

BUS LANE ADJUDICATION SERVICE JOINT COMMITTEE

Executive Sub Committee

Agenda

Date: Tuesday 24th January 2023
Time: 12 noon or on the rise of the PATROL Adjudication Joint Committee Executive Sub Committee
Venue: The Studio, 7 Cannon Street, Birmingham B2 5EP

1. **Apologies for Absence (Page 4)**
To receive apologies for absence (enclosed).
2. **Declarations of Interest**
To provide an opportunity for Members and Officers to declare any disclosable pecuniary and non-pecuniary interests and for Members to declare if they have pre-determined any item on the agenda.
3. **Minutes of the Previous Meeting (Pages 5-7)**
To approve the minutes of the BLASJC Executive Sub Committee held on 11th October 2022 as a correct record (enclosed).
4. **Chair's Update (Verbal Update)**
To provide the Executive Sub Committee with a general update since the last meeting.
5. **Chief Adjudicator's Update (Verbal Update)**
To receive an update from the Chief Adjudicator.
6. **Budget Monitoring Update for 2022-23 - BLASJC (Pages 8-10)**
To consider a report on the Income and Expenditure position at 31st October 2022 for the year 2022/23 including the Reserves position at 31st October 2022 against the approved Reserves levels in order to comply with the approved Financial Regulations (enclosed).

7. **Amendments to the BLASJC Deed Agreement (Pages 11-71)**

To inform the Executive Sub Committee of the amendments to the BLASJC Deed Agreement in line with changes to legislation (enclosed).

Items common to PATROL and Bus Lane Adjudication Service Joint Committee

8. **Reserves Policy Statement**

To review the Reserves Policy Statement for the Joint Committee for 2023/24 and to request that the Joint Committees approve the Reserves Policy Statement for 2023/24 (enclosed).

9. **Annual Investment Strategy 2024**

To approve the Annual Investment Strategy for 2023/24 (enclosed).

10. **Revenue Budgets for 2023-24**

To adopt the revenue budget estimates for 2023/24, and to note that the report sets out a single budget amalgamating the activity and balances of both PATROL and BLASJC for the Financial Year 2023/24 (enclosed).

11. **Defraying the Expenses of the Joint Committee**

To establish the basis for defraying expenses during the 2023/24 Financial Year (enclosed).

12. **Cross-Assignment Exercise – Appointment of Adjudicators Cross-Deployed from London Tribunals**

To note the appointment of adjudicators cross-deployed from London Tribunals (enclosed).

13. **Appointments to the Advisory Board**

To note the appointments to the Advisory Board (enclosed).

14. **Risk Management Framework**

To note the latest review of the Risk Register (enclosed).

15. **Report of the PATROL and BLASJC Resources Working Group**

To report on the PATROL and BLASJC Resources Working Group which met on 13th December 2022 (enclosed).

16. **Public Affairs Report**

To note the Public Affairs report during 2022 (enclosed).

17. **Date of next meeting**

To note, the date of the next meeting of the PATROL Adjudication Joint Committee is as follows:-

Tuesday 11th July 2023 at the Local Government Association Headquarters, 18 Smith Square, London, SW1P 3HZ. To be followed by the PACER awards – venue TBC.

For requests for further information or to submit apologies please contact: Sarah Baxter, Democratic Services and Policy Manager Tel: 01625 445576 E-Mail: sbaxter@patrol-uk.info

For further information on any of the reports contained within the agenda, please contact Laura Padden, Director of PATROL, email: info@patrol-uk.info

BLASJC Executive Sub Committee Apologies

Brighton & Hove - Cllr Steve Davis

Bradford MBC - Cllr Carol Thirkill

Cheshire East Council - Cllr Laura Crane

Coventry CC - Cllr Patricia Hetherington

Durham CC - Cllr John Shuttleworth

Hertfordshire CC - Cllr Phil Bibby

Slough BC - Cllr Mohammed Nazir

Somerset CC - Cllr John Cook-Woodman

Stockton BC - Cllr Mike Smith

Tameside MBC - Cllr Janet Jackson

Officers

Erica Maslen - PATROL

Iain Worrall - PATROL

Minutes of a meeting of the

Bus Lane Adjudication Service Joint Committee

held on 11 October 2022 at The Park Plaza London, Waterloo, SE1 7DP

PRESENT

Councillor Tony Page - Reading Borough Council in the Chair

Councillor Laura Crane - Cheshire East Council

Councillor Graham Burgess - Hampshire County Council

Councillor Mohammed Nazier - Slough Borough Council

OFFICERS IN ATTENDANCE

Sarah Baxter - PATROL

Andy Diamond - PATROL

Laura Padden - Director of PATROL

Iain Worrall - PATROL

Caroline Hamilton - Traffic Penalty Tribunal

IN ATTENDANCE

Graham Addicott OBE - Advisory Board

18 APOLOGIES FOR ABSENCE

Apologies for absence were received from the following Councillors: -

Councillor Mark Smith, Blackpool Council, Councillor Carol Thirkill, Bradford Council, Councillor John Shuttleworth, Durham CC, Councillor Phil Bibby, Hertfordshire CC, Councillor John Cook-Woodman, Somerset CC, Councillor Mike Smith, Stockton BC and Councillor Rob Larden, Walsall MBC.

In addition, apologies for absence were received from Jo Abbot, Advisory Board, Paul Nicholls, Advisory Board, Marc Samways, Advisory Board, Richard Waters, Advisory Board, Erica Maslen, PATROL and Stephen Knapp, Traffic Penalty Tribunal.

19 DECLARATIONS OF INTEREST

There were no declarations of interest.

20 MINUTES OF THE MEETING HELD ON 26TH JANUARY 2022

RESOLVED

That the minutes of the meeting of the Bus Lane Adjudication Service Joint Committee Executive Sub Committee held on 26th January 2022 be approved as a correct record and signed by the Chair.

21 CHAIR'S UPDATE

The Chair gave a verbal update in respect of the following matter:-

- That due to a recent change in legislation which now brought moving traffic powers, including bus lane enforcement into the Traffic Management Act a separate committee was no longer required and plans were in motion to wind up this committee at the end of this financial year.

RESOLVED

That the Chair's update be noted.

22 CHIEF ADJUDICATOR'S UPDATE

There was no further update to what had been reported at the PATROL meeting.

23 AUDIT COMMISSION SMALL BODIES ANNUAL RETURN FOR THE YEAR ENDED 31 MARCH 2022

Consideration was given to a report on the findings of the External Auditors for the year 2021/22.

RESOLVED

1. That the findings of the External Audit Report for 2021/22, enclosed in the report as Appendix One be noted.

2. That the findings of the Internal Audit Report for 2021/22 as reported to the PATROL and BLASJC Sub Committee at their meetings on 12 July 2022, enclosed in the report as Appendix Two be noted.

24 REVIEW OF INCOME AND EXPENDITURE AND RESERVES FOR 2022/23

Consideration was given to a report on the Income and Expenditure and Reserves for 2022/23.

RESOLVED

1. That the Income and Expenditure position at 31st July 2022 for the year 2022/23 be noted.

2. That the Reserves position at 31st July 2022 against the approved Reserves levels be noted.

ITEMS COMMON TO PATROL AND BUS LANE ADJUDICATION SERVICE JOINT COMMITTEE

25 RISK MANAGEMENT FRAMEWORK

Consideration was given to a report summarising the most significant threats facing the Joint Committees which could prevent or assist with the achievement of its objectives.

RESOLVED

That the report be noted.

26 REPORT OF THE PATROL RESOURCES WORKING GROUP

Consideration was given to a report summarising the matters discussed at the PATROL and BLASJC Resources Working Group meetings held since the Executive Sub Committee Meeting held in January 2022.

RESOLVED

That the report be noted.

27 PUBLIC AFFAIRS REPORT

Consideration was given to a report which provided an overview of current traffic management issues as well as the results of the PACER awards which took place in July 2022.

RESOLVED

That the report be noted.

28 DATE OF NEXT MEETING

It was noted that the date of the next meeting would be Tuesday 24th January 2023.

The meeting commenced at 12 noon and ended at 12.10pm.

BLASJC Executive Sub Committee

Date of Meeting:	24 th January 2023
Report Title:	Budget Monitoring Update for 2022-23 - BLASJC
Report of:	The Director in consultation with the PATROL and BLASJC Resources Working Group

1. Purpose of Report

- 1.1. To report the Income and Expenditure position at 31st October 2022 for the year 2022/23 in order to comply with the approved Financial Regulations.
- 1.2. To report the Reserves position at 31st October 2022 against the approved Reserves levels in order to comply with the approved Financial Regulations.

2. Recommendations

- 2.1. To note the Income and Expenditure position at 31st October 2022 for the year 2022/23.
- 2.2. To note the Reserves position at 31st October 2022 against the approved Reserves levels.

3. Reasons for recommendations

- 3.1. To comply with the approved Financial Regulations.
- 3.2. To inform the Risk Register.

4. Background

- 4.1. At 31st October 2022 Income is £44,318 over budget (positive variance).
Expenditure under budget by £64,621 (positive variance). This is due to lower than anticipated costs recharged from PATROL.
This results in a surplus to date of £66,467 against a budgeted deficit of £42,472 (a positive variance of £108,940).

SUMMARY TO DATE					
	31/10/2022	31/10/2022	31/10/2022	31/03/2022	
	Forecast	Full Year	Var to	Prior Year	Var to Prior Yr
	Outturn	Budget	Budget	Result	
Income	407,064	362,745	44,318	627,546	-220,482
Expenditure	340,597	405,218	64,621	515,781	175,185
Surplus / (Deficit)	66,467	-42,472	108,940	111,765	-45,297

4.2. Reserves to date are summarised as follows:

	To Date	Budget	Var to Budget
Reserves b/f from 21/22	600,560	600,560	0
(Deficit) for year 22/23 - YTD	66,467	-42,472	108,940
Closing Balance	667,027	558,087	0
<i>Approved Reserves</i>	347,342	347,342	0
FREE Reserves to Date	319,685	210,745	108,940
	0		0

At 31st October 2022 there is a Reserves balance of £667,027 giving a Free Reserves balance of £319,685 (against a budgeted balance of £210,745).

4.3 The table below demonstrates that Cash Reserves have increased by £92,460 from pre-Pandemic to date. This is partially offset by an increase in Approved Reserves of £15,128 combining to give an increase in Free Reserves of £77,332.

This shows that the losses suffered by the Pandemic effect on enforcement have been recovered.

	Reserves	Approved	Free Reserves	Movement
Opening Reserves 2020/21	574,567	332,214	242,353	
Reserves for year 2020/21	-85,772			
Drawdown in Year 2020/21	0			
Opening Reserves 2021/22	488,795	338,899	149,896	-92,457
Reserves for year 2021/22	111,765			
Opening Reserves 2022/23	600,560	347,342	253,218	103,322
Reserves for year 2022/23	66,467			
RESERVES TO END JULY 22	667,027	347,342	319,685	66,467
From start 2020/21 to date	92,460	15,128	77,332	77,332

5. Implications

5.1. Finance

Assurance of financial health and therefore limited financial risk.

6. Risk Management

6.1 Assurance of financial health and therefore limited financial risk.



BLASJC Executive Sub Committee

Date of Meeting:	24 th January 2023
Report Title:	Amendments to the BLASJC Deed Agreement
Report of:	Sarah Baxter, Democratic Services and Policy Manager

1. Purpose of Report

- 1.1. To inform the Executive Sub Committee of the amendments to the BLASJC Deed Agreement in line with changes to legislation.

2. Recommendations

- 2.1. To approve the amendments to the BLASJC Deed Agreement including amendments to all associated documents within the agreement as contained in Appendix One of the report.
- 2.2. To note that from March 2023 the Bus Lane Adjudication Service Joint Committee and Bus Lane Adjudication Service Joint Committee Executive Sub Committee will cease to exist and that the PATROL Adjudication Joint Committee and PATROL Adjudication Joint Committee Executive Sub Committee will have responsibility for all matters relating to bus lane enforcement.

3. Reasons for Recommendations

- 3.1. In order to comply with changes to the Transport Act 2000 and the Traffic Management Act 2004.

4. Background

- 4.1. On the 31st May 2022 the Traffic Management Act 2004 (Commencement No. 10 and Savings and Transitional Provisions) (England) Order 2022 came into effect, this brought into effect, in England, the provisions for dealing with bus lane contraventions and moving traffic contraventions under the Transport Management Act 2004 whilst at the same time repealing the bus lane contravention provisions under section 144 of the Transport Act 2000 effectively bringing all powers, for dealing with parking contraventions, bus lane contraventions and moving traffic contraventions under the one Act.

- 4.2 Clause 11A of the proposed amends to the Agreement provides the dissolution of the BLASJC following the legislative changes with the functions of the committee transferring to the PATROLAJC. Clauses 11A.1.2 – 4 transfers the balances and assets of BLASJC over to PATROLAJC which would otherwise need to be discharged to the BLASJC member authorities.

5. Implications

5.1. Legal

- 5.1.1 Part 6 of the Traffic Management Act 2004 (“the 2004 Act”) provides for civil penalties for road traffic contraventions. Section 72 of the 2004 Act allows regulations to be made for or in connection with the imposition of penalty charges for road traffic contraventions subject to civil enforcement. The Civil Enforcement of Road Traffic Contraventions (Approved Devices, Charging Guidelines and General Provisions) (England) Regulations 2022 came into force on 31 May 2022 which provides for the civil enforcement of, inter alia, bus lane contraventions and moving traffic contraventions in England but outside Greater London. Should the amendments to PATROLAJC Deed Agreement not be agreed then the Executive Sub Committee would not be able to deal with bus lane contraventions. The revocation of section 144 of the 2000 Act means there is a requirement to move the enforcement function to the 2004 Act and the 2022 Regulations. Failure to approve the changes would leave bus lane contraventions adjudicated until such time that the subcommittee adopts the recommendations.

5.2 Risk Management

- 5.2.1 Should the Executive Sub Committee decide not to adopt the recommendations it would leave bus lane contraventions adjudicated until such time that the Executive Sub Committee adopts the recommendations.

APPENDIX ONE

DATED 2022~~2023~~

DEED OF GOVERNANCE

relating to Bus Lane Adjudication Service Joint Committee

[Amended Oct 2022](#)

CONTENTS

Clause	Subject matter	Page
1.	DEFINITIONS AND INTERPRETATION	2
2.	COMMENCEMENT	4
3.	BLASJC	54
4.	LEAD AUTHORITY	54
5.	FINANCIAL MATTERS	65
6.	CONFIDENTIALITY	6
7.	DATA PROTECTION	76
8.	PUBLICITY	76
9.	WITHDRAWAL OF A PARTICIPATING AUTHORITY FROM THE ARRANGEMENT	76
10.	THE CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999	7
11.	TERMINATION	7
12.	VARIATION	87
13.	ADDITIONAL LOCAL AUTHORITIES	87
14.	NOTICES	87
15.	ARBITRATION	98
Schedule 1	.....	119
	Participating Authorities	119
Schedule 2	.....	141
	Composition of membership of BLASJC	141
Schedule 3	.....	152
	Functions of the BLASJC	152
Schedule 4	.....	163
	Standing Orders	163
Schedule 5	.....	3128
	Financial Regulations	3128
Schedule 6	.....	4034
	Terms of appointment of the Lead Authority	4034
Schedule 7	.....	4438
	Memorandum of Participation in the Bus Lane Adjudication Service Joint Committee	4438
Schedule 8	.....	462
	Memorandum of Understanding between adjudicators of the Traffic Penalty Tribunal And The Patrol Adjudication Joint Committee and The Bus Lane Adjudication Service Joint Committee	462

DEED OF GOVERNANCE

DATE

2022

PARTIES

The Local Authorities and/or Combined Authorities and/or Mayoral Combined Authorities (the "Authorities") listed in **Schedule 1** to this deed in pursuance of arrangements made under ~~section 144~~Part 6 of the ~~Transport Act 2000~~Traffic Management Act 2004 (the "~~2004~~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 (as amended), The Bus Lane Contraventions (Penalty Charges, Adjudication and Enforcement) (England) Regulations 2005 (the "**Regulations**"), Traffic Management Act 2004, The Bus Lane Contraventions (Approved Local Authorities) (England) Order 2005 (as amended), the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012 (SI 2012/1019), section 173 Transport Act 2000, Road User Charging Schemes (Penalty Charges, Adjudication and Enforcement) (England) Regulations 2013 (SI 2013/1783) the Local Authorities (Goods and Services) Act 1970, section 1 of the Localism Act 2011, Part 6 of the Local Democracy Economic Development and Construction Act 2009 (2009 Act) as amended by the Cities and Local Government Devolution Act 2016, the Bus Services Act 2017¹, and all other enabling powers within evolving, new and associated legislative framework.

RECITALS

- (A) ~~The Local Authorities listed in Schedule~~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 Authorities listed in Schedule 1 to this deed as are "Approved Local Authorities enforcement authorities" for the purpose of section 144Part 6 of the ~~Transport Act 2000~~Traffic Management Act 2004 as amended by the Traffic Management Act 2004 (Civil penalties for road traffic 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 Authorities under regulation 11 of the said Regulations and section 107(E) of the 2009 Act (as amended) shall be discharged by them through a joint committee set up under section 101 (1) and section 101(5) of the Local Government Act 1972.
- (C) It is expedient that provision should be made to enable other Authorities on whom functions under regulation 11 of the Regulations are conferred to become parties to this deed.
- (D) In addition to the other functions set out in Schedule 3 of this deed, 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 Authorities in whose areas they are working;

¹ The provision of section 25 of the Bus Services Act 2017 shall not give rise to the participation of Wales in the BLASJC

- (ii) consistency of adjudication across the service;
 - (iii) a cost effective and equitable adjudication service for all Authorities in relation to whose area the Secretary of State has made an order under ~~sections 144 (3)(b) and (14)Part 6~~ of the ~~2000-2004~~ Act;
 - (iv) flexibility to deal with a wide range of 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 ~~12-3rd June-December 2006-2014~~ and/or memoranda of participation entered into pursuant and annexed to that deed, with effect from ~~11th April 2020-2023~~ notwithstanding that this deed has not been entered into until the date written above.
- (F) This deed is adopted by the Parties as a variation to the deed referred to in **Recital (E)** above by means of a resolution of the BLASJC dated- ~~[24th January] [1] 2020-2023~~and the consent in writing by at least 75 per cent of the Participating Authorities.

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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;

"Authorities"

means those authorities who are specified in the Bus Lane Contraventions (Approved Local Authorities) (England) Order 2005 (as amended) or combined authorities established under the Local Democracy, Economic Development and Construction Act 2009 (as amended by the Cities and Local Government Devolution Act 2016) or any other local authority designed as an ~~"Approved Local Authorityenforcement authority"~~ in any order made subsequently ~~under sections 144(3)(b) and (14)Part 6~~ of the ~~2000-2004~~ Act ~~which has functions conferred on it under regulation 11 of the Regulations;~~ and **"Authority"** means each of the Authorities.

"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;

"Deed"

means this agreement and all the schedules attached hereto and "deed" shall have the same meaning ascribed hereto

"Head of Service"

means such person appointed by the BLASJC as Director (or such other nominated title or position) from time to time with responsibility for the financial regulations set out in Schedule 5;

"Lead Authority"

means the lead Participating Authority 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 Chief Executive of the Lead Authority (or such other officer of the Lead Authority nominated by them) to whom functions are delegated by the BLASJC pursuant to this deed and to Standing Orders set out in **Schedule 4** to this deed

."Memorandum of Participation"

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

"Participating Authority"

means an 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"

means the parking and traffic regulations outside London Adjudication Joint Committee ;

"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(s)"

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 ~~1st of April 2020~~ 2023 (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 ~~3rd December 2014~~ 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 (updated and amended from time to time), a copy of which is set out in **Schedule 8** of this Deed.

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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 in Schedule 3.
- 3.2 The BLASJC agrees to exercise and carry out the functions conferred upon it in the manner set out in Schedule 3
- 3.3 The composition of the BLASJC shall be one Representative from each Participating Authority appointed in accordance with **Schedule 2** of this deed.
- 3.4 The BLASJC in exercising the functions conferred upon it shall have regard to the primary objectives set out in **recital (D)** of this deed.
- 3.5 The BLASJC shall comply with the Standing Orders.
- 3.6 The BLASJC shall comply with the Financial Regulations.
- 3.7 All functions of the BLASJC conferred on it by a sub-committee of it or by an officer of any of the Participating Authorities are delegated to the Head of Service (Director) save for the Lead Authority having the power to call a meeting of BLASJC in case of an emergency.
- 3.8 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.
- 3.9 The Participating Authorities acknowledge that the BLASJC may be dissolved by legislation whereby it ceases to exist. In the event that this happens the provisions of clause 11A will apply to any exit arrangement which may arise as a consequence of the dissolution.

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 will comply with the provisions of the Data Protection Act 2018 to the extent applicable to their respective obligations under this deed.
- 7.2 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.
- 7.3 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. THE CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

No person who is not a party to this deed shall have any right to enforce any term of this deed, which expressly or by implication, confers a benefit on him without the prior consent in writing of BLASJC. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Contract (Rights of Third Parties) Act 1999.

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).
- 11.1.3 by legislation resulting in dissolution of the BLASJC

11A: CONSEQUENCES OF BLASJC DISSOLUTION

11A.1 It is agreed by the Participating Authorities that if BLASJC is dissolved by legislation revoking Section 144 of the Transport Act 2000 the following provisions will apply:

- 11A.1.1 the functions of BLASJC will be transferred to and provided by PATROLJC
- 11A.1.2 any outstanding balance in the BLASJC Reserve Fund will be transferred to PATROLJC to be used and appropriated in furtherance of the transferred BLASJC functions
- 11A.1.3 all assets used in the provision of BLASJC functions will be transferred to PATROLJC
- 11A.1.4 where applicable novate all contracts executed with third parties to PATROLJC
- 11A.1.5 prior to the dissolution of BLASJC, BLASJC and PATROLJC shall work together to agree other transition arrangements required for the successful winding up and dissolution of BLASJC.

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 or its executive sub committee.

13. ADDITIONAL AUTHORITIES

Any Authority in respect of whom an order has been made under ~~sections 144 (3), (14) and section 173Part 6 of the 2000 Act as amended by~~ the Traffic Management Act 2004 and the Local Democracy Economic Development and Construction Act 2009 shall on the date agreed between that Authority and the Lead Officer and evidenced by a Memorandum of Participation in executed or signed on behalf of the relevant 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.

16. ENTIRE AGREEMENT

- 16.1 Except where expressly provided this deed constitutes the entire agreement between the parties in connection with its subject matter and supersedes all prior representations communications negotiations and understandings (whether oral or written) concerning the subject matter of this deed
- 16.2 The parties have not relied on earlier statements or representations made by the other or the other's agents or advisers
- 16.3 Nothing in this clause 16.3 is intended to exclude or limit any statement representation or warranty made fraudulently or to any provision of this deed which was induced by fraud for which the remedies available shall be all those available under the law governing this deed.
- 16.4 No subsequent amendment or variation to this deed shall affect the provisions and operation of this clause 16.

17. CONFLICT OF INTEREST

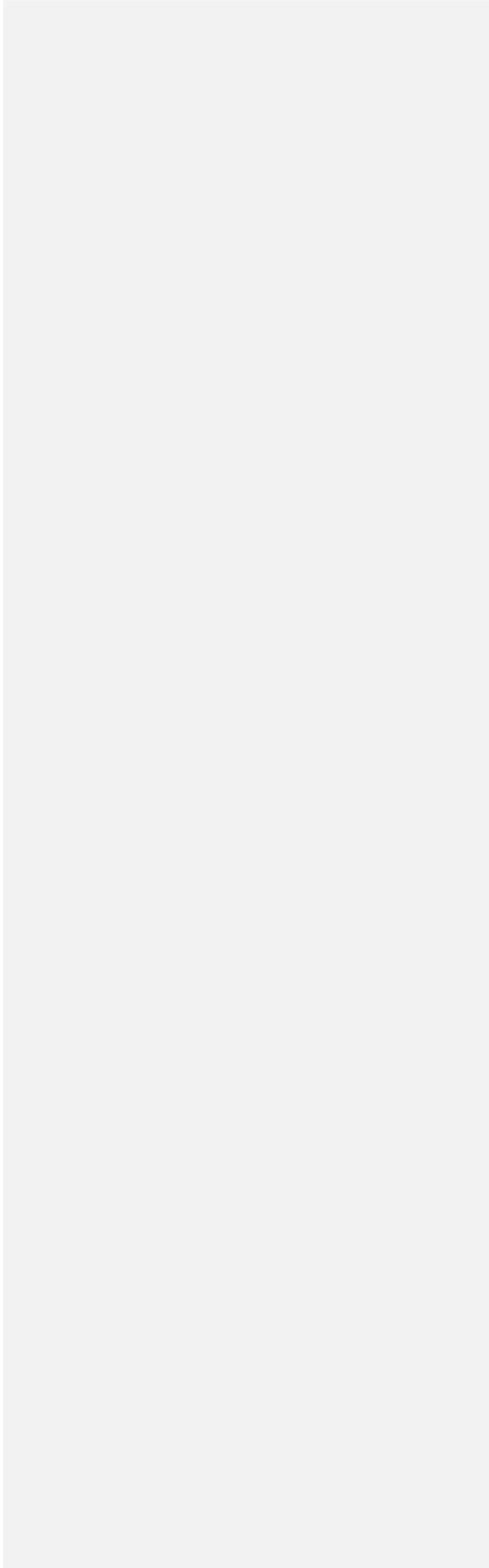
The parties shall take reasonable steps to remove any potential or actual conflict which may arise during the term of this deed between the pecuniary or personal interests of the parties.

18. LAW AND JURISDICTION

Subject to clause 15 (Arbitration) the parties irrevocably agree that the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this deed and the legal relationship established by this deed.

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

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Schedule 1

Participating Authorities

The Participating Authorities listed below are enforcement authorities in relation to ~~road traffic~~bus lane contraventions. The list below consists of the current Participating Authorities. New participating authorities will be incorporated by reference and the list updated when next this deed is revised.

1. [Bath and North East Somerset Council](#)
2. [Bedford Borough Council](#)
3. [Birmingham City Council](#)
4. [Blackburn with Darwen Borough Council](#)
5. [Blackpool Council](#)
6. [Bournemouth, Christchurch and Poole Borough Council](#)
7. [Bradford \(City of\) Metropolitan District Council](#)
8. [Brighton & Hove City Council](#)
9. [Bristol City Council](#)
10. [Bury Metropolitan Borough Council](#)
11. [Cambridgeshire County Council](#)
12. [Cardiff City Council](#)
13. [Central Bedfordshire Council](#)
14. [Cheshire East Council](#)
15. [Cheshire West and Chester Council](#)
16. [Coventry City Council](#)
17. [Derby City Council](#)
18. [Doncaster Metropolitan Borough Council](#)
19. [Durham County Council](#)
20. [Essex County Council](#)
21. [Gateshead Council](#)
22. [Gloucestershire County Council](#)
23. [Hampshire County Council](#)

- [24. Hertfordshire County Council](#)
- [25. Hull City Council](#)
- [26. Kent County Council \(Tunbridge Wells Borough Council\)](#)
- [27. Kirklees Metropolitan Council](#)
- [28. Lancashire County Council](#)
- [29. Leeds City Council](#)
- [30. Leicester City Council](#)
- [31. Liverpool City Council](#)
- [32. Luton Borough Council](#)
- [33. Manchester City Council](#)
- [34. Medway Council](#)
- [35. Middlesbrough Council](#)
- [36. Newcastle City Council](#)
- [37. North Northamptonshire Council](#)
- [38. North Somerset Council](#)
- [39. North Tyneside Council](#)
- [40. Northumberland County Council](#)
- [41. Norwich City Council](#)
- [42. Northampton City Council](#)
- [43. Nottinghamshire County Council](#)
- [44. Oldham Metropolitan Borough Council](#)
- [45. Oxfordshire County Council](#)
- [46. Plymouth City Council](#)
- [47. Portsmouth City Council](#)
- [48. Reading Borough Council](#)
- [49. Salford City Council](#)
- [50. Sandwell Metropolitan Borough Council](#)
- [51. Sheffield City Council](#)
- [52. Shropshire County Council](#)

- [53. Slough Borough Council](#)
- [54. Solihull Metropolitan Borough Council](#)
- [55. Somerset County Council](#)
- [56. South Gloucestershire Council](#)
- [57. Southampton City Council](#)
- [58. Staffordshire County Council](#)
- [59. Stockport Metropolitan Borough Council](#)
- [60. Stockton on Tees Borough Council](#)
- [61. Stoke-on-Trent \(City of\) Council](#)
- [62. Surrey County Council \(Woking Borough Council\)](#)
- [63. Swindon Borough Council](#)
- [64. Tameside Metropolitan Borough Council](#)
- [65. Walsall Metropolitan Borough Council](#)
- [66. Warrington Borough Council](#)
- [67. Watford Borough Council](#)
- [68. West Berkshire District Council](#)
- [69. West Northamptonshire Council](#)
- [70. West Sussex County Council](#)
- [71. Wiltshire Council](#)
- [72. Wolverhampton City Council](#)
- [73. Woking Borough Council](#)
- [74. Worcestershire County Council](#)
- [75. York \(City of\) Council](#)

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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 prior 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 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.
 - 4.3 the Participating Authority ceasing to be a member of BLASJC
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.

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Schedule 3

Functions of the BLASJC

The functions of the BLASJC shall be:

- ~~4.6.~~ 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 Part 6 of the Transport Act 2000~~Traffic Management Act 2004~~;
- ~~2.7.~~ to appoint a proper officer and deputy of BLASJC;
- ~~3.8.~~ 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;
- ~~4.9.~~ to provide or make arrangements for the provision of accommodation and administrative staff and facilities for the Adjudicators;
- ~~5.10.~~ to determine after consultation with the relevant Participating Authority where the Adjudicators are to sit;
- ~~6.11.~~ to commission and receive an annual report upon the adjudication service from the Adjudicators;
- ~~7.12.~~ to make and publish an annual report to the Appropriate National Authority as appropriate on the discharge by the Adjudicators of their functions;
- ~~8.13.~~ to defray all the expenses of the adjudication process and in particular expenses in relation to the remuneration of Adjudicators;
- ~~9.14.~~ to establish and approve annual budgets and receive annual accounts and regular monitoring reports on associated expenditure
- ~~40.15.~~ to embrace future opportunities in relation to public sector appeals including appeal streams commissioned by public authorities. to undertake new public sector opportunities for Participating Authorities (and new local authority members) and such other functions as are reasonably incidental to the efficient operation of the adjudication process **including but not limited** to adjudication in respect of evolving and/or new legislative.
- ~~44.16.~~ Supporting the appeals and/or adjudicative and/or Alternative Dispute Resolution functions of Participating Authorities, Central Government, public sector as a whole in relation to future and new legislation to be enacted where the subject matter relates to moving traffic and other associated enforcements.
- ~~42.17.~~ to undertake such other functions as are reasonably incidental to the efficient operation of the adjudication process;
- ~~43.18.~~ such other associated functions as Participating Authorities may lawfully arrange under new or evolving legislative framework associated with the subject matter of this deed for the BLASJC to perform as they from time to time consider appropriate, provided that the BLASJC agrees to such associated functions.

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Schedule 4

Standing Orders

THE BUS LANE ADJUDICATION SERVICE JOINT COMMITTEE'S

STANDING ORDERS 2014/15

Index No.

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

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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 from time to time; or

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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

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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.

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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 twentieth of the number of the Participating Authority representatives but in any event not less than three [] and the quorum of a

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Sub-committee shall be one fifth of [] of the 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 and in any order.
- (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

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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

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- (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 (as amended); 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 (as amended). 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 (as amended) 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.

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.

2. Information which is likely to reveal the identity of an individual.

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.

3. Information relating to the financial or business affairs of any particular person (including the authority holding that 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.

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

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

- (a) the Companies Act 2006 (as amended);
- (b) the Friendly Societies Act 1974 (as amended);
- (c) the Friendly Societies Act 1992 (as amended);
- (d) the Co-operative and Community Benefits

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Societies Act 2014 (as amended);
(e) the Building Societies Act 1986 (as amended); or
(f) the Charities Act 2011 (as amended)

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. 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.

“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 (as amended), 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.

5. Information in respect of which a claim to legal professional privilege could be maintained in legal proceedings. 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.

6. Information which reveals that the authority proposes:
(a) to give under any enactment a notice under or by virtue of which requirements are imposed on a person; or
(b) to make an order or direction under any enactment. 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.

7. Information relating to any action taken or to be taken in connection with the prevention, investigation or prosecution of crime. 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.

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

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- (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.

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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 (as amended) 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 (as amended); 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

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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 (as amended) 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 (as amended)
- (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 (as amended) 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 (as amended) or paragraph (i) above 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 (as amended), or of paragraph (i) above they shall remind the meeting orally of that interest.

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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 (as amended), 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 (as amended) 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 (as amended) 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.

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- (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 (as amended) 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 (as amended) 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

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matter were to be considered by BLASJC he would have to declare the interest under Section 94 of the Local Government Act 1972 (as amended).

- (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

Words and expression defined in the Deed shall have the same meaning in these Standing Orders save where specifically provided otherwise: :-

“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.

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**SCHEDULE 5
PATROL ADJUDICATION & BUS LANE ADJUDICATION SERVICE
JOINT COMMITTEE**

FINANCIAL REGULATIONS

2019/2020

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, the Scheme of Delegation to the Director and the Scheme of Financial Delegation to officers.
- 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 (if required) on an annual basis.
- 1.4 The Director, 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 Director 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 Director will ensure the organisational structure provides an appropriate segregation of duties to provide adequate internal controls to minimise fraud or malpractice.
- 1.7 The Director 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 Director shall be notified immediately, and if an irregularity is disclosed the matter shall, at the discretion of the Director and after consultation with the Joint
- 1.9 Committee's Treasurer (the Lead Authority's S151 Officer), be referred by them to the Joint Committee. The Director and the Joint Committee Treasurer will determine whether the matter should be referred to Internal Audit. Further in a case where the Director 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 Director and the Treasurer.
- 2.2 The Treasurer to the Joint Committee is the responsible Financial Officer for the purposes of the Annual Return.

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2.3 The Director 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 Director will make arrangements for the preparation and audit of annual accounts.

2.5 The Director will publish and make available a final accounts/audit timetable to member authorities following the annual meeting of the Joint Committee.

2.6 The Director, where applicable, shall be responsible for the submission of all claims for grant to Government Departments.

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 Director.

3.2 All cheques drawn on behalf of the Joint Committee shall be signed by two named signatories on the bank mandate. Electronic payments require approval from two individuals, who must have been granted access to the online banking system by the online bank administrator (Finance & Central Services Manager).

3.3 There is to be a clear segregation of responsibility between the preparation of payments and the authorisation of payments.

3.4 Purchase card limits will be as set out within the Scheme of Financial Delegation.

3.5 All Card Holders will sign a Credit Card Undertaking form. The Credit Card Undertaking form sets out agreed procedures including storage, authorised users and record keeping requirements.

3.6 Only the Finance & Central Services Manager will be permitted to withdraw cash against their card and this will be authorised in advance by the Director.

3.7 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 & Central Services Manager.

3.8 The Director 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 Director, 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 Director will provide a copy of the Joint Committee's approved budget to the Treasurer.

4.3 The Director 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. Monitoring will take place and be evidenced monthly.

4.4 The Director shall be authorised 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.

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4.5 Where it is anticipated that total expenditure will exceed the approved budgeted expenditure by 2.5%, the Chair and Vice Chair of the Joint Committee should be notified by the Director 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 Director.

5.2 All money received shall be without delay passed for payment to the Joint Committee's bank account.

5.3 The Director shall be furnished with information to ensure the prompt rendering of accounts for the collection of income.

5.4 Following year-end, where invoicing is based on estimates, the Director shall request a self-certification of penalty charge notices issued by authorities.

5.5 Any Debt unpaid after 90 days of issue will be provided for in the accounts as soon as it becomes 90 days old.

5.6 The Director shall report all bad debts to the Joint Committee for these to be written off in accordance with the approved Bad Debt Policy. This report will include the cause of the bad debt and the recovering measures taken in accordance with the Debt Recovery Procedure.

5.7 Through regular budget monitoring reports, the Director 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 an Annual Investment Strategy prepared in consultation with the Treasurer. Where applicable, this will take into account any Joint Committee policies in relation to reserves.

7. Orders and Contracts

7.1 The Scheme of Delegation to the Director and the Scheme of Financial Delegation include the required procedures, record keeping and procurement thresholds.

7.2 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 Director must approve prior to goods/services being commissioned.

7.3 Only budget holders and staff who have received training in accordance with the Scheme of Financial Delegation may order goods or services.

7.4 The Director 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 on rolling contracts over £2,000 will be undertaken on a three-year cycle.

7.5 The Director 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.

7.6 The Director 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

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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 Director shall maintain a record of such decisions and report to the Joint Committee at the earliest opportunity.

7.7 A Contracts Register will be kept of all ongoing contracts.

8. VAT

8.1 The Director 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. This is documented in the Annual Investment Strategy.

10. Equipment

10.1 The Director 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 computerised records in accordance with the Information Security Policy.

10.2 All equipment over £1,000 in value must be recorded in the Equipment Inventory in accordance with the Asset Management Policy.

10.3 All IT equipment and communications devices will be recorded in an IT register where the purchase value is greater than £100.

10.4 This will be physically verified annually by the Finance and Central Services Manager.

11. Insurance

11.1 The Director shall arrange such insurances as he/she considers necessary.

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

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

12. Risk

12.1 The Director 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 Director 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 review the internal audit strategy.

13.2 The Director will 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.

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13.3 The Director 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 Director will make such arrangements as are necessary to facilitate this audit.

14.3 The Director 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 Director 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. The Petty Cash shall be secured in the safe overnight, limited to a balance of £50 and reconciled each month independently.

16. Expenses

16.1 The Director 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 Director will ensure that a register is held for the purposes of recording gifts and hospitality over the sum of £50 and that staff are made aware of its existence.

18. Declaration of Interest

18.1 All staff with financial responsibilities will be advised of their obligation to declare any interest on an annual basis. Members and Officers at each meeting will be provided with the opportunity to declare a pecuniary or non-pecuniary interest, where interests arise, individuals will be asked to complete the Declaration of Interest Form in addition to the interest being minuted.

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 has concerns in this respect, they should approach their Line Manager, the Director or if they wish to speak to someone external to the organisation, they can contact Public Concern at Work which operates a confidential helpline 02074046609. Further advice and guidance can also be found on their website www.pcaw.co.uk. The Director will ensure that staff are aware of the relevant internal and external contact points 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.

21. Review and approvals

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

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Schedule 5

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 of BLASJC functions which are the subject of the arrangements established pursuant to this deed and may in particular:
 - 2.1 Appoint/employ, 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

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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

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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

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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.

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Schedule 6

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~~ Traffic Management Act 2000-2004 (the "~~2000-2004 Act~~") [] Council has been designate as an "~~Approved Local Authority~~ enforcement authority" for the purpose of ~~section 144~~ Part 6 of the ~~Transport Act 2004~~ and the Local Democracy Economic Development and Construction Act 2009 as amended (the "Joining Local Authority").
- (B) The Bus Lane Contraventions (Penalty Charges Adjudications and Enforcement) (England) Regulations 2005 (the "**Regulations**") under regulation 11 and section 107(f) of the Local Democracy Economic Development and Construction Act 2009 provide that the functions conferred on each Local Authority Combined Authorities and/or Mayoral Combined Authorities (the "Local Authorities") 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 Participating Authorities² 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 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 Authorities to join in the said arrangements by means of this memorandum.
- (E) The said Joining Local Authority is desirous of entering into the same arrangements to govern the setting up of the BLASJC with those Authorities which are currently parties to the said arrangements and to that end wishes to become a party to those arrangements.
- (F) The said Joining 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 "**Joining Local Authority**" shall become a party to the joint arrangements set out in the deed forming **Schedule 1** to this memorandum as if the

² . current members of the BLASJC

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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 deed of 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.

This document has been executed by the Joining Local Authority as a deed and is delivered and takes effect on the date stated below.

Signed.....

Authorised Signatory

Name and Position (please print)

Dated

[Council Name]

[Council Address]

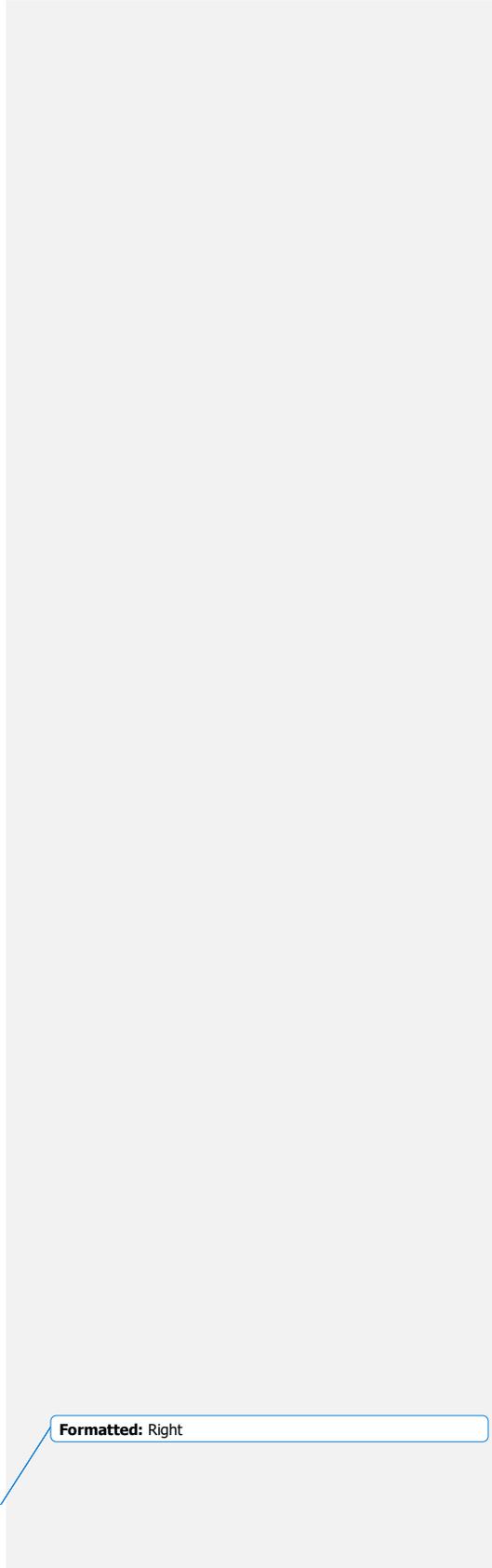
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Schedule 1

BLASJC Deed of Government

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Schedule 2

Contribution letter

[Date]

[Letterhead]

[Council]

Dear [Legal Officer]

and

**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 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/ 224 to 31/3/230
Annual Fee	£nil
PCN Fee	*£0.30 30 TBC
Appeal Case Fee	£nil

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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](#)[Laura Padden](#)

[Director]

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Direct Line: 01625 445566

Email: lhutchinson@patrol-uk.infolpadden@patrol-info.uk

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Schedule 7

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

Reviewed and approved at Joint Committee June 2014
Reviewed and approved at Joint Committee June 2015
Reviewed and approved at Joint Committee July 2016
Reviewed and approved at Joint Committee July 2017
Reviewed and approved at Joint Committee July 2018
Reviewed and approved at Joint Committee July 2019

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INDEX

Section	Page	
1.	Introduction	3
2.	Shared Aims	3
3.	Overriding Principles	3
4.	The Statutory Framework	4
5.	Chief Adjudicator	5
6.	Salaried Adjudicators	6
7.	Judicial Leadership, Management and Discipline Functions	6
8.	Removal of Adjudicators	6
9.	Appeals and Judicial Matters	6
10.	Lead Officer	7
11.	Accommodation, Administrative Staff & Facilities	7
12.	Defraying the Expenses of the Tribunal	9
13.	Advisory Board	9
14.	Lead/Host Authority	9
15.	Review Mechanism	10
	Appendix 1 Chief Adjudicator Role	11
	Appendix 2 Deputy Chief Adjudicator Role	12
	Appendix 3 Figurative representation of the roles referred to in the Memorandum of Understanding	13

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Schedule 8
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:

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- 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) The Road User Charging Schemes (Penalty Charges, Adjudication and Enforcement) (England) Regulations 2013 [S.I. 2013 No. 1783]
 - d) The Road User Charging Schemes (Penalty Charges, Adjudication and Enforcement) (England) (Amendment) Regulations 2014 [S.I. 2014 No. 81]

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.

Regulation 12 of the Road User Charging Schemes (Penalty Charges, Adjudication and Enforcement) (England) Regulations 2013 provides that Adjudicators appointed by virtue Regulation 17 of the Civil Enforcement of Parking Contraventions (England) General Regulations 2007 by the Joint Committee are the adjudicators for determining road user charge appeals. For schemes outside Greater London the adjudicators are the ones appointed by the PATROL joint committee. The 2013 Adjudication regulations currently apply to the Dartford-Thurrock and Mersey Gateway Crossings. From January 2020 they will also apply to road user charging appeals arising from penalties issued by Charging Authorities in connection with Charging Clean Air Zones. Regulation 13 requires the charging authorities to meet the expenses incurred in supporting the adjudicators in performing their functions, including providing a 'proper officer'.

Regulation 18 of The Littering from Vehicles Outside London (Keepers: Civil Penalties) Regulations 2018 provides that Adjudicators appointed by virtue of regulation 17 of the Civil Enforcement of Parking Contraventions (England) General Regulations 2007 by the Joint Committee are the adjudicators for littering from vehicles appeals.

- 4.3 Where charging authorities are not members of the Joint Committee, the arrangements set out in 4.2 will be underpinned by a Memorandum of Understanding.
- 4.4 BLASJC has been established to enable councils in England undertaking civil

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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.

4.5. 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.

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

- a) There is a need for a de-facto Chief Adjudicator and Deputy Chief Adjudicator
- b) The Joint Committees shall designate two of the Adjudicators to be the Chief Adjudicator and Deputy Chief Adjudicator.
- c) The role and responsibilities of the Chief Adjudicator and Deputy Chief Adjudicator are set out at Appendix 1 and 2 and shall include all aspects

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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:

- i) 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.
- ii) 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.
- iii) To oversee promotion of the Traffic Penalty Tribunal.

5.2 Like all Adjudicators, both the Chief Adjudicator and Deputy Chief Adjudicator enjoy judicial independence.

5.3 The Chief Adjudicator and Deputy Chief Adjudicator will form the judicial management team which has responsibility for judicial and jurisdictional leadership of the tribunal. The judicial management team will form a Joint Senior Management Team with the support services management team headed by the Director to drive tribunal improvement and ensure the successful achievement of objectives.

6. Salaried Adjudicators

6.1 The Chief Adjudicator and Deputy Chief Adjudicator 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.

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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 and Deputy 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 and Deputy 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 and Deputy 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 (Director) 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, Deputy Chief Adjudicator and other senior managers as part of the Joint Senior Management Team 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.

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- e) Manage the Service Level Agreement with the Lead Authority on behalf of the Joint Committees.

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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.

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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.

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 regulation.

12. Defraying the expenses of the Tribunal

- 12.1 The Joint Committees are responsible for defraying the expenses incurred in the Adjudicators performing their functions.
- 12.2 Consequent upon the duty specified in paragraph 12.1, the Joint Committees are responsible for:
 - a) approving the budget for the tribunal and determining the contribution for member authorities
 - b) financial control, management and monitoring

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

13. Advisory Board

- 13.1 The Joint Committees' Standing Orders provide for the Joint Committees to establish and appoint an Advisory Board comprising such officers and persons appointed by the Joint Committees to advise them on their functions.
- 13.2 The purpose of the Advisory Board is to assist and advise the Joint Committees on the overall policies and strategies for administering the adjudication service and on their responsibilities under the 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.

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14. 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.

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Appendix 1

CHIEF ADJUDICATOR ROLE

Introduction

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

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

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Appendix 2

DEPUTY CHIEF ADJUDICATOR ROLE

1. To determine appeals in all areas of the TPT Adjudicators' jurisdiction, ensuring compliance with the Adjudicators' Procedural Regulations
2. To deputise for the Chief Adjudicator at Joint Committee meetings, other external events and to liaise with the media, where required.
3. To be a key member of the team driving the TPT transformation project, including the information and communications strategy, contributing to the strategic direction and development objectives of the tribunal.
4. To oversee the arrangements for the recruitment, induction, welfare, regular training and appraisal of Adjudicators in order to enhance their judicial performance.
5. To maintain a close working relationship with the Head of Operations and the appeals staff to ensure high standards of case management including providing appropriate guidance, advice and support.
6. To formulate policies, delegations, procedures, guidance and prepare reports including coordinating of the Annual Reports to the Joint Committees, the Adjudicators Bulletin and key cases for the website.
7. To oversee the handling and monitoring of Review and Costs Applications and to develop and implement a robust process for handling complaints against Adjudicators.

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Appendix 3

Figurative Representation of the roles referred to in the Memorandum of Understanding

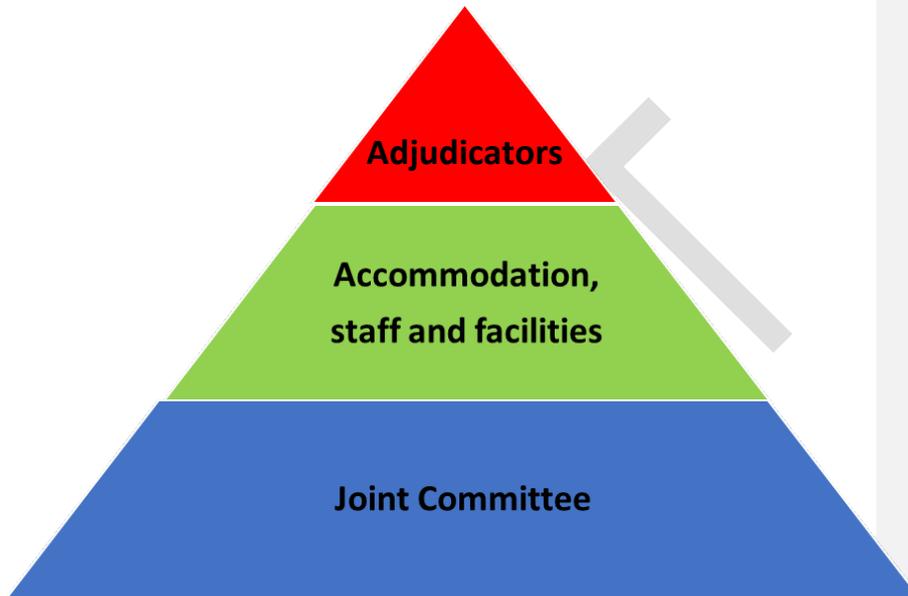


Fig 1. Provision of Services to Adjudicators

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Fig 2. Governance Structure

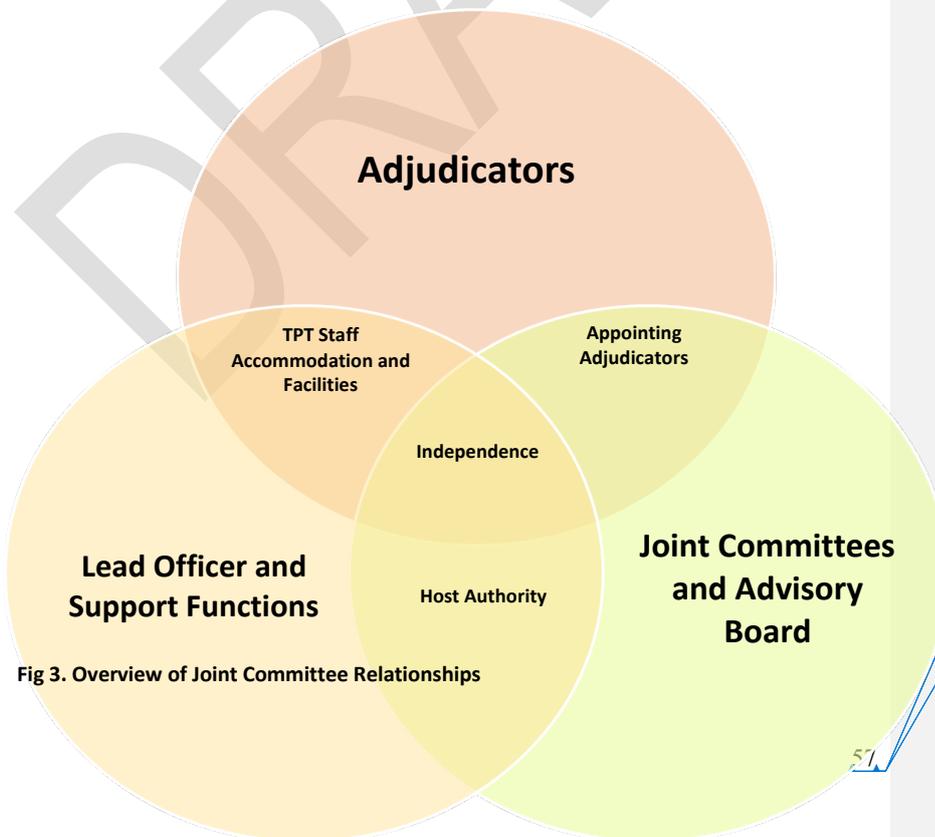


Fig 3. Overview of Joint Committee Relationships

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