 7** 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 BLASJC 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 BLASJC; 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 BLASJC (other than data supplied to the BLASJC 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 BLASJC.

## **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 BLASJC without the prior written consent of the BLASJC.

## **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 BLASJC shall the withdrawal entitle that Participating Authority to any repayment of contributions made to the budget of the BLASJC.
- 9.3 Subject to **clause 9.2**, 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 BLASJC; 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 BLASJC and the assets of the BLASJC shall then be realised and the proceeds of the BLASJC shall be applied in discharge of the liabilities of the BLASJC 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 BLASJC) 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 written consent of a simple majority of those voting at a duly convened meeting of the BLASJC.

## **13. ADDITIONAL LOCAL AUTHORITIES**

Any Local Authority in respect of whom an order has been made under sections 144 (3) and (14) of the 2000 Act shall on the date agreed between that Local Authority and the Lead Officer and evidenced by a Memorandum of Participation in executed or signed on behalf of the relevant Local Authority and annexed hereto become party to the arrangements established pursuant to this deed and from that date shall be bound by 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 BLASJC.

## **14. NOTICES**

14.1 Any notice to be given to the BLASJC or to any Participating Authority shall be sufficiently given if sent by first class letter, facsimile transmission or email to the Town Clerk, Secretary or Head of Service of the Participating Authority concerned or the Lead Officer of the BLASJC (as appropriate);

- 14.2 If any notice is sent in accordance with 1.1, it shall, subject to proof to the contrary, be deemed to have been received by the Participating Authority or the BLASJC (as the case may be) on:
- 14.2.1 the second business day after the date of posting;
  - 14.2.2 on successful transmission of a facsimile if transmitted before 4pm on a business day and otherwise at 9am on the next business day;
  - 14.2.3 on the sending of an email if sent before 4pm on a business day and otherwise at 9am on the next business day.
- 14.3 To be effective, such notice or communication must be sent to the most recent address, facsimile number or email address notified to the other party.

## **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 BLASJC.

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

## **Schedule 1**

### **Participating Authorities**

1. Bath and North East Somerset
2. Bedford Borough Council
3. Birmingham City Council
4. Bournemouth Borough Council
5. Bradford City Council
6. Brighton & Hove City Council
7. Bristol City Council
8. Bury Council
9. Cheshire East Council
10. City of York Council
11. Coventry City Council
12. Essex County Council
13. Gloucestershire County Council
14. Hampshire County Council
15. Hertfordshire County Council
16. Kent County Council
17. Leeds City Council
18. Leicester City Council
19. Liverpool City Council
20. Luton Borough Council
21. Manchester City Council
22. Medway Council
23. Middlesbrough Council
24. North Tyneside
25. Nottingham City Council
26. Oxfordshire County Council



27. Plymouth City Council
28. Reading Borough Council
29. Salford City Council
30. Sheffield City Council
31. Somerset County council
32. South Tyneside Council
33. Stoke-on-Trent City Council
34. Stockton on Tees Borough Council
35. Swindon Borough Council
36. Walsall MBC
37. West Berkshire Council

## Schedule 2

### Composition of membership of BLASJC

1. The BLASJC 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.
2. 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 BLASJC and the identity of any substitute representative.
3. 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 BLASJC.
4. The term of office of a Representative shall be from the date of the first meeting of the BLASJC held after the notification by the appointing Participating Authority of the appointment of the Representative until the earlier of:
  - 4.1 termination of the appointment of the Representative by the appointing Participating Authority; or
  - 4.2 the Representative 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.
5. 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 BLASJC**

The functions of the BLASJC 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 purpose of the Transport Act 2000;
2. to appoint a proper officer and deputy of BLASJC;
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 BLASJC to perform as they from time to time consider appropriate, provided that the BLASJC agrees to such associated functions.

## **Schedule 4**

### **Standing Orders**

#### **THE BUS LANE ADJUDICATION SERVICE JOINT COMMITTEE'S**

#### **STANDING ORDERS 2014/15**

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1. Chair and Vice-Chair

The BLASJC at its first meeting and subsequently on an annual basis shall (a) elect from one of its representatives a Chair and Vice-Chair and (b) appoint Auditors.

2. Duration of Appointments

- (i) Each representative on the BLASJC shall hold office from the date of the first meeting of the BLASJC following his appointment to the date of the next annual meeting of the BLASJC 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 Chair and Vice-Chair 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 BLASJC;
- (ii) An Advisory Board may be appointed by the BLASJC comprising the Lead Officer, such other officers of the Participating Authorities and other persons appointed by the BLASJC and a representative nominated by the Department for Transport (DFT) as set out in the MOU between the Joint Committee and the Secretary of State. The Advisory Board shall be entitled to depute one or more of their number to attend and advise at meetings of the BLASJC.

4. Meetings and Agenda

- (i) A meeting of the BLASJC may be called at such date, time and place:
  - a) at the instance of the Chair; or
  - b) as may be determined by the BLASJC; or

c) by a requisition, signed by not less than one half of the representatives of the BLASJC 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 BLASJC 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 Chair 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 BLASJC the Chair, if present, shall preside. If the Chair is absent the Vice-Chair, if present, shall preside. If both the Chair and Vice-Chair are absent the meeting shall elect a Chair from one of its representatives. For the purposes of these Standing Orders references to the Chair, 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 within the remit of BLASJC to be placed on the Agenda of the BLASJC. 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 have access a copy of the Agenda, papers and minutes of the proceedings of the BLASJC.

(v) The Lead Officer shall not less than seven clear days before the intended meeting of the BLASJC: -

(a) Circulate a notice thereof to each Participating Authority representative on the BLASJC 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 Chair, to attend and address the meeting for not more than ten minutes and to answer questions from representatives on the BLASJC for a further ten minutes.

- (vii) A representative of the DFT may attend the meetings of the BLASJC 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 Chair or Vice Chair 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 BLASJC is unable to be present at a meeting of the BLASJC, 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 BLASJC 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 BLASJC shall declare and vote as the Participating Authority representative on the BLASJC. 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 BLASJC
- (ii) The Chair shall have discretion to alter the order in which business is taken at the meeting.

8. Minutes

- (i) Minutes of every meeting of the BLASJC or any Subcommittee shall be submitted to and signed at the next following meeting of the body concerned.
- (ii) The Chair 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 Chair shall sign the Minutes.

9. Sub-Committees

- (i) The BLASJC 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 Chair shall have a second or casting vote.
- (iii) On the requisition of any representative provided it is supported by at least two others 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 BLASJC shall be one tenth 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 but in the event not less than three.

- (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. Any matters of urgency will be considered under Standing Order 16.

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 Chair and direct any speech to the question under discussion. If two or more representatives indicate they wish to speak the Chair 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 BLASJC.
- (v) No representative shall address the BLASJC 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 them in the current debate, which may appear to have been misunderstood. The

ruling of the Chair 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 BLASJC has disposed of every amendment previously moved, provided that the Chair 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 BLASJC proceed to the next business
  - (d) that the BLASJC do now adjourn

If such a motion is seconded, the Chair, 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 BLASJC shall stand deferred until the next meeting of the BLASJC unless requested to be dealt with as an urgent matter; or

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

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

- (x) If the Chair is of the opinion that the matter before the BLASJC has been sufficiently discussed they may put the motion that the question now be put
- (xi) The Chair shall decide all questions of order and any ruling by the Chair 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 BLASJC 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.

Exempt information means information falling with the following categories (subject to any condition):

**Category**

- 1. Information relating to any individual.
- 2. Information which is likely to reveal the identity of an individual.
- 3. Information relating to the financial or business affairs of any particular person (including the authority holding that information).

“financial or business affairs” includes contemplated, as well as past or current, activities

**Condition**

Information is exempt if and so long, as in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

Information is exempt if and so long, as in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

Information is exempt if and so long, as in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

Information within paragraph 3 is not exempt if it must be registered under:

- (a) the Companies Act 1985;
- (b) the Friendly Societies Act 1974;
- (c) the Friendly Societies Act 1992;
- (d) the Industrial and Provident Societies Acts 1965 to 1978;
- (e) the Building Societies Act 1986; or
- (f) the Charities Act 1993.

- |   |   |
|---|---|
| <p>4. Information relating to any consultations or negotiations, or contemplated consultations or negotiations, in connection with any labour relations matter arising between the authority or a Minister of the Crown and employees of, or office-holders under the authority.</p>          | <p>Information is exempt if and so long, as in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.</p> |
| <p>"labour relations matter" are as specified in paragraphs (a) to (g) of section 218(1) of the Trade Unions and Labour Relations (Consolidation) Act 1992, i.e. matters which may be the subject of a trade dispute within the meaning of that Act or any dispute about any such matter.</p> |   |
| <p>5. Information in respect of which a claim to legal professional privilege could be maintained in legal proceedings.</p>   | <p>Information is exempt if and so long, as in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.</p> |
| <p>6. Information which reveals that the authority proposes:</p> <p>(a) to give under any enactment a notice under or by virtue of which requirements are imposed on a person; or</p> <p>(b) to make an order or direction under any enactment.</p>   | <p>Information is exempt if and so long, as in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.</p> |
| <p>7. Information relating to any action taken or to be taken in connection with the prevention, investigation or prosecution of crime.</p>   | <p>Information is exempt if and so long, as in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.</p> |

#### 14. Disorderly Conduct

- (i) If the Chair is of the opinion that a representative has misconducted, or is misconducting himself by persistently disregarding the ruling of the Chair or by behaving irregularly, improperly or offensively or by wilfully obstructing the business of the BLASJC they may notify the meeting of that opinion and may take any of the following action either separately or in sequence:-
- (a) they may direct the representative to refrain from speaking during all, or part of the remainder of the meeting
  - (b) they may direct the representative to withdraw from all or part of the remainder of the meeting
  - (c) they may order the representative to be removed from the meeting



(d) they 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 Chair, renders the due and orderly dispatch of business impossible, the Chair, in addition to any other power invested in the Chair, may without question, adjourn the meeting for such periods as in the Chair'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 BLASJC, the Chair may warn that person to stop. If the person continues the interruption, the Chair 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 Chair 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 BLASJC then he shall consult the BLASJC's Chair. If the Chair or in the absence of the Chair or the Vice-Chair 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 BLASJC.

(ii) All decisions taken under this Standing Order shall be reported to the next meeting of the BLASJC.

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 BLASJC 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 BLASJC 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 BLASJC before the proposed variation or revocation shall be

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

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

If any Participating Authority adopts a Code of Conduct pursuant to the provisions of Part 1 - Local Government Chapter 7 – Standards of the Localism Act 2011 then that Code shall apply with respect to the representative of that Participating Authority save in so far as it is incompatible with the following provisions which shall apply to all representatives irrespective of any other code of conduct that they may be subject to: -

- (i) Where any Participating Authority representative has given a general notice of a pecuniary interest of his or of his spouse they shall nevertheless orally declare it at any meeting where the matter is discussed. 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, by making an oral declaration at a meeting, they 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 under Chapter 7 Section 33 of the Localism Act 2011; 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 BLASJC) and is not itself the subject of debate.
- (iii) Any person, other than an officer of the BLASJC, who is appointed to do anything in connection with the BLASJC or subcommittee which enables him to speak at meetings of the BLASJC 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 BLASJC or subcommittee.

21. Interests of Officers in Contracts and Other Matters

- (i) In addition to their duty under Section 117 of the Local Government Act 1972 if it comes to the knowledge of any officer that they have a pecuniary interest either direct or indirect (not being a contract to which he is himself a party) in any contract which has been or is proposed to be, entered into by the BLASJC, or in some other matters which is to be considered by BLASJC or one of its subcommittees, they shall as soon as practicable, give notice in writing to the Lead Officer of the fact that they are 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 BLASJC and if the contract or other matter were to be considered at a meeting of the BLASJC at which they were present, they would have to disclose it under Chapter 7 Section 31 of the Localism Act 2011.
- (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 BLASJC.
- (iv) Where an officer submits a report to a meeting on a matter in which they have declared an interest under Section 117 of the Local Government Act 1972 or paragraph (i) they 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 BLASJC 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) they 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 BLASJC 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

BLASJC access to which is necessary for the proper discharge of their 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 they have 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 BLASJC.
- (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 BLASJC, as the case may be) of the person requesting such access, and there is good reason why access should be refused, they 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 BLASJC may lawfully make a copy of that document, they 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 BLASJC or an elected member or officer of the Participating Authorities wishes to have access to land or buildings in the occupation of the BLASJC 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, they shall give permission but may attach conditions to that

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

- (v) If any member of the Participating Authorities or any other representative of the BLASJC 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 BLASJC 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 BLASJC shall have any claim by virtue of his position:
  - (a) to enter any land or buildings occupied by the BLASJC 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 BLASJC to enter or inspect other land or buildings, except where specifically authorised to do so by the BLASJC;
  - (c) to exercise any other power of the BLASJC;
  - (d) to issue any order with respect to any works which are being carried out by, or on behalf of, the BLASJC, or with respect to any goods or services which are being, or might be, purchased by the BLASJC
- (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 BLASJC, and that the matter were to be considered by the BLASJC, 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 BLASJC) by the BLASJC or by one of the employees of the Lead Authority in the course of transacting any business of the BLASJC, 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 BLASJC.

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:-

“Approved Local Authority” means a local authority specified in the Bus Lane Contraventions (Approved Local Authorities) (England) Order 2005 (as amended) or any other local authority designated as an Approved Local Authority in any order made subsequently under Section 144(3) (b) and (14) of the 2000 Act which has functions conferred on it under Regulation 11 of the Regulations

“The Agreement” means an agreement for Bus Lane Adjudication Service Joint Committee made between The Council of the City of Manchester, Hampshire County Council, Brighton and Hove City Council, Sheffield City Council, Nottingham City Council and Reading Borough Council dated 12 June 2006, or its successor Agreement that is due to be completed in 2014..

“Participating Authority” means any Approved 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 Cheshire East Council or such other officer of the Lead Authority nominated by them

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



## **Schedule 5**

### **Financial Regulations**

#### **BUS LANE ADJUDICATION SERVICE JOINT COMMITTEE**

#### **FINANCIAL REGULATIONS**

**2014/15**

#### **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.

In evaluating quotations or tenders, the aim will be to achieve the most economically advantageous outcome, taking into account quality, cost and delivery experience. Such decisions will be documented. Where the lowest price option is not chosen, the Head of Service must approve prior to goods/services being commissioned.

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 an annual plan.
- 13.2 The Head of Service will, in accordance with the above 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. Expenses**

- 16.1 The Head of Service shall ensure that expense claims are underpinned by guidelines approved by the Joint Committee's Advisory Board.

#### **17. Gifts and Hospitality Register**

- 17.1 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.

#### **18. Declaration of Interest**

- 18.1 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.

#### **19. Anti-fraud, anti-corruption and whistleblowing**

19.1 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.

## **20. Document Retention**

20.1 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.

## **21. Review**

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

## **20 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 BLASJC agrees that the Lead Authority shall provide to the BLASJC such goods and services as the BLASJC 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 BLASJC 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 BLASJC which relate to the provision of goods and/or services to the BLASJC;
  - 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 BLASJC.
3. The BLASJC has requested that the PATROLAJC (The Parking and Traffic Regulations Outside London Joint Committee) enters into on behalf of BLASJC a non-binding service level agreement with the Lead Authority 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 BLASJC;
  - 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 BLASJC 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 BLASJC 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



BLASJC as Lead Authority within 30 days of receipt of an invoice submitted by the Lead Authority to the BLASJC.

6. The consideration payable to the Lead Authority pursuant to **paragraph 4** of this **Schedule 6** shall be subject to audit by the BLASJC 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 BLASJC and to keep the BLASJC fully informed of all acts or decisions undertaken by the Lead Authority in its role as Lead Authority.
8. The BLASJC 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, save for instances where the Lead Authority has acted negligently and/or fraudulently and/or illegally, 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 specifically and solely in relation to the functions which are the subject of the arrangements established pursuant to this deed for the benefit of the BLASJC 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 BLASJC 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 employed specifically and solely in relation to the functions which are the subject of the arrangements established pursuant to this deed for the benefit of the BLASJC of any previous Lead Authority;
    - 8.3.2 trade union or elected employee representative of any employee or former employee employed specifically and solely in relation to the functions which are the subject of the arrangements established pursuant to this deed for the benefit of the BLASJC of any previous Lead Authority;
    - 8.3.3 worker or former worker appointed specifically and solely in relation to the functions which are the subject of the arrangements established pursuant to this deed for the benefit of the BLASJC of any previous Lead Authority;
    - 8.3.4 officer or agent appointed specifically and solely in relation to the functions which are the subject of the arrangements established pursuant to this deed for the benefit of the BLASJC 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 specifically and solely in relation to the functions which are the subject of the arrangements established pursuant to this deed for the benefit of the BLASJC 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 BLAS 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 BLAS 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. Subject to paragraph 8B, the BLASJC, or the PATROLJC on its behalf, shall take out and maintain insurances, to the extent that they are available in the market, at commercially reasonable rates, to meet its potential obligation towards the Lead Authority under the indemnity provided in **paragraph 8**, for and on behalf of the Participating Authorities. Neither the Lead Authority nor the Participating Authorities shall take any action (or fail to take any action) which would entitle any insurer to refuse to pay any claim under any insurance policy taken out under this paragraph 8A.
- 8B. In the event that BLASJC, or the PATROLJC on its behalf, are unable to take out or maintain the insurances required for the purposes of Paragraph 8 or, in the event that the insurance proceeds do not fully cover the indemnity demanded by the Lead Authority under Clause 8, BLASJC shall indemnify the Lead Authority from the BLASJC Reserve Fund to the extent not provided for by the insurances. In the event the BLASJC Reserve Fund does not contain sufficient funds to provide the indemnity as set out in paragraph 8, the Participating Authorities shall indemnify the Lead Authority in accordance with paragraph 8, provided that the Lead Authority has not acted negligently and/or fraudulently and/or illegally.
- 8C. 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:
  - 8C.1 the properly incurred costs of legal or professional services;
  - 8C.2 any costs incurred by the Lead Authority as a result of BLASJC failing to successfully enforce the terms of any appointment, collateral warranty or guarantee relating to all refurbishment activities; and
  - 8C.3 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. Upon the Lead Authority becoming aware of, or aware of the prospect of, any such claims, demands, liabilities, damages, losses, costs or expenses under this paragraph 8 the Lead Authority shall contact the Participating Authorities in writing within 30 days of becoming aware of the same, providing all necessary information for the Participating Authorities to properly evaluate and consider any such claims, demands, liabilities, damages, losses, costs or expenses. For the avoidance of doubt, any failure on the part of the Lead Authority to comply

with the provisions of this paragraph 9 shall in no way invalidate, lessen, diminish or otherwise have an adverse impact on the indemnities given by the BLASJC in favour of the Lead Authority pursuant to this Schedule 6.

10. 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.
11. Subject to **paragraph 12** 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 BLASJC shall become part of the assets of the BLASJC and for the avoidance of doubt neither the BLASJC 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.
12. Without prejudice to any other assets of the BLASJC, the following agreements shall be treated as assets of the BLASJC:
  - 12.1 any lease entered into by the Lead Authority in its capacity as Lead Authority for the purpose of the provision of accommodation for the BLASJC; and
  - 12.2 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 BLASJC.

## Schedule 7

### Memorandum of Participation in the Bus Lane Adjudication Service Joint Committee

#### MEMORANDUM OF PARTICIPATION

[ Council ]

#### RECITALS

- (A) By an order under the provisions of The Transport Act 2000 (the "**2000 Act**") [ ] Council has been designate as an "Approved Local Authority" for the purpose of section 144 of the Transport Act 2000.
- (B) The Bus Lane Contraventions (Penalty Charges Adjudications and Enforcement) (England) Regulations 2005 (the "**Regulations**") provide that the functions conferred on each Local Authority under regulation 11 of the Regulations shall be discharged by it through a joint committee set up in pursuance of arrangements entered into by it under section 101(5) of the Local Government Act 1972.
- (C) A number of Local Authorities have entered into a deed of arrangements for the establishment of a joint committee known as the Bus Lane Adjudication Service Joint Committee ("**BLASJC**").
- (D) 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 deed of arrangements makes provision for such Local Authorities to join in the said arrangements by means of this memorandum.
- (E) The said Local Authority is desirous of entering into the same arrangements as govern the setting up of the BLASJC 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) 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 and any regulations made thereunder.

#### IT IS AGREED AS FOLLOWS:

1. In the signing of this memorandum the [ Council] (the "**Joining Local Authority**") shall become a party to the joint arrangements set out in the agreement forming **Schedule 1** to this memorandum as if the Joining Local Authority had been named as a party in the said deed of arrangements 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 deed of arrangements 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 deed of arrangements and in accordance with the terms of contribution currently in effect at the date of joining which have been agreed by BLASJC which have been notified to the Joining Local Authority by the Lead Officer in the letter which forms **Schedule 2** to this memorandum.

Signed .....

Authorised Signatory .....

Name and Position (please print) .....

Dated .....

[Council Name]

[Council Address]

## **Schedule 1**

BLASJC agreement

## Schedule 2

### Contribution letter

[Date]

[ Letterhead]

[Council]

Dear [Legal Officer]

**Civil Enforcement of Bus Lanes – Defraying the expenses of the Bus Lane  
Adjudication Service Joint Committee  
[Council]**

I note your intention to introduce civil enforcement of bus lanes on [date]. The Lead Authority, Cheshire East Council, will be writing to you shortly to make arrangements for [Council] to become a party to the Bus Lane Adjudication Service Joint Committee agreement.

The Bus Lane Adjudication Service Joint Committee has determined the proportion in which expenses will be defrayed by member authorities for the period as follows:

Charge Type	Charge applicable 1/4/14 to 31/3/15
Annual Fee	£nil
PCN Fee	£0.55
Appeal Case Fee	£nil

This will be based on an estimate of the number of PCNs. Adjustments will be made based on the actual number of PCNs issued

I trust this is satisfactory however if you have any queries, please do not hesitate to contact me.

Yours sincerely,

**Louise Hutchinson**  
**[Head of Service]**

**Direct Line: 01625 445566**

**Email: [lhutchinson@patrol-uk.info](mailto:lhutchinson@patrol-uk.info)**

**Schedule 8**

Memorandum of Understanding between adjudicators of the Traffic Penalty Tribunal And The Patrol  
Adjudication Joint Committee and The Bus Lane Adjudication Service Joint Committee

**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 (day reviewed June 2014)**

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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 and Bus Lane Adjudication Service Joint Committee Agreements 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, bus lane, moving traffic and road user charging appeals.
- b) prescribes the roles and responsibilities of the adjudicators and the Joint Committees

4.2 PATROL has been established to enable councils undertaking civil parking enforcement in England and Wales and civil bus lane and moving traffic enforcement in Wales to exercise their functions under:

- a) section 81 of the Traffic Management Act 2004 (TMA) and Regulations 17 and 18 of The Civil Enforcement of Parking Contraventions (England) General Regulations 2007 (the English General Regulations);
- b) section 81 of the TMA and Regulations 16 and 17 of the Civil Enforcement of Road Traffic Contraventions (General Provisions) Wales Regulations 2013 (the Welsh General Provisions Regulations);
- c) Regulations 12 and 13 of The Road User Charging Schemes (Penalty Charges, Adjudication and Enforcement) (England) Regulations 2013 (the Road User Charging Regulations).

These functions are exercised through PATROL in accordance with Regulation 16 of the English General Regulations and Regulation 15 of the Welsh General Provisions Regulations.

4.3 BLASJC has been established to enable councils in England undertaking civil enforcement of bus lanes to exercise their function under Regulation 11 of The Bus Lane Contraventions (Penalty Charges, Adjudication and Enforcement) (England) Regulations 2005 (the Bus Lane Regulations)."

These functions are exercised through BLASJC in accordance with Regulation 12 of the Bus Lane Regulations.

4.4 The functions of PATROL and BLASJC are:

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.
- Appointing persons to fulfill the function of the proper officer under the relevant regulations.

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 annual reports in writing to the Secretary of State or Welsh Ministers as appropriate on the discharge of the adjudicators and their functions.

## **5. Chief Adjudicator**

5.1 In order to create and preserve the actual and transparent independence of the adjudicators, the Joint Committees shall designate one of the adjudicators to take the role of Chief Adjudicator, thus acting as the judicial head of the tribunal. Like all adjudicators, the Chief Adjudicator enjoys judicial independence.

5.2 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 Lead Authority for employment rights such as salary and pensions however they are not accountable to the Chief Executive of the Lead Authority for the performance of their functions.

## **7. Judicial Leadership, Management and Discipline Functions**

7.1 Neither the Joint Committees nor the Lead Authority are liable for Judicial Leadership, Management and Discipline functions.

## **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).
- 8.2 The procedure for removal is specified in the Adjudicators' terms of appointment and has been delegated by the Joint Committees to the Chief Adjudicator.

## **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 In view of the nature of the relationship between the Adjudicators, Joint Committees and the Lead Authority, the expectation is that the Joint Committees will request the Chief Executive of the Lead Authority to nominate the Head of Service as Lead Officer who amongst the functions delegated to the role will be expected 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 Lead 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 each 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 Lead 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, whilst employment policies may stem from the Lead Authority, it must be recognised that when 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 independence of the Tribunal requires that staff are engaged solely on the work of the Tribunal.
- 11.10 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.

- 11.11 There is an expectation that tribunal HR policies should be formulated in consultation with the Lead Authority but there is not an expectation that the policies of the Lead 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.

## **12.0 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 TMA, the English General Regulations, the Welsh General Provisions Regulations, the Bus Lane Regulations and the Road User Charging Regulations.

- 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 which is of mutual benefit to the Adjudicators, the Joint Committees and Lead Authority.

## **14.0 Lead/Host Authority**

- 14.1 The Joint Committees are not made body corporate by statute however the Joint Committees are entities recognized in law as ones distinct from their members. The Joint Committees themselves may enter into contracts and also commissions services as required from time to time from one of its member councils referred to as the Host or Lead Authority.

- 14.2 The expectation is that the relationship between the Lead Authority and both the Joint Committees and the tribunal will replicate that of an arm's length body, with the Lead Authority providing services and advice as required.

14.3 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.

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

**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 affecting implementation and maintenance of the adjudication system.

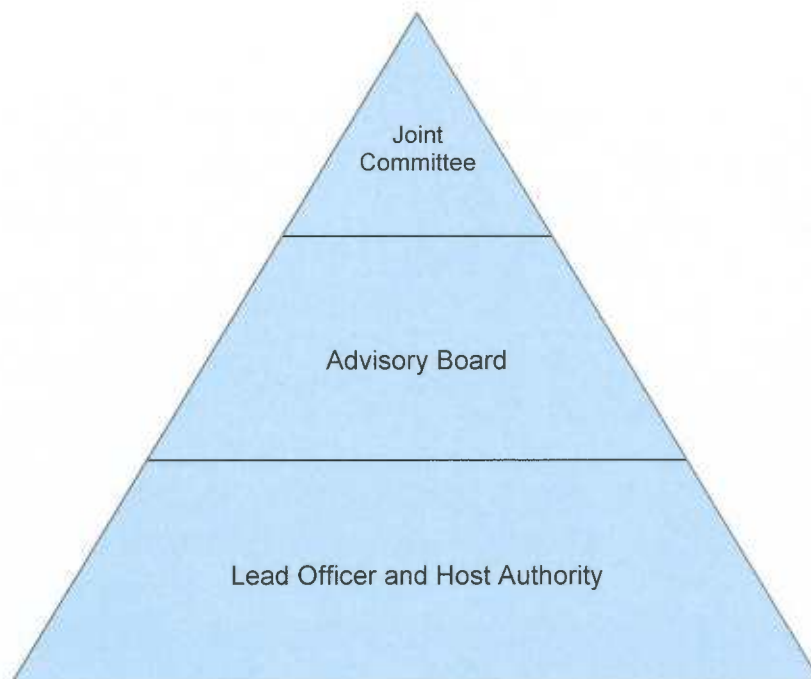


## APPENDIX B

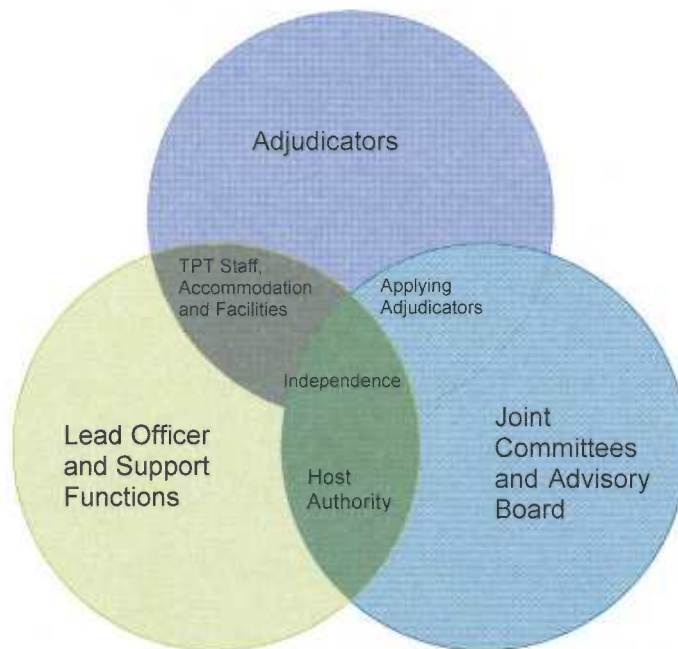
### FIGURATIVE REPRESENTATION OF THE ROLES REFERRED TO IN THE MEMORANDUM OF UNDERSTANDING



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



**Fig 2. Governance Structure**



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