

Bus Lane Adjudication Service Joint Committee

Agenda

Date: Tuesday 12th July 2016
Time: 12.30 pm
Venue: The Hoare Memorial Hall, Church House, Dean's Yard,
London SW1P 3NZ

1. **Appointment of Chairman and Vice Chairman**

To appoint a Chairman and Vice Chairman until the next meeting of the Joint Committee

2. **Apologies for Absence**

To receive apologies for absence

3. **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

4. **Minutes of the meeting held on 23 June 2015** (Pages 1 - 8)

To approve the minutes of the Bus Lane Adjudication Joint Committee held on 23 June 2015

5. **Minutes of the meeting of the Executive Sub Committee held on 27 January 2016** (Pages 9 - 14)

To note the minutes of the Bus Lane Adjudication Service Joint Committee Executive Sub Committee held on 27 January 2016

6. **Chairman's Update**

To provide the Joint Committee with a general update since the last meeting

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Bus Lane Adjudication Service Joint Committee
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7. **Report of the PATROL and BLASJC Resources Working Group**
(Pages 15 - 20)

To report on matters discussed at the PATROL and BLASJC Resources Working Group which met on 25 May 2016

8. **Appointment of Auditors** (Pages 21 - 22)

To appoint auditors for the 2015/16 to 2017/18 accounts

9. **Draft Annual Return 2015/16** (Pages 23 - 60)

To approve the draft annual return and supporting documentation

10. **Reviewing the Basis for Defraying Expenses 2016/17** (Pages 61 - 64)

To review the basis for defraying expenses 2016/17

11. **Bus Lane Adjudication Service Joint Committee Financial Regulations 2016/17** (Pages 65 - 74)

To approve amendments to the Joint Committee's Financial Regulations and to note exceptions in 2015/16

12. **Establishment of Executive Sub Committee** (Pages 75 - 78)

To establish an Executive Sub Committee and appoint members for the period until the annual meeting of the Joint Committee in July 2017

13. **Appointments to the Advisory Board** (Pages 79 - 84)

To approve appointments to the Advisory Board for the period until the annual meeting of the Joint Committee in July 2017

14. **Risk Management and Business Continuity** (Pages 85 - 104)

To review the Risk Management Strategy and Business Continuity Management Policy and note the latest review of the Risk Register

15. **Review of Governance** (Pages 105 - 188)

To review governance documentation and arrangements including the BLASJC Agreement and Standing Orders, Service Level Agreement with the Host Authority, Memorandum of Understanding between the Adjudicators and the Joint Committee, the Scheme of Delegation to the Chief Adjudicator and Director, the appointment of the Proper Officer and to approve meeting dates for 2016/17

16. **Chief Adjudicator's Update**

To receive a report from the Chief Adjudicator

17. **General Progress and Service Standards** (Pages 189 - 194)

To provide general information in respect of the Tribunal's initiatives and standards

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Minutes of a meeting of the
Bus Lane Adjudication Service Joint Committee Agenda
 held on Tuesday, 23rd June, 2015 in The Hoare Memorial Hall, Church House
 Conference Centre, Dean's Yard, London SW1P 3NZ

PRESENT**Councillors**

Tony Page	Reading Borough Council (in the chair)
Graham Burgess	Hampshire County Council
Terry Douris	Hertfordshire County Council
Jamie Macrae	Cheshire East Council
Peter Robinson	Tameside Metropolitan Borough Council

Officers in attendance:

George Broughton	Cheshire East Council
Andy Diamond	PATROL
Kathryn Eldridge	BATHNES Advisory Board
Louise Hutchinson	Director PATROL
Stephen Knapp	Deputy Chief Adjudicator
Erica Maslen	PATROL
Caroline Sheppard	Traffic Penalty Tribunal
Cherry Foreman	Cheshire East Council

1 APPOINTMENT OF CHAIRMAN AND VICE CHAIRMAN

Consideration was given to the appointment of Chairman and Vice-Chairman.

RESOLVED

That Councillor Tony Page (Reading Borough Council) be appointed Chairman of the Committee, and Councillor Graham Burgess (Hampshire County Council) be appointed as Vice-Chairman.

Councillor Tony Page took the Chair.

2 APOLOGIES FOR ABSENCE

The apologies for absence were reported.

3 DECLARATIONS OF INTEREST

There were no declarations of interest.

4 MINUTES OF THE MEETING HELD ON 25 JUNE 2014

The minutes of the meeting held on 25 June were considered. An amendment was made to the final paragraph of the preamble of Minute 8 (Review of Governance) whereby the word 'authority' was changed to 'service'.

RESOLVED

That subject to the above amendment the minutes be approved as a correct record.

5 MINUTES OF THE MEETING OF THE EXECUTIVE SUB COMMITTEE HELD ON 28 JANUARY 2015

RESOLVED

That the minutes of the meeting be approved as a correct record.

6 CHAIRMAN'S UPDATE

There was no Chairman's update.

7 REPORT OF THE PATROL AND BLASJC RESOURCES WORKING GROUP AND SUB COMMITTEE

At the meeting of the Executive Sub-Committee in January it was resolved that the Resources Sub-Committee and Working Group would oversee a number of initiatives that had resources implications, including the review of the management structure, the introduction of a scheme of delegation from the Chief Executive of Cheshire East Council to the Head of Service, and a number of research projects.

The meeting, Chaired by Councillor Macrae, took place on 25 March 2015 and its draft Terms of Reference were now submitted to the Joint Committee for approval. The Resources Sub-Committee and Working Group had also approved a revised structure for adjudicators and staff including the redesignation of the Head of Service as Director, the introduction of three new management posts plus a salaried Deputy Chief Adjudicator, with fee-paid arrangements being retained for adjudicators generally. The proposed scheme of delegation was considered and is the subject of a separate report on this agenda.

The meeting noted the impact of the introduction of the BECK (Best Evidence Cloud Knowledge) on-line appeal portal and case management system, and also the opportunities it presented for further efficiencies and its potential for use in other jurisdictions. It was agreed that user feedback be sought prior to commencing phase 2 development of the project, and also with regard to exploring other commercial opportunities for its use, over which it would undertake a scrutiny role.

Approval was given to raising the profile of PATROL at a national level and to a Public Affairs Campaign. In the interest of openness, and to provide assurance to the Joint committee, it was agreed to continue the production of audited accounts beyond 2014/15 when the legal requirement to do so had been removed.

RESOLVED

1. That the resolutions of the Resources Sub-Committee meeting on 25 March 2015 be noted.
2. That approval be given to the proposed Terms of Reference for the Resources Sub Committee and Working Group.
3. That the future tasks for the Sub-Committee and Working Group, set out in the report, be approved.

8 CHIEF ADJUDICATOR'S REPORT

The Chief Adjudicator, Caroline Sheppard, updated the committee on progress since the introduction of the moving traffic offences legislation and enforcement in Cardiff. No particular problems had been encountered and the success of its introduction would be of use in future lobbying for its introduction elsewhere.

RESOLVED

That the update be noted.

9 ADJUDICATOR APPOINTMENT

The Chief Adjudicator reported on the reappointment of fifteen Adjudicators, and on the appointment of a Deputy Chief Adjudicator. It was confirmed that appointments were for a period of five years and there was a presumption of renewal.

RESOLVED

That the renewal of the appointment of each Adjudicator, named in Appendix 1 of the report, for a further period of five years to 2020 (or, in relevant cases, until the end of the year of their 70th birthday) as:

Parking Adjudicator for England under the provisions of Regulation 17(1) and (5) of the Civil Enforcement of Parking Contraventions (England) General Regulations 2007. By virtue of this appointment the adjudicators also have jurisdiction to determine appeals under of Regulation 12 of the Road User Charging (Penalty Charges, Adjudication and Enforcement) England Regulations 2013

Traffic Adjudicator for Wales under Regulation 16 of the Civil Enforcement of Road Traffic Contraventions (General Provisions) (Wales) Regulations 2013

and of Adjudicator Stephen Knapp as the Deputy Chief Adjudicator, be noted.

10 GENERAL PROGRESS AND SERVICE STANDARDS

Consideration was given to an annual summary of appeals activity set against the Joint Committee's performance standards. It was noted that this was a transitional year and therefore the overview of appeals activity for 2014/15 detailed those handled by both the legacy case management system and also by BECK (Best Evidence Cloud Knowledge), the on-line portal. The report included

a summary of the number of appeals, the trend across different appeal types, hearing types and associated case closure times.

It was proposed that, in the light of the changes in performance brought about by the on-line portal, the reporting framework be reviewed and considered further at the next meeting of the Committee.

RESOLVED

1. That the annual summary of appeals activity be noted.
2. That an updated reporting framework be considered at the meeting of the Committee in June 2016.

11 DRAFT ANNUAL RETURN 2014/15

Consideration was given to the draft Annual Return for 2014/15. The adjudication service operated on a self-financing basis with income obtained from defraying expenses among member authorities. The integrated manner for both parking and bus lane appeals had provided opportunities for cost sharing and the provision of an efficient and cost effective service.

It was reported that following discussion with the auditors, BDO, a programme in respect of the accounts for the financial year 2014/15 had been agreed that met the requirements of making them available for inspection by electors.

The main expenditure was reported and it was proposed that a bad debt policy be introduced. In addition a small surplus had been generated and it was agreed that this be reviewed further as part of the budget discussions at the next meeting in October.

RESOLVED

That

1. the outturn position at 31 March 2015 be noted;
2. approval be given to the 2014/15 Annual Return, as set out in Appendix 1 of the report;
3. the internal audit report, set out in Appendix 2 of the report, be noted;
4. the balance sheet and cash flow statement, set out in Appendices 3 and 4 of the report respectively, be noted;
5. approval be given to the Code of Corporate Governance, set out in Appendix 5 of the report.
6. approval be given for a bad debt policy to be introduced.
7. further consideration be given to the level of reserves at the meeting of the Committee on October.

12 BUS LANE ADJUDICATION SERVICE JOINT COMMITTEE FINANCIAL REGULATIONS 2015/16

Consideration was given to the Financial Regulations and supporting documentation; they had last been considered at the annual meeting in June 2014.

RESOLVED

That approval be given to the Financial Regulations for 2015/16.

13 APPOINTMENT OF AUDITORS

It was reported that BDO had been appointed as Auditors for the 2015/16 accounts.

RESOLVED

That the appointment be noted.

14 REVIEW OF GOVERNANCE

The Committee reviewed the governance documentation and arrangements, including the Bus Lane Adjudication Service Joint Committee Agreement, the Service Level Agreement with the Host Authority, Cheshire East, the Memorandum of Understanding between the Adjudicators and the Joint Committee, Schemes of Delegation, the appointment of the Proper Officer, and meeting dates for 2015/16.

In considering the meeting dates it was suggested that the date in June 2016 be moved to July and it was agreed that Members be canvassed on this outside the meeting.

RESOLVED

1. That approval be given to the variation in the Bus Lane Adjudication Service Joint Committee Agreement dated 3 December 2014 and variation to the standing orders, detailed in Appendix 1.
2. That the Service Level Agreement between the Joint Committee and the Host/Lead Authority, detailed in Appendix 2, be noted.
3. That approval be given to the Schemes of Delegation to the Chief Adjudicator and Head of Service, Appendices 3 and 4 respectively.
4. That approval be given to the updated Memorandum of Understanding between the Adjudicators and the Joint Committee, detailed in Appendix 5.
5. That approval be given to appoint persons to fulfil the function of the proper officer under the relevant regulations.
6. That the cycle and location of meetings for 2015/16 be agreed as

27 October 2015, 27 January 2016 and that the June/July 2016 date be confirmed.

15 ESTABLISHMENT OF EXECUTIVE SUB COMMITTEE

Consideration was given to arrangements for establishing an Executive Sub-Committee and to its Terms of Reference. At present Councils belonging to the Bus Lane Adjudication Service Agreement had to then appoint a Member to represent them on the Joint Committee. As the number of Councils increased a way of avoiding the need for large numbers of members having to attend all the meetings was to establish an Executive Sub-Committee; as allowed by BLASJC Standing Order no 9. The Terms of Reference had to be agreed by the Joint Committee and the functions recommended for delegation were set out in an appendix to the report.

It was recommended that the Executive Sub Committee comprise a minimum of 3 members.

RESOLVED

That approval be given for the Joint Committee to establish an Executive Sub-Committee to act on behalf of the Committee until the annual meeting in 2016, in accordance with the Appendix to the report, and that it appoints members of the Executive Sub-Committee for the forthcoming year.

16 APPOINTMENTS TO THE ADVISORY BOARD

Standing Orders provided for the Joint Committee to establish and appoint an Advisory Board and consideration was now given to its Terms of Reference and appointments for 2015/16. The appointments were reviewed on an annual basis. It was proposed that an Independent Consumer Member be added to the membership and that they should be from a motoring organisation such as the RAC Foundation or the AA Motoring Trust; this was agreed.

RESOLVED

That the Terms of Reference and composition of the Advisory Board, as set out in the Appendix to the report, be adopted.

17 RISK MANAGEMENT AND BUSINESS CONTINUITY

The Joint Committee considered the Risk Management Strategy, the Business Case Continuity Management Policy, and the latest Risk Register. It was reported that training for risk management was to be added.

RESOLVED

1. That the Risk Management Strategy, set out in Appendix 1 of the report, be approved.

2. That it be noted that the Joint Committee's Executive Sub-Committee will be updated on Risk Management Training as identified in the 2014/15 Internal Audit Report.
3. That the updated Risk Register, set out in Appendix 2 of the report, be noted.
4. That approval be given to the Business Continuity Management Policy, set out in Appendix 3 of the report.

The meeting commenced at 13.15 pm and concluded at 13.25 pm

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Minutes of a meeting of the
Bus Lane Adjudication Service Joint Committee
 held on Wednesday, 27th January, 2016 in The Westminster Room, The
 Local Government Association, Local Government House, Smith Square,
 London SW1P 3HZ

PRESENT

Councillor Tony Page	(Reading Borough Council) in the Chair
Graham Burgess	Hampshire County Council
Saoirse Horan	Brighton and Hove City Council
Terry Douris	Hertfordshire County Council
Jamie Macrae	Cheshire East Council
Anthony Clarke	Bath and North East Somerset Council

Officers

Graham Addicott OBE	Independent Member Vice-Chair Advisory Board
Mark Samways	Advisory Board (Hampshire County Council)
Jo Abbott	Independent Member Advisory Board
George Broughton	Advisory Board (Cheshire East Council)
Caroline Sheppard	Chief Adjudicator
Louise Hutchinson	Director PATROL
Jon McEvoy	Carmarthenshire County Council
Paul Nicholls	Brighton and Hove City Council
John Kieran	Traffic Penalty Tribunal
Iain Worrell	Traffic Penalty Tribunal
Andy Diamond	PATROL
Cherry Foreman	Cheshire East Council

30 APOLOGIES FOR ABSENCE

The apologies for absence were reported.

31 DECLARATIONS OF INTEREST

There were no declarations of interest.

32 MINUTES OF THE MEETING HELD ON 27 OCTOBER 2015

RESOLVED

That the minutes of the meeting be approved as a correct record.

33 CHAIR'S UPDATE

The Chair reported that Kirklees would be commence civil enforcement with effect from early February.

34 PATROL AND BLASJC RESOURCES WORKING GROUP AND SUB COMMITTEE

Consideration was given to a report on the PATROL and BLASJC Resources Sub Committee and Working Group meeting held on 7 January. A number of matters with resources implications had been considered including the review of the management structure, the introduction of a scheme of delegation for the Chief Executive of Cheshire East Council to the Director, and research and public affairs projects.

The Chairman highlighted the outcomes from the Working Group meeting, which were detailed in the report, and confirmed that a full report on the Public Affairs Workshop held that day would be circulated in due course; attention was, however, drawn to the increased focus to be made on increasing the profile of PATROL and the Adjudication Service with Government bodies

The Director reported that the BLASJC may be a useful forum for exploring the potential to take advantage of new opportunities.

RESOLVED

1. That the resolutions of the Resources Sub Committee on 7 January be noted.
2. That approval be given for the Resources Sub-Committee and Working Group to oversee the matters highlighted in the report and to report back to the next meeting of the Joint Committees or their Executive Sub Committees.

35 CHIEF ADJUDICATOR'S UPDATE

The Chief Adjudicator extended her thanks to Brighton and Hove City Council which has assisted in the testing of the new online appeal system which was due to go live shortly. The Adjudicators had worked hard to introduce this new initiative which would enable the results of appeals to be read on line, but with an additional print facility. The records would also provide a useful register of work and results.

It was reported that use of the on-line system developed by PATROL was being looked at by the Courts as part of their own process of reform. The Chief Adjudicator had been invited to join the Justices Working Party, which was looking at reforming the Courts, with an intention of much of the work being done on-line in the future.

Other updates included the increasing speed with which appeals could now be dealt with.

RESOLVED

That the update be noted.

36 BUDGET MONITORING 2015/16

Consideration was given to the income, expenditure and reserves monitoring information for the year to 30 November 2015, and to the projected outturn for the end of the current financial year. The Tribunal operated on a self financing basis with income obtained from defraying expenses amongst the BLASJC member authorities and the revenue budget estimates were established on the basis that it would reflect the councils who were already members of the BLASJC.

RESOLVED

That the income and expenditure reserves at 30 November 2015, together with the projected outturn for 2015/16 be noted.

37 SERVICE LEVEL AGREEMENT BETWEEN THE JOINT COMMITTEE AND CHESHIRE EAST COUNCIL

Councillor J Macrae declared a non prejudicial interest in this item by virtue of being a Member of Cheshire East Council.

Consideration was given to the Service Level Agreement (SLA) with Cheshire East Council (the Host Authority) for 2016/17. A review of the services provided had been undertaken and it was reported at the meeting that the annual charge had reduced by £2,880; the provision of additional services in respect of printing and postage fell outside the SLA.

RESOLVED

That the variations to the Service Level Agreement for 2016/17 be approved and that Cheshire East Council be reimbursed for its services.

38 REVENUE BUDGETS FOR 2016/17

The budget estimates for 2016/17 were considered based on the likely service uptake during 2016/17 and the adjudicators, administrative support and accommodation needed. It had been agreed that both parking and bus lane adjudications be administered and heard in an integrated fashion to afford an opportunity for cost sharing, further economies of scale and the ability to provide an efficient and effective service; BLASJC was recharged by the PATROL Adjudication Joint Committee for this purpose.

RESOLVED

That approval be given to the Revenue Budget for 2016/17 as set out in the report.

39 DEFRAYING THE EXPENSES OF THE JOINT COMMITTEE 2016/17

Consideration was given to the basis for those participating in the Joint Committee to contribute to its expenses during 2016/17.

The BLASJC agreement provided for the adjudication service to be operated on a self financing basis with expenses shared by participating authorities; this also supported the reserves position. Options of 40p or 45p per PCN were

considered, or of maintaining the current contribution of 45p and reviewing the position in July and October 2016.

RESOLVED

1. That approval be given to a charge of 45p per PCN and that the position be reviewed in July and October 2016.
2. That approval be given to there being no annual charge, nor cost per case.
3. That approval be given to the principle of introducing a cost per case charge in-year for paper evidence files once the portal is available to all Councils and that this will be preceded by a report to the Joint Committee or its Executive Sub Committee.
4. That invoicing be undertaken on a quarterly basis on estimated figures and subsequently adjusted to the actual figures at the September and March points.
5. That it be noted that the decision to provide a transcription from the audio recording of proceedings rests with the Adjudicator. Where this has been agreed to, the Joint Committee agrees that the incidental costs of making a transcription from the audio recordings of the proceedings at a hearing be charged to the requesting party except when, in the view of the Adjudicator, a disability of the requesting party would make it desirable for that person to receive such a transcript.

40 RISK REGISTER

In accordance with the Joint Committees Risk Management Strategy consideration was given to the latest review of the Risk Register.

RESOLVED

That the latest review of the Risk Register be noted.

41 APPOINTMENT TO THE ADVISORY BOARD

Consideration was given to the appointment of Ian Hughes of Calderdale Council to the Joint Committee as the Metropolitan Council representative on the Advisory Board. The Terms of Reference of the Board were attached for information.

RESOLVED

That approval be given to the appointment of Ian Hughes to the Advisory Board.

42 GENERAL PROGRESS AND SERVICE STANDARDS

Consideration was given to a summary of appeals activity for the seven month period to 31 October 2015. The Joint Committee had a set of performance standards one of which included appeals handled in both the legacy case management system and on the on-line portal case management system BECK (Best Evidence Cloud Knowledge). As all appeals would soon be transferred to BECK it was proposed that a revised framework for reporting be considered at the Joint Committees annual meetings in July.

Information given included bus lane appeals (excluding Wales) along with feedback on the three types of hearings namely E-decision, telephone and face to face hearings.

RESOLVED

That the summary of appeals information be noted.

43 DATE OF NEXT MEETING

RESOLVED

That the next meeting be held on 12 July 2016 at Church House Conference Centre, Westminster.

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PATROL AND BUS LANE ADJUDICATION SERVICE JOINT COMMITTEES

Date of Meeting: 12TH July 2016
Report of: The Director
Subject/Title: Report of the PATROL and BLASJC Resources Working Group meeting held 25th May 2016.

1.0 Report Summary

1.1 To report on the PATROL and BLASJC Resources Working Group meeting held 25th May 2016.

2.0 Recommendations

2.1 To note the matters discussed at the meeting held 25th May 2016.

2.2 To approve the Terms of Reference for PATROL and BLASJC Resources Working Group.

2.3 To approve the Resources Sub Committee and Working Group overseeing matters highlighted in the report and reporting back to the next meeting of the Joint Committees or their Executive Sub Committees.

3.0 Reasons for Recommendations

3.1 To update the Joint Committee.

4.0 Financial Implications

4.1 A financial summary was considered by the Resources Working Group.

5.0 Legal Implications

5.1 None

6.0 Risk Management

6.1 None

7.0 Background and Options

7.1 The June 2015 meeting of the Joint Committee resolved that the Resources Sub Committee and Working Group would oversee a number of initiatives with resources implications on its behalf..

7.2 The last meeting took place on 25th May 2016 chaired by Councillor Macrae.

7.3 The Resources Working Group:

- Reviewed the Terms of Reference for the Sub Committee and Working Group (Appendix 1)

Public Affairs

- Noted discussions and meetings attended concerning calling for the remaining powers of Part 6 of the Traffic Management Act to be implemented as is the case in Wales.
- Noted the Summary of responses to the Consultation on Parking Reform: tackling unfair practices
- Noted the introduction of the Traffic Signs Regulation and General Directions 2016.
- Noted the introduction of the pilot scheme in the Royal Borough of Windsor and Maidenhead which allows the penalty to be settled at a discount if their appeal is dismissed

HR and Finance

- Noted HR Matters including urgency matters reported since the last meeting.
- Reviewed financial papers being presented to the Joint Committees at their meetings on 12th July 2016.
- Noted the basis for defraying expenses for the provision of adjudication in respect of appeals against penalties issued for non-payment of the Road User Charge at the Dartford River Crossing.
- Noted the progress with the online appeal system and roll out and how it might be adapted for future appeal streams.
- Consideration was given to the potential scope for future appeals streams given the Joint Committee's current governance arrangements and recommends that the Resources Sub Committee and Working Group are tasked with reviewing the various governance models available which might increase the scope for providing adjudication and setting out a programme for putting the arrangements into place. This programme may include approaching members of the Joint Committees concerning changes to the agreements.

7.4 It is proposed that the Resources Working Group and Sub Committee oversee the above matters and report back to the October 2016 and 2017 meetings of the Joint Committee Executive Sub Committees.

8.0 Recommendation

8.1 To note the matters discussed at the meeting held 25th May 2016.

8.2 To approve the Terms of Reference for PATROL and BLASJC Resources Working Group.

- 8.3 To approve the Resources Sub Committee and Working Group overseeing matters highlighted in the report and reporting back to the next meeting of the Joint Committees or their Executive Sub Committees.

9.0 Access to Information

The background papers relating to this report can be inspected by contacting the report writer:

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Designation: Director

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Appendix 1

**PATROL AND BUS LANE ADJUDICATION SERVICE
JOINT COMMITTEES**

Resources Working Group and Sub Committee

Terms of Reference 2016/17

Membership:

Chairs, Vice Chairs, Assistant Chairs of PATROLAJC and BLASJC supported by a Resources Working Group to include: Chair and Vice Chair of Advisory Board, Director, Chief Adjudicator and such additional representatives that may assist the Working Group and Sub Committee.

Meetings:

As and when required.

Delegation

Delegation of the following functions from the PATROL Joint Committee or Executive Sub Committee to the PATROLAJC Resources Working Group and Sub Committee.

- (a) Any financial or governance matter that the Joint Committee or its Executive Sub Committee determines to delegate to the Resources Working Group to take forward between meetings in so far as this does not contravene existing standing orders and governance arrangements and falls within the approved budget.
- (b) Progressing any urgent financial or governance matter including risk items relating to audit recommendations which fall between Joint Committee or its Executive Meetings as raised by the Chairman or Director on the basis that this falls within the approved budget.
- (c) Accepting tenders for the supply of goods, services, materials, equipment, building and civil engineering works in excess of £250,000 per contract on the basis that they fall within the approved budget or relate to earmarked reserves.
- (d) Accepting the tender of a sub-contractor or supplier for specialist work or material in excess of £100,000 for which a prime cost sum is included in the main contract sum for services, building and civil engineering works on the basis that they fall within the approved budget or relate to earmarked reserves.
- (e) Approving human resource issues which fall outside the delegation from the Joint Committee and Lead Authority to the Director, save for those relating to Adjudicators which are delegated to the Chief Adjudicator on the basis that they fall within the approved budget.

Review

These terms of reference will be presented to the Joint Committee meeting in June 2015 and subsequently reviewed on an annual basis.

Approved June 2015

Submitted for review July 2016

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PATROL and BUS LANE ADJUDICATION SERVICE JOINT COMMITTEES

Date of Meeting:	12 th July 2016
Report of:	The Director in consultation with the Resources Working Group
Subject/Title:	Appointment of External Auditor

1.0 Report Summary

1.1 To seek approval for the appointment of external auditors

2.0 Recommendation

2.1 To approve BDO as external auditors for the period covering 2015/16 to 2017/18 accounts.

3.0 Reasons for Recommendations

3.1 To formally appoint an external auditor

4.0 Financial Implications

4.1 The combined fee for PATROL and BLASJC for 2014/15 was £3,360.

5.0 Legal Implications

5.1 None

6.0 Risk Management

6.1 The external audit provides assurance to the Joint Committees

7.0 Background and Options

7.1 From 1 April 2015, implementation of the Local Audit and Accountability Act 2014 will mean that joint committees are no longer be required to have their accounts separately prepared and audited. Previously, PATROL and BLASJC had appointed auditors BDO to undertake an annual review of accounts. BDO are continuing to offer this service to Joint Committees who wish to do so. The combination of internal audit and this external audit provides assurance to the Joint Committee of the appropriateness of accountancy processes undertaken on their behalf.

7.2 The purpose of this report is to seek approval to the appointment of BDO as external auditor for the period covering 2015/16 to 2017/18 accounts.

8.0 Recommendation

8.1 To approve BDO as external auditors for the period covering 2015/16 to 2017/18 accounts.

9.0 Access to Information

The background papers relating to this report can be inspected by contacting the report writer:

Name: Louise Hutchinson

Designation: Director

Tel No: 01625 445566

Email: lhutchinson@patrol-uk.info

BUS LANE ADJUDICATION SERVICE JOINT COMMITTEE

Date of Meeting: 12th July 2016
Report of: The Lead Officer on behalf of the Advisory Board and in consultation with the Resources Working Group
Subject/Title: Draft Annual Return 2015/16

1.0 Report Summary

1.1 This report presents the draft annual return for the year 2015/16

2.0 Recommendations

That the Joint Committee:

2.1 Notes the outturn position against the 2015/16 budget included within the report. (Appendix 1)

2.2 Approves the 2015/16 draft Annual Return (Appendix 2)

2.3 Notes the Annual Internal Audit Report (Appendix 3)

2.4 Notes the audit timetable included within the report.

2.5 Notes the Balance Sheet and Cash Flow Statements (Appendix 4 and 5)

2.6 Approves the surplus of income over expenditure of £311,366 being added to the Bus Lane Adjudication Service Joint Committee's reserves

2.7 Notes the recommendation to review the Code of Corporate Governance at the October 2016 meeting to take account the CIPFA (Chartered Institute of Public Finance and Accountancy) publication: "Delivering Good Governance in Local Government Framework – 2016)

3.0 Reasons for Recommendations

3.1 To finalise accounts for 2015/16.

4.0 Financial Implications

4.1 As outlined in the report

5.0 Legal Implications

5.1 None

6.0 Risk Management

6.1 None

7.0 Background and Options

7.1 The adjudication service is operated on a self-financing basis with income obtained by defraying expenses amongst member authorities and providing adjudication services to non-member authorities as determined by statute.

7.2 At the meeting of Executive Sub-Committee held on 28th January 2015 it was agreed to adopt the revenue budget estimates for 2015/16 set out in this report.

7.3 At the meeting of the Executive Sub-Committee held on 28th January 2015 the Lead Officer was given authorisation in consultation with the Chair, Vice Chair and Assistant Chair to incur expenditure against the revenue budget in excess of the £428,894 set by the Committee should the need arise, provided such expenditure is within the total income for the year.

7.4 This report provides details of the draft 2015/16 Annual Accounts for approval by the Joint Committee.

7.5 The outturn position is enclosed at Appendix 1.

7.6 The draft annual return for 2015/16 is included at Appendix 2. The accounting statement for 2015/16 has been prepared in accordance with the requirements of the Audit Commission’s Small Bodies Annual Return. The completion of the return removes the requirement for a full set of accounts however a Balance Sheet and Cash Flow Statement is provided for information at Appendix 4 and 5.

7.9 Income is showing a favourable variance of £186,874 and expenditure is showing a favourable variance of £121,739. This results in an overall surplus for 2015/16 of £311,366.

7.10 2015/16 Accounts and Audit Programme

Stage	2015/16
Display Notice	1 st to 11 th July
Draft annual return submitted to PATROLAJC for approval	12 th July
Make records available	12 th to 28 th July
Submission of Annual Return and Supporting Documents to BDO	31 st July

8.0 Access to Information

The background papers relating to this report can be inspected by contacting the report writer:

Name: Louise Hutchinson

Designation: Director

Tel No: 01625 445566

Email: lhutchinson@patrol-uk.info

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Appendix 1

Bus Lane Outturn 31.03.16				
	31.03.16	31.03.16	31.03.16	2014/15
	Actual	Budget	Var to Budget	OUTTURN
Income				
Bus Lane Income	618,521	431,647	186,874	462,217
Other Income			0	-1,026
Bank Interest			0	
Total Income	618,521	431,647	186,874	461,191
Expenditure:				
Adjudicators			0	
Staff			0	
Premises / Accommodation			0	
Transport			0	
Supplies and Services	-41,529	100	41,629	41,727
IT			0	167
Services Management and Support			0	
Pro-Rata Appeal Costs	348,984	425,734	76,750	452,607
Audit Fees	-300	3,060	3,360	1,800
Contingency			0	
Total Expenditure	307,155	428,894	121,739	496,301
Surplus / (Deficit)	311,366	2,753	308,613	-35,109

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Joint Committees

Return for the financial year ended 31 March 2016

The return on pages 2 to 5 is made up of four sections:

- Sections 1 and 2 are completed by the person nominated by the Joint Committee
- Section 3 is completed by BDO LLP as the reviewer appointed by the Joint Committee.
- Section 4 is completed by the Joint Committee's internal audit provider.

Completing your return

Guidance notes, including a completion checklist, are provided on page 6 and at relevant points in the return. Also our extranet contains useful advice for you to refer to, see below.

Complete all sections highlighted in red. Do not leave any red box blank. Incomplete or incorrect returns require additional work and so may incur additional costs.

Send the return, together with your bank reconciliation as at 31 March 2016, an explanation of any significant year on year variances in the accounting statements and any additional information requested, to us, BDO LLP, by the due date.

We will identify and ask for any additional documents needed for our work. Therefore, unless requested, do not send any original financial records.

Once we have completed our work, the completed return will be returned to the Joint Committee.

It should not be necessary for you to contact us for guidance.

Additional information can be found on our extranet
(<https://bdoextranet.bdo.co.uk/sites/councils/pages/default.aspx>.)

Section 1 – Governance statement 2015/16

We acknowledge as the members of

Enter name of reporting body here:

BUS LANE ADJUDICATION SERVICE JOINT COMMITTEE

Our responsibility for ensuring that there is a sound system of internal control, including the preparation of the accounting statements. We confirm, to the best of our knowledge and belief, with respect to the accounting statements for the year ended 31 March 2016, that:

	Agreed		'Yes'
	Yes	No*	Means that the body:
1 We approved the accounting statements prepared in accordance with the guidance notes within this Return.	✓		Prepared its accounting statements and approved them.
2 We maintained an adequate system of internal control, including measures designed to prevent and detect fraud and corruption and reviewed its effectiveness.	✓		Made proper arrangements and accepted responsibility for safeguarding the public money and resources in its charge
3 We took all reasonable steps to assure ourselves that there are no matters of actual or potential non-compliance with generally accepted good practice that could have a significant financial effect on the ability of the body to conduct its business or on its finances and have reported our financial results to our host authority for inclusion in their accounts.	✓		Has only done what it has the legal power to do and has complied with general accepted good practice
4 We carried out an assessment of the risks facing the body and took appropriate steps to manage those risks, including the introduction of internal controls and/or external insurance cover where required.	✓		Considered the financial and other risks it faces and has dealt with them properly.
5 We maintained throughout the year an adequate and effective system of internal audit of the body's accounting records and control systems.	✓		Arranged for a competent person, independent of the financial controls and procedures, to give an objective view on whether internal controls meet the needs of the body.
6 We took appropriated action on all matters raised during the year in reports from internal audit and external reviews.	✓		Responded to matters brought to its attention by internal and external reviewers.
7 We considered whether any litigation, liabilities or commitments, events or transactions, occurring either during tor after the year-end, have a financial impact on the body and where appropriate have included them in the accounting statements.	✓		Disclosed everything it should have about its business activity during the yea including events taking place after the year-end if relevant.

The governance statement is approved by the Joint Committee and recorded as minute reference

MINUTE REFERENCE

Date DD/MM/YYYY

Signed by:

Chair SIGNATURE REQUIRED

Date DD/MM/YYYY

Signed by:

Clerk SIGNATURE REQUIRED

Date DD/MM/YYYY

*Note: Please provide explanations on a separate sheet for each 'No' response. Describe how the joint committee will address the weaknesses identified.

Section 2 – Accounting Statements 2015/16 for

Enter name of reporting body here:

BUS LANE ADJUDICATION SERVICE JOINT COMMITTEE

	Year ending		Notes and guidance
	31 March 2015 £	31 March 2016 £	
1 Balances brought forward	10,433	(24,676)	Total balances and reserves at the beginning of the year as recorded in the body's financial records. Value must agree to Box 7 of previous year.
2 (+) Income from local taxation and/or levy	-	-	Total amount of local tax and/or levy received or receivable in the year including funding from a sponsoring body. Excluding any grants received.
3 (+) Total other receipts	461,191	618,521	Total income or receipts as recorded in the cashbook less the taxation and/or levy (line 2). Include any grants received here.
4 (-) Staff costs	-	-	Total expenditure or payments made to and on behalf of all employees. Include salaries and wages, PAYE and NI (employees and employers), pension contributions and employment expenses.
5 (-) Loan Interest/capital repayments	-	-	Total expenditure or payments of capital and Interest made during the year on the body's borrowings (if any).
6 (-) All other payments	496,301	307,155	Total expenditure or payments as recorded in the cashbook less staff costs (line 4) and loan Interest/capital repayments (line 5).
7 (=) Balances carried forward	(24,676)	286,690	Total balances and reserves at the end of the year. Must equal (1+2+3) – (4+5+6)
8 Total cash and short term investments	13,125	345,023	The sum of all current and deposit bank accounts, cash holdings and short term investments held as at 31 March – to agree with bank reconciliation.
9 Total fixed assets plus other long term investments and assets	-	-	The original Asset and Investment Register value of all fixed assets, plus other long term assets owned by the body as at 31 March
10 Total borrowings	-	-	The outstanding capital balance as at 31 March of all loans from third parties (including PWLB)

I certify that for the year ended 31 March 2016 the accounting statements in the return present fairly the financial position of the Joint Committee and its income and expenditure, or properly present receipts and payments, as the case may be.

Signed by Responsible Financial Officer:

A. Bates SIGNED

Date

29/06/16

I confirm that these accounting statements were approved by the Joint Committee on:

DD/MM/YYYY

and recorded as minute reference:

MINUTE REFERENCE

Signed by Chair of meeting approving these accounting statements:

SIGNATURE REQUIRED

Date

DD/MM/YYYY

Section 3 – External Report 2015/16 Certificate

We present the findings from our review of the return for the year ended 31 March 2016 in respect of:

Enter name of reporting body here:

BUS LANE ADJUDICATION SERVICE JOINT COMMITTEE

Respective responsibilities of the Joint Committee and the reviewer

The Joint Committee has taken on the responsibility of ensuring that its financial management is adequate and effective and that it has a sound system of internal control. The Joint Committee prepares a return which:

- summarises the accounting records for the year ended 31 March 2016; and
- confirms and provides assurance on various governance matters in accordance with generally accepted good practice

This report has been produced in accordance with the terms of our engagement letter dated [date] ("the Engagement Letter") and in accordance with the International Standard on Related Services 4400 applicable to agreed-upon-procedures engagements as published by IAASB.

We have performed the following work in respect of the return prepared by the Joint Committee:

- agreed to bank reconciliation to the annual return and the bank statements
- agreed the Annual return figures back to the trial balance
- ensured the trial balance and accounting statements adds up
- agreed the precept to the funding body
- agreed any loans to the PWLB or whoever the loan is with
- checked the comparative figures to the prior year accounts
- undertake an analytical review of the figures and investigated any variances in excess of 10%
- agree that the accounting statements and annual governance statement have been signed and dated as required.
- investigated any NO answers to the Annual Governance Statement
- investigated any NO answers in the Internal auditor report

[No exceptions were found / Apart from the following exceptions, noted below, no exceptions were found.]

We have not subject the information contained in our report to checking or verification procedures except to the extent expressly stated above and this engagement does not constitute an audit or a review and, as such, no assurance is expressed. Had we performed additional procedures, an audit or a review, other matters might have come to light that would have been reported.

You were responsible for determining whether the agreed upon procedures we performed were sufficient for your purposes and we cannot, and do not, make any representations regarding the sufficiency of these procedures for your purposes.

Our report is prepared solely for the confidential use of the joint committee. Our report must not be used for any purpose other than for which it was prepared or be reproduced or referred to in any other document or made available to any third party without the written permission of BDO LLP.

We accept no liability to any other party who is shown or gains access to this report.

Reviewer signature

BDO LLP

Section 4 – Annual internal audit report 2015/16 to

Enter name of reporting body here:

BUS LANE ADJUDICATION SERVICE JOINT COMMITTEE

The Joint Committee's internal audit service provider, acting independently and on the basis of an assessment of risk, carried out a selective assessment of compliance with relevant procedures and controls expected to be in operation during the financial year ended 31 March 2016.

Internal audit has been carried out in accordance with the Joint Committee's needs and planned coverage.

On the basis of the findings in the areas examined, the internal audit conclusions are summarised in this table. Set out below are the objectives of internal control and alongside are the internal audit conclusions on whether, in all significant respects, the control objectives were being achieved throughout the financial year to a standard adequate to meet the needs of the Joint Committee.

Internal control objective	Agreed? Please choose one of the following		
	Yes	No*	Not covered**
A. Appropriate accounting records have been kept properly throughout the year.	✓		
B. The Joint Committee's financial regulations have been met, payments were approved and VAT was appropriately accounted for.	✓		
C. The Joint Committee assessed the significant risks to achieving its objectives and reviewed the adequacy of arrangements to manage these.	✓		
D. The annual taxation or levy or funding requirements resulted from an adequate budgetary process; progress against the budget was regularly monitored; and reserves were appropriate.	✓		
E. Expected income was fully received, based on correct prices, properly recorded and promptly banked; and VAT was appropriately accounted for.	✓		
F. Petty cash payments were properly supported by receipts, all petty cash expenditure was approved and VAT appropriately accounted for.	*✓		
G. Salaries to employees and allowances to members were paid in accordance with the body approvals, and PAYE and NI requirements were properly applied.	✓		
H. Asset and investments registers were complete and accurate and properly maintained.	✓		
I. Periodic and year-end bank account reconciliations were properly carried out.	✓		
J. Accounting statements prepared during the year were prepared on the correct accounting basis, agreed to the cash book, were supported by an adequate audit trail from underlying records, and, where appropriate, debtors and creditors were properly recorded.	*✓		

For any other risk areas identified by the Joint committee (list and other risk areas below or on separate sheets if needed) adequate controls existed:

* See Internal Audit Report.
These are agreed - additional notes per Appendix B of the Internal Audit Report.

Name of person who carried out the internal audit:

MICHAEL TODD

Signature of person who carried out the internal audit:



Date:

29/06/2016

*Note: If the response is 'no' please state the implications and action being taken to address any weakness in control identified (add separate sheets if needed).

**Note: If the response is 'not covered' please state when the most recent internal audit work was done in this area and when it is next planned, or, if coverage is not required, internal audit must explain why not (add separate sheets if needed).

Guidance notes on completing the 2015/2016 return

1. Make sure that your return is complete (i.e. no empty red boxes), and is properly signed and dated. Avoid making any amendments to the completed return. But, if this is unavoidable, make sure the amendments are drawn to the attention of and approved by the body, properly initialled and an explanation provided to us. Returns containing unapproved or unexplained amendments will be returned and may incur additional costs.
2. Use the checklist provided below. Use a second pair of eyes, perhaps a member of the committee or the Chair, to review your return for completeness before sending it to us.
3. Do not send us any information not specifically asked for. Doing so is not helpful. However, you must notify us of any change of Clerk, Responsible Financial Officer or Chair.
4. Make sure that the copy of the bank reconciliation or letter confirming the balance held on your behalf which you send with the return covers all your bank balances. If the joint committee holds any short-term investments, note their value on the bank reconciliation. We must be able to agree your bank reconciliation to Box 8 on the Accounting statements. You must provide an explanation for any difference between Box 7 and Box 8.
5. Explain fully significant variances in the accounting statements on page 3. Do not just send in a copy of your detailed accounting records instead of this explanation. We want to know that you understand the reasons for all variances. Include a complete analysis to support your explanation.
6. If we have to review unsolicited information, or receive an incomplete bank reconciliation, or you do not fully explain variances, this may incur additional costs for which we will make a charge.
7. Make sure that your accounting statements add up the balance carried forward from the previous year (Box 7 of 2015) equals the balance brought forward in the current year (Box 1 of 2016).
8. Do not complete section 3. We will complete it at the conclusion of our work.

Completion checklist – 'No' answers mean you may not have met requirements		Done?
All sections	All red boxed have been completed?	
	All information has been sent with this return?	
Section 1	For any statement to which the response is 'no', an explanation is provided?	
Section 2	Approval by the body confirmed by the signature of Chair of meeting approving the accounting standards?	
	An explanation of significant variations from last year to this year is provided?	
	Bank reconciliation as at 31 March 2016 agrees to Box 8?	
	An explanation of any difference between Box 7 and Box 8 is provided?	
Section 4	All red boxed completed by internal audit and explanations provided?	

Internal Audit

PATROL (Parking and Traffic Regulations Outside London) and Bus Lane Adjudication Service Joint Committee 2015/16

Report Status: Final Report

Report Date: 4 July 2016

Prepared by: Kate Ramczyk

Distribution List:

Louise Hutchinson – PATROL, Director

Anna Scarisbrick – PATROL, Finance & Central Services Manager

1 Introduction and background

1.1 PATROL (Parking and Traffic Regulations Outside London) is an independent tribunal where impartial lawyers consider appeals by motorists and vehicle owners whose vehicles have been issued with:

- Penalty Charge Notices by participating councils in England and Wales enforcing under the Traffic Management Act 2004
- Penalty Charge Notices by participating councils in England undertaking civil bus lane enforcement under The Bus Lane Contraventions (Penalty Charges, Adjudication and Enforcement) (England) Regulations (2005 SI No 2757).

1.2 Under the above legislation and regulations, Councils operating civil parking and bus lane enforcement functions are responsible for defraying expenses in relation to the remunerations of the Adjudicators of the Traffic Penalty Tribunal. The Councils carry out this function through a Joint Committee which they are required to set up for this and related purposes. The PATROL and Bus Lanes Adjudication Joint Committees perform this function. In accordance with legislation and regulations, the constituent authorities of each Committee defray expenses in such a proportion as they decide.

1.3 PATROL is classed as a small relevant body in accordance with the Accounts and Audit (England) Regulations 2015, and prior to 2016/16 had to complete a Small Bodies Annual Return (SBAR) summarising their annual activities at the end of each financial year. This requirement has been removed for 2015/16 by the Accounts and Audit (England) Regulations 2015; however, the Body has decided to still complete the SBAR as good practice and in the spirit of openness and transparency.

1.4 Cheshire East Council was appointed as the Host Authority to the PATROL Adjudication Joint Committee and Bus Lane Adjudication Joint Committee on 1st January 2013. As part of this role, the Council has delivered the Body's Internal Audit service.

1.5 Where reference is made to policies and procedures within this report, these are PATROL'S, not Cheshire East Council's unless specified otherwise.

2 Objectives, scope & methodology

2.1 In order to complete Section 4 of the 2015/16 SBAR, we had to determine whether the ten stated internal control objectives have been achieved throughout the 2015/16 financial year to a standard adequate to meet the needs of the Body. The control objectives are:

- A. Appropriate accounting records have been kept properly throughout the year
- B. The body's financial regulations have been met, payments were supported by invoices, expenditure was approved and VAT appropriately accounted for
- C. The body assessed the significant risks to achieving its objectives and reviewed the adequacy of arrangements to manage this
- D. The annual taxation or levy or funding requirement resulted from an adequate budgetary process; progress against the budget was regularly monitored; and reserves were appropriate
- E. Expected income was fully received, based on correct prices, properly recorded and promptly banked; and VAT was appropriately accounted for
- F. Petty cash payments were properly supported by receipts, expenditure was approved and VAT appropriately accounted for
- G. Salaries to employees and allowances to members were paid in accordance with body approvals, and PAYE and NI requirements were properly applied
- H. Asset and investment registers were complete and accurate and properly maintained
- I. Periodic and year-end bank account reconciliations were properly carried out

- J. Accounting statements prepared during the year were prepared on the correct accounting basis (receipts and payments or income and expenditure), agreed to the cash book, were supported by an adequate audit trail from underlying records, and where appropriate, debtors and creditors properly recorded

2.2 In order to satisfy the above control objectives, we carried out a programme of audit testing on the following areas:

- Assets
- Banking and Cheques
- Budgetary Control
- Income
- Payroll
- Procurement
- Purchase Cards
- Risk Management

2.3 PATROL does not operate a petty cash/imprest system (Control F on the SBAR). However, they do have a number of purchase cards linked to their bank account. As such a review of processes and controls in operation in relation to the cards was undertaken.

2.4 The separate Joint Committees for PATROL Adjudication Service and Bus Lanes Adjudication Service share the same

systems and processes. Therefore, where appropriate, audit work focussed on PATROL and assurance can be drawn from this for Bus Lanes. Where sample testing was undertaken, sampling was proportionate to the volume of transactions in relation to the PATROL and Bus Lanes.

- 2.5 Progress against the agreed actions from the 2014/15 SBAR audit has been reviewed as part of the 2015/16 work programme. There are 3 actions where considerable progress has been made, but the actions have not yet been implemented in full and as such are reported on again in this year's report. At this point these issues are not sufficient to warrant inclusion on the Annual Return, however further work will be necessary to ensure the risks associated are more effectively managed.

3 Key Findings

- 3.1 A total of 77 controls have been tested covering all areas detailed in the control objectives on the SBAR. This draft report is intended to highlight the areas where improvements are required, either in the control itself or to improve compliance with the controls. As a result of the testing, 13 recommended actions have been raised in this report and can be found at Appendix A. The main areas for improvement are:

- **Control Objective B**
 - The Body should ensure quotations are obtained in accordance with the Financial Regulations
 - All exceptions to the Financial Regulations should be reported upon to the Joint Committee and recorded as such
- **Control Objective D**
 - Budget monitoring should be undertaken on a monthly basis and evidenced as such
- **Control Objective F**
 - Purchase cards should be cancelled immediately upon a cardholder leaving the employment of the Body
 - Hospitality expenditure should be approved by the Director in accordance with the Hospitality Policy and evidenced as such
- **Control Objective G**
 - The Body should ensure all expense claims are submitted by staff and adjudicators on a regular basis and are supported by valid receipts
 - Checks carried out by Finance Staff on expense claims should be evidenced
 - Staff and Adjudicator driving documentation should be requested and checked periodically
- **Control Objective H**
 - The Asset Management Policy should be reviewed/updated on an annual basis and evidenced as such
 - The Body carried out independent sample checks on a number of IT assets, however, it is good practice to

carry out and evidence a full annual independent check of all IT assets

- Obsolete IT assets should not be disposed of without prior approval and instruction from the Body.

- **Control Objective I**

- Bank account authorisations and accesses should be cancelled immediately upon an officer leaving the employment of the Body

3.2 In addition to the key findings summarised above and detailed in Appendix A, 6 findings and associated recommended actions deemed to be “low” priority have been informally reported to the Body.

4 Audit Conclusion and Opinion

4.1 The audit has concluded that the majority of controls are operating effectively for the 10 control objectives detailed on the 2015/16 SBAR for both the PATROL and Bus Lane Adjudication Joint Committees. Appendix B confirms the results of the audit work as it will be entered on the SBAR.

4.2 Testing has identified some inconsistencies in the application of the controls in place and some areas for improvement. Implementation of the recommended actions detailed in Appendix A will improve the control environment and help ensure the identified risks are mitigated.

4.3 Internal Audit utilises a formal opinion system (see Appendix C). Taking into account the findings and actions raised, the

systems and procedures in place to manage the operation of PATROL, the Body has been given a “Satisfactory Assurance” opinion, which is consistent with the two previous audit reviews:

Controls are adequate to address the risks identified in the terms of reference. Testing has shown that there are some inconsistencies in the application of the controls and attention is needed to improve the effectiveness of these controls.

Appendix A – Audit Findings & Recommended Actions

B: The body's financial regulations have been met, payments were supported by invoices, expenditure was approved and VAT appropriately accounted for				
	Finding	Implication	Recommended Action	Priority
1	<p>The Director reports exceptions to the Financial Regulations each year at the Annual Joint Committee meeting. The PATROL Financial Regulations 2015/16 states: <i>“The Head of Service has the authority to waiver these rules (excluding those falling within the EU threshold) where the interests of the Joint Committee would be best served. Such circumstances would include where there is only one contractor that is able to provide goods and services or where the need for such goods and services was urgent and the above procedure would be detrimental to the Joint Committee. Forward planning and market testing will be deployed to ensure that cases of waiver are minimised. The Head of Service shall maintain a record of such decisions and report to the Joint Committee at the earliest opportunity.”</i></p> <p>Sample testing on 20 purchase orders identified 3 instances where orders were placed in excess of £2000 where quotations had not been obtained in accordance with the Financial Regulations 2015/16:</p> <ul style="list-style-type: none"> • Purchase of a firewall contract for 36 months, only 2 quotations were obtained, the lowest quotation was selected. The value of the order placed was £3378.45; • Consultancy on the Dartford Crossing. 10 days at a cost of £3000; • Research project with Birmingham City University, the purchase order was raised for £20,000. 	<p>Non-compliance with Financial Regulations resulting in unauthorised or improperly authorised transactions.</p> <p>Purchasing arrangements adopted may not provide value for money or prevent waste and fraud.</p>	<p>In accordance with the Financial Regulations 2015/16, 3 quotations should be obtained for purchases between £2,000 and £30,000 where possible. In instances where it is not possible to obtain 3 quotations, the Director should report the exceptions to the Joint Committee.</p> <p>Therefore, the Director should ensure the non-compliant purchases highlighted in the findings are reported to the Annual Joint Committee at the earliest opportunity and appropriately recorded in the minutes.</p> <p>Furthermore, the Director should consider increasing the frequency of Financial Regulation exceptions reporting to ensure the Joint Committee is promptly informed of exceptions to the rules (for example, these could be reported to the Chair of the Joint Committee on a quarterly basis).</p>	High

Appendix A – Audit Findings & Recommended Actions

<p>Management Response</p> <p>Agreed: Yes. In addition to the existing arrangements of reporting to the Joint Committee, a quarterly report will be provided to the Chair.</p> <p>Responsibility: Director</p> <p>Target Date: September 2016</p> <p>If no, please provide further details:</p>
--

<p><i>B: The body's financial regulations have been met, payments were supported by invoices, expenditure was approved and VAT appropriately accounted for</i></p>			
<p>Finding</p>	<p>Implication</p>	<p>Recommended Action</p>	<p>Priority</p>
<p>2 The sample testing also identified there are a number of suppliers used regularly by the Body for services where the orders raised are in excess of £2,000 and quotations are not obtained.</p> <p>The services procured are printing, Public Relations Consultancy and Legal advice. The Body have utilised the same service providers for a number of years and that has enabled them to build a good working relationship and they have a good knowledge of the Body and its requirements.</p> <p>However, by not obtaining quotations for the services or reporting these as exceptions, the Body is not compliant with the Financial Regulations.</p>	<p>Purchasing arrangements adopted may not provide value for money or prevent waste and fraud.</p>	<p>In accordance with the Financial Regulations 2015/16, 3 quotations should be obtained for purchases between £2,000 and £30,000 where possible. In instances where it is not possible to obtain 3 quotations, the Director should report the exceptions to the Joint Committee.</p> <p>The Director should identify the suppliers/service providers that they use on a regular basis, along with the level of annual spend. This information should be reported to the Joint Committee as exceptions to the Financial Regulations to evidence that the arrangements still continue to demonstrate value for money.</p>	<p>High</p>
<p>Management Response</p> <p>Agreed: Yes. Regular suppliers/service providers will be highlighted in exception reporting to the Joint Committee and Chair.</p> <p>Responsibility: Director</p> <p>Target Date: September 2016</p>			

Appendix A – Audit Findings & Recommended Actions

If no, please provide further details:

D: The annual taxation or levy or funding requirement resulted from an adequate budgetary process; progress against the budget was regularly monitored; and reserves were appropriate				
	Finding	Implication	Recommended Action	Priority
3	<p>Budget holders are required to review their expenditure each month and provide the Finance Officer with confirmation that they have done so. The budget monitoring reports for April 2015 to March 2016 were reviewed as part of the audit. This highlighted that budget holders do not consistently review, sign and return the reports on a timely basis.</p> <p><i>(This issue was raised in the 2014/15 audit).</i></p>	<p>Budget monitoring procedures could be ineffective and may result in incorrect accounting records.</p>	<p>Finance staff should remind all Budget holders to ensure they review their monthly expenditure promptly after each period end.</p> <p>Where budget holders do not provide confirmation of their monthly review, Finance staff should ensure these are followed up, completed and returned at the earliest opportunity.</p>	Medium
Management Response				
<p>Agreed: Yes. Budget holders will be reminded of their responsibilities. Responsibility: Finance & Central Services Manager Target Date: August 2016</p>				
If no, please provide further details:				

F: Petty cash payments were properly supported by receipt, expenditure was approved and VAT appropriately accounted for				
	Finding	Implication	Recommended Action	Priority
4	<p>The previous Finance Officer left the employment of the Body on the 11th March 2016. The officer's purchase card was put on hold with the bank on 22nd March, however, a number of transactions were charged to the card between the two dates. This was due to suppliers having the card details on account (for the booking of</p>	<p>Purchase card facilities could be ineffectively managed and used inappropriately.</p>	<p>Purchase cards should be cancelled immediately upon a cardholder leaving the employment of the Body.</p>	Medium

Appendix A – Audit Findings & Recommended Actions

room hire for hearing venues).			
Management Response			
<p>Agreed: Yes. Whilst cards and access fobs are retained on the departure of staff, immediate cancellation of cards will further prevent suppliers from charging to IT. This will be incorporated into a procedure.</p> <p>Responsibility: Finance & Central Services Manager</p> <p>Target Date: August 2016</p> <p>If no, please provide further details:</p>			

F: Petty cash payments were properly supported by receipt, expenditure was approved and VAT appropriately accounted for				
	Finding	Implication	Recommended Action	Priority
5	<p>Sample testing on purchase card transactions highlighted a payment of £1451.37 for an evening meal for 37 people (adjudicators and staff). The expenditure related to hospitality provided as part of the Adjudicator’s Annual Conference.</p> <p>The Hospitality Policy states: <i>“The Director will use his/her discretion to determine the appropriate level of hospitality for whole staff training events to a maximum per head as directed in the staff expenses policy.”</i></p> <p>The Director was aware of the expenditure but there was no evidence to suggest that this had been authorised.</p>	<p>Purchase card facilities could be ineffectively managed and used inappropriately.</p> <p>Expenditure incurred by the Body may not be appropriate and/or proportionate to the event held and as such could result in public challenge and reputational issues.</p>	<p>The Director should ensure hospitality expenditure is approved in accordance with the Hospitality Policy and clearly evidenced.</p> <p>Furthermore, consideration should be given to amending the Hospitality Policy to include hospitality for adjudicators also.</p>	Medium
Management Response				
<p>Agreed: Yes. The Hospitality Policy will be reviewed to include the requirement for written approval by the Director.</p> <p>Responsibility: Director</p> <p>Target Date: August 2016</p> <p>If no, please provide further details:</p>				

Appendix A – Audit Findings & Recommended Actions

G: Salaries to employees and allowances to members were paid in accordance with body approvals, and PAYE and NI requirements were properly applied				
	Finding	Implication	Recommended Action	Priority
6	<p>A sample of 9 adjudicator expense claims was selected and checked. The following issues were highlighted:</p> <ul style="list-style-type: none"> • A claim for a £6.50 travel expense was not supported by a receipt; • One adjudicator submitted four month's claims at one time. 	<p>Payroll payments may not be made in accordance with levels of delegated authority and processed without regard to established procedures, which could lead to possible fraud or error.</p>	<p>Adjudicators should be reminded of the need to comply with the "Adjudicator Fee Claim Guidelines" and:</p> <ul style="list-style-type: none"> • Ensure receipts are submitted to support any claims made, and; • Ensure claims are submitted on a regular basis. 	Medium
Management Response				
<p>Agreed: Yes. Review and reissue adjudicator guidelines. Responsibility: Director Target Date: August 2016</p>				
If no, please provide further details:				
G: Salaries to employees and allowances to members were paid in accordance with body approvals, and PAYE and NI requirements were properly applied				
	Finding	Implication	Recommended Action	Priority
7	<p>A sample of 9 staff expense claim forms was selected and checked. One issue was highlighted whereby a member of staff had submitted a claim form for the period May to November 2015.</p>	<p>Payroll payments may not be made in accordance with levels of delegated authority and processed without regard to established procedures, which could lead to possible fraud or error.</p>	<p>Staff should be reminded of the need to submit expense claim forms on a monthly basis.</p> <p>Furthermore, the Body should update the staff expenses policy to state claims should be submitted on a monthly basis. In addition, consideration should be given to also introducing an authorisation process in cases where claims dating back more than 3 months are submitted in one</p>	Medium

Appendix A – Audit Findings & Recommended Actions

		period.	
Management Response			
Agreed: Yes. The expenses policy will be reviewed and reissued to promote regular claims. Responsibility: Finance & Central Services Manager Target Date: August 2016 If no, please provide further details:			

<i>G: Salaries to employees and allowances to members were paid in accordance with body approvals, and PAYE and NI requirements were properly applied</i>				
	Finding	Implication	Recommended Action	Priority
8	Whilst checking the adjudicator and staff expense claim forms, it was noted that the checks undertaken by the Finance staff (to verify mileage amounts claimed) are not evidenced on the forms.	Payroll payments may not be made in accordance with levels of delegated authority and processed without regard to established procedures, which could lead to possible fraud or error.	Finance staff should review all submitted expense forms to ensure amounts claimed for are in accordance with the Expenses Policy. Furthermore, the checks undertaken by Finance staff should be evidenced on the claim forms.	Medium
Management Response				
Agreed: Yes. The checking procedure will be updated to take into account this recommendation. Responsibility: Finance & Central Services Manager Target Date: August 2016 If no, please provide further details:				

Appendix A – Audit Findings & Recommended Actions

G: Salaries to employees and allowances to members were paid in accordance with body approvals, and PAYE and NI requirements were properly applied			
Finding	Implication	Recommended Action	Priority
<p>Staff have previously been requested to provide their driving documentation (driving licence, MOT certificate and proof of appropriate business insurance); and it was noted during the 2015/16 audit that significant progress has been made to complete this action. However, at the time of the review it was noted that the details for a few adjudicators had not yet been received.</p> <p><i>(This issue was raised in the 2014/15 audit).</i></p>	<p>The Body and/or members of staff could be exposed to the risk of litigation and may be held liable if official business journeys are undertaken without appropriate and adequate insurance cover.</p>	<p>The following documentation should be provided by all PATROL staff and Adjudicators who undertake business journeys:</p> <ul style="list-style-type: none"> • Driving licence (both parts) • Valid MOT certificate • Insurance Policy (clearly stating they are covered for business use) <p>A record of the above details should be maintained and reviewed on a regular basis to ensure staff submit their updated documents as and when they expire/are renewed.</p> <p>Furthermore, the adjudicator and staff expense guidelines should be updated to include the requirement to submit driver documentation. Also, it should state that if the documentation is not submitted, claims will not be processed.</p>	<p>Medium</p>
Management Response			
<p>Agreed: Yes. The adjudicator and staff guidelines will be reviewed and reissued. Responsibility: Finance and Central Services Manager Target Date: August 2016</p>			
If no, please provide further details:			

9

Appendix A – Audit Findings & Recommended Actions

H: Asset and investment registers were complete and accurate and properly maintained				
	Finding	Implication	Recommended Action	Priority
10	The Asset Management Policy was developed in April 2013 and last reviewed in May 2014. The Policy states it will be reviewed annually.	Assets may not be adequately recorded and safeguarded.	The Asset Management Policy should be reviewed and updated (including the suggestions made in recommendation 12) at the earliest opportunity. Furthermore, the Body should ensure the Policy is reviewed on an annual basis and evidenced as such.	Medium
	Management Response			
Agreed: Yes. Review the policy including provision for an annual review. Responsibility: Finance & Central Services Manager Target Date: September 2016 If no, please provide further details:				

H: Asset and investment registers were complete and accurate and properly maintained				
	Finding	Implication	Recommended Action	Priority
11	An independent check on a sample of the assets listed on the IT asset register was undertaken in April 2016 in response to a recommendation made in the previous year's audit. However, the Body should ensure all assets listed on the register are verified on an annual basis. <i>(This issue was raised in the 2014/15 audit).</i>	Assets may not be adequately recorded and safeguarded. Failure to review the asset register on a timely and frequent basis means the Body is unable to validate the accuracy of the register and as such, the Body may not be aware of losses or damages which have been incurred.	As a minimum, an annual check of all assets listed on the IT asset register should be undertaken and documented as such by an officer independent of the day to day maintenance of the register. Furthermore, consideration should be given to amending the IT asset register to include a column to record the date of the last physical check.	Medium

Appendix A – Audit Findings & Recommended Actions

Management Response		
<p>Agreed: Yes. Asset register to be amended to show date verified and asset management policy amended accordingly. Responsibility: Operations Manager Target Date: September 2016</p>		
If no, please provide further details:		

H: Asset and investment registers were complete and accurate and properly maintained				
	Finding	Implication	Recommended Action	Priority
12	<p>During 2015/16, a significant number of old laptops and printers were written off the register. The equipment had been assigned to adjudicators prior to Cheshire East being appointed as the Host Body. Upon reviewing the write offs, it became apparent that the majority of the equipment had already been disposed of by the adjudicators without prior approval from the Body.</p>	<p>Assets may not be adequately recorded and safeguarded which may lead to data protection issues.</p> <p>Failure to review the asset register on a timely and frequent basis means the Body is unable to validate the accuracy of the register and as such, the Body may not be aware of losses or damages which have been incurred.</p>	<p>Adjudicators should be reminded that under no circumstances should IT equipment be disposed of without prior approval and instruction by the Body.</p> <p>Furthermore, the Asset Management Policy should be updated to include processes for the safe disposal of IT equipment to ensure data/information held on equipment is safely deleted prior to disposal.</p>	Medium
Management Response				
<p>Agreed: Yes. Asset management policy to be amended and reissued. Responsibility: Operations Manager Target Date: September 2016</p>				
If no, please provide further details:				

Appendix A – Audit Findings & Recommended Actions

I: Periodic and year-end bank account reconciliations were properly carried out				
	Finding	Implication	Recommended Action	Priority
13	<p>Bank account reconciliation testing highlighting the following issues:</p> <ul style="list-style-type: none"> • An officer left the employment of the Body in June 2015 who was an authorised signatory on the bank account. At the time of the audit review in May 2016, the officer had not been removed from the bank mandate; • The Finance Officer left the employment of the Body in March 2016; however, their online bank account access had not been cancelled at the time of the audit review in May 2016. It was noted that the password generator token had been taken from the officer prior to leaving the Body and as such, they would not have been able to access the accounts. 	<p>Banking processes adopted do not ensure accounting records and underlying accounts are accurate and do not prevent fraud or error.</p>	<p>The Body should ensure bank account authorisations (cheque signatories and online bank account user id's) are cancelled immediately upon an officer leaving the employment of the Body.</p>	Medium
Management Response				
<p>Agreed: Yes. Procedures to be amended to ensure immediate cancellation. To note that procedures already ensure that immediate retention of the security fob is actioned, without which a user cannot gain access.</p> <p>Responsibility: Finance and Central Services Manager</p> <p>Target Date: Immediate</p> <p>If no, please provide further details:</p>				

Appendix B – Summary of Audit Results for the 2015/16 Small Bodies Annual Return

Section	Objective	Agreed		
		Yes	No	Not Covered
A	Appropriate accounting records have been kept properly throughout the year	✓		
B	The body's financial regulations have been met, payments were supported by invoices, expenditure was approved and VAT appropriately accounted for	✓		
C	The body assessed the significant risks to achieving its objectives and reviewed the adequacy of arrangements to manage this	✓		
D	The annual taxation or levy or funding requirement resulted from an adequate budgetary process; progress against the budget was regularly monitored; and reserves were appropriate	✓		
E	Expected income was fully received, based on correct prices, properly recorded and promptly banked; and VAT was appropriately accounted for	✓		
F	Petty cash payments were properly supported by receipts, expenditure was approved and VAT appropriately accounted for	✓ *		
G	Salaries to employees and allowances to members were paid in accordance with body approvals, and PAYE and NI requirements were properly applied	✓		
H	Asset and investment registers were complete and accurate and properly maintained	✓		
I	Periodic and year-end bank account reconciliations were properly carried out	✓		
J	Accounting statements prepared during the year were prepared on the correct accounting basis (receipts and payments or income and expenditure), agreed to the cash book, were supported by an adequate audit trail from underlying records, and where appropriate, debtors and creditors properly recorded	✓ **		

* PATROL does not operate a petty cash/imprest system due to the use of purchase cards; therefore, a review the processes and controls in operation in relation to the cards was undertaken

** The work undertaken by Cheshire East Council Internal Audit provided assurance that controls are operating effectively. However, this assurance is given subject to any findings/actions raised in the forthcoming 2015/16 External Audit.

Appendix C – Audit Opinion and Priority Rating for Individual Actions

Audit Opinion

An overall opinion on the control environment will be given on completion of the audit work. This opinion relates **only** to those risks identified or systems tested.

Where the audit opinion given is either limited or no assurance, consideration will be given to including those areas in the Annual Governance Statement.

There are four possible opinions: good assurance, satisfactory assurance, limited assurance, and no assurance.

The following table explains the various assurance levels in terms of the controls in place and how testing has shown them to be operating. It also gives an indication as to the priority rating of recommendations you might expect at each assurance level, although please note this is for guidance only as the final opinion lies at the discretion of the Auditor.

Assurance Level	Explanation
Good Assurance	Controls are in place to mitigate against the risks identified in the terms of Reference. Testing has shown that controls are working effectively and consistently to ensure that key risks are well managed. No high level recommendations have been made although there may be a small number at medium level. Some changes in the control environment may be beneficial to enhance performance and realise best practice.
Satisfactory Assurance	Controls are adequate to address the risks identified in the terms of reference. Testing has shown that there are some inconsistencies in the application of the controls, and attention is needed to improve the effectiveness of these controls. Recommendations will normally be no higher than medium level.
Limited Assurance	Controls are either not designed to mitigate the risks identified in the terms of reference, or testing has shown there to be significant non-application of controls. There are likely to be a number of high priority recommendations and/or a large number at the medium level. Attention is needed to improve the quality and effectiveness of the control environment in order to ensure key risks can be managed well.
No Assurance	There is an absence of controls to mitigate against the risks identified in the terms of reference. The majority of recommendations made are high priority, and key risks are not being properly managed. Urgent attention is required by management to improve the control environment. This area may be considered for inclusion in the organisation's Annual Governance Statement. It may also be appropriate for this area to be included in the sections/directorate Risk Register, and for the action plan to address these fundamental weaknesses to become part of the Service Delivery Plan.

Appendix C – Audit Opinion and Priority Rating for Individual Actions

Priority Rating for Individual Findings

Every audit finding and supporting recommendation will be rated in line with the criteria shown below. Timescales for necessary actions will be discussed with service managers, but the broad expectations for consideration and implementation are outlined below.

Priority	Explanation		
	Risk	Controls and Testing	Timescale
High	<p>Action is required to mitigate against a risk which is assessed as likely to arise, and having a high impact should it do so.</p> <p>A fundamental risk may involve failure to:</p> <ul style="list-style-type: none"> • Meet key business objectives • Meet statutory objectives • Adhere to Cheshire East policies • Prevent fraud or material error 	<p>Controls to mitigate risks identified in the terms of reference are either absent or poorly designed.</p> <p>Testing has shown that controls are significantly failing to work as intended.</p>	<p>This action needs immediate consideration by management.</p> <p>Implementation of necessary actions may take longer, but an action plan to address the issues should be developed immediately.</p>
Medium	<p>Action is required to mitigate against a risk which is assessed as being likely to arise OR having a significant impact if it should arise.</p>	<p>Controls to mitigate risks identified in the terms of reference are in place.</p> <p>Testing has shown that controls are working as intended, with some minor inconsistency.</p>	<p>This action needs to be considered by management within 3 months.</p> <p>Implementation of necessary actions may take longer, but an action plan to address the issues should be developed within 3 months.</p>
Low	<p>Action is required to mitigate against a risk which is assessed as having a low impact or being unlikely to arise.</p> <p>Implementation of these actions will further strengthen internal control and improve potential for achieving best practice.</p>	<p>Controls to mitigate risks identified in the terms of reference are in place.</p> <p>Testing has shown that the controls are being applied consistently and effectively.</p>	<p>This action needs to be considered by management within 6 months.</p> <p>Implementation of necessary actions may take longer, but an action plan to address the issues should be developed within 6 months.</p>

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PATROL - Bus Lanes

BALANCE SHEET
As of March 31, 2016

	TOTAL
FIXED ASSET	
Total Fixed Asset	
CURRENT ASSETS	£ -112,846.50
CASH AT BANK AND IN HAND	£345,023.34
DEBTORS	£107,164.80
NET CURRENT ASSETS	£339,341.64
CREDITORS: AMOUNTS FALLING DUE WITHIN ONE YEAR	£52,651.23
NET CURRENT ASSETS (LIABILITIES)	£286,690.41
TOTAL ASSETS LESS CURRENT LIABILITIES	£286,690.41
TOTAL NET ASSETS (LIABILITIES)	£286,690.41
CAPITAL AND RESERVES	
09100 Reserves - Bus Lane	65,582.00
Retained Earnings	-90,257.82
Profit for the year	311,366.23
Total Capital and Reserves	£286,690.41

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PATROL - Bus Lanes

STATEMENT OF CASH FLOWS

April 2015 - March 2016

	TOTAL
OPERATING ACTIVITIES	
Net Income	311,366.23
Adjustments to reconcile Net Income to Net Cash provided by operations:	
02110 Debtors Control	-65,939.00
02130 Year End Debtors Adjustment	112,846.50
02500 Allowance for bad debts	-41,604.95
03120 Other Current Assets	0.00
05100 Creditors Control	16,529.27
02120 Parking Suspense	0.00
04500 Accruals	-1,300.00
VAT Control	0.00
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	20,531.82
Net cash provided by operating activities	£331,898.05
NET CASH INCREASE FOR PERIOD	£331,898.05
CASH AT BEGINNING OF PERIOD	13,125.29
CASH AT END OF PERIOD	£345,023.34

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BUS LANE ADJUDICATION SERVICE JOINT COMMITTEE

Date of Meeting: 12th July 2016
Report of: Director in consultation with the PATROL and BLASJC Resources Working Group and Sub Committee
Subject/Title: Defraying the expenses of the Joint Committee 2016/17

1.0 Report Summary

1.1 To review the basis for those participating in the Joint Committee to contribute to its expenses during 2016/17.

2.0 Recommendations

2.1 The Joint Committee approves the reduction from 45 pence to 40 pence per PCN as the basis for defraying expenses with effect from 1st April 2016 and undertakes a further review in October 2016 in the light of six months' income and expenditure for 2016/17.

2.2 No annual charge or cost per case is payable.

2.3 In addition the Joint Committee is asked to approve the principle of introducing a cost per case charge in-year for paper evidence files once the portal is available to councils. This would be preceded by a report to the Joint Committee or its Executive Sub Committee.

2.4 Invoicing will be undertaken on a quarterly basis on estimated figures and subsequently adjusted to actual figures at the September and March points.

2.5 To note that the decision to provide a transcription from the audio recording of proceedings rests with the Adjudicator. Where this has been agreed to, the Joint Committee agree that the incidental costs of making a transcription from the audio recordings of the proceedings at a hearing is charged to the requesting party except when, in the view of the Adjudicator, a disability of the requesting party would make it desirable for that person to receive such a transcript.

3.0 Reasons for Recommendations

3.1 Compliance with Financial Regulations

4.0 Financial Implications

4.1 Detailed in the report

5.0 Legal Implications

5.1 In accordance with the Bus Lane Adjudication Service Joint Committee (BLASJC) Agreement

6.0 Risk Management

6.1 Identified within the Risk Register

7.0 Background and Options

7.1 The Joint Committee provides the means to appeal to an independent adjudicator in respect of civil bus lane enforcement in England (outside London).

7.2 The BLASJC agreement provides for the adjudication service to be operated on a self-financing basis with expenses shared by participating. Where authorities are working in partnership, it is practice on to charge those enforcement authorities who manage the enforcement income stream.

7.3 Budgeting takes account of the number of new councils that have joined the scheme during 2015/16 but not those forecast to join in 2016/17.

7.4 In January 2016, the Joint Committee's Executive Sub Committee approved the reduction from 50 pence to 45 pence as the basis for defraying the expenses of the Joint Committee with a view to reviewing this at the annual meeting informed by the achieved outturn at 31st March 2016.

8.0 Review at July 2016

8.1 The achieved outturn at 31st March 2016 is £311,366 which taking into account the deficit from the year 2014/15 of £35,110 results in a surplus of £276,256.

Achieved Outturn at 31 st March 2015 (deficit)	(£ 35,110)
Achieved outturn at 31 st March 2016	£ 311,366
Total surplus at 31 st March 2016	£ 276,256

8.2 The budget was approved in January 2016 on the basis of defraying the expenses of the Joint Committee at 45 pence per PCN. If the budget is reforecast with a reduction to 40 pence per PCN, the costs are set out in the table below

	40p		
	PATROL	RUCA	BLASJC
Forecast Income	1,685,709	1,000,000	387,108
Forecast Expenditure	2,061,813	1,048,708	450,359
Forecast Deficit requiring contribution from reserves/surplus	-376,103	-48,708	-63,251

This would require a contribution of £63,251 from the surplus of £276,256 at 31st March.

9.0 Recommendations

- 9.1 The Joint Committee approves the reduction from 45 pence to 40 pence per PCN as the basis for defraying expenses with effect from 1st April 2016 and undertakes a further review in October 2016 in the light of six months' income and expenditure for 2016/17.

10.0 Access to Information

The background papers relating to this report can be inspected by contacting the report writer:

Name: Louise Hutchinson
 Designation: Director
 Tel No: 01625 445566
 Email: lhutchinson@patrol-uk.info

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PATROL AND BUS LANE ADJUDICATION SERVICE JOINT COMMITTEES

Date of Meeting: 12th July 2016
Report of: The Lead Officer on behalf of the Advisory Board and Resources Working Group.
Subject/Title: Financial Regulations 2016/17

1.0 Report Summary

1.1 This report presents the Financial Regulations for 2016/17.

2.0 Recommendations

2.1 That the Joint Committee

- i) Approves the Financial Regulations for 2016/17 (Appendix 1)
- ii) Notes any financial matters arising outside of the Financial Regulations.

3.0 Reasons for Recommendations

3.1 To comply with the Joint Committees' Financial Regulations

4.0 Financial Implications

4.1 Set out within the Financial Regulations

5.0 Legal Implications

5.1 None

6.0 Risk Management

6.1 The Financial Regulations are part of the system of internal financial control.

7.0 Background and Options

7.1 The Joint Committee last approved its Financial Regulations at its annual meeting in June 2015. The Financial Regulations have been reviewed in the light of the Scheme of Local Financial Delegation approved by the Joint Committee's Executive Sub Committee at its meeting in October 2015.

8.0 Section 1.7 Exceptions

8.1 Section 1.7 of the Financial Regulations requires the Director to report any procurement falling outside the financial regulations.

During 2015/16, these are as follows:

Active Documents
BDO
Cheshire East Council
Clara Net
Emerson Management
Services
Forrest
Four Colman Getty
Gardner Systems PLC
Jadu
Log Me In
Morgan Hunt
NABARRO
NB Colour Print
02
PA Consulting
Pangea Systems
Pitney Bowes
QA Ltd
Resolver
Sarah Perry Recruitment
Senitor Recruitment
Softworks
Sopra
Thomson Reuters
University of Birmingham
Xerox Finance

9.0 Access to Information

The background papers relating to this report can be inspected by contacting the report writer:

Name: Louise Hutchinson
Designation: Director
Tel No: 01625 445566
Email: lhutchinson@patrol-uk.info

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

FINANCIAL REGULATIONS

2016/17

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 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 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.
- 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, or to the EU.

3. Banking Arrangements, Cheques and Purchase Cards

- 3.1 All arrangements with the Joint Committee's bankers, including the procedures for the ordering and safe custody of cheques and purchase cards, shall be made under arrangements approved by the Director.
- 3.2 All cheques drawn on behalf of the Joint Committee shall be signed by the Director and Finance & Central Services Manager, except in their absence or in the case of personal expenses incurred by these post holders, in which circumstances, named signatories as approved by the Director will provide signatures. All cheques and electronic payments require two signatures.
- 3.3 There is to be a clear segregation of responsibility between the preparation of payments and the authorisation of payments.

- 3.4 Purchase cards 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.
- 4.4 Monitoring will take place and be evidenced monthly.
- 4.5 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.
- 4.6 Where it is anticipated that total expenditure will exceed the approved revenue budget by more than 2.5%, the Chair and Vice Chair of the Joint Committee should be notified by the 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 Order Procedure includes the required procedures, record keeping and procurement thresholds. These procurement thresholds are set out in the Scheme of Delegation to the Director and the Scheme of Financial Delegates to Officers.
- 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 the order procedure 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 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 is required to obtain approval from the Joint Committee in respect of tenders of a sub contractor or supplier for specialist work or material in excess of £100,000 for which a prime cost sum is included in the main contract sum for services, building and civil engineering works.
- 7.7 The Director has the authority to waiver these rules (excluding those falling within the EU threshold) where the interests of the Joint Committee would be best served. Such circumstances would include where there is only one contractor that is able to provide goods and services or where the need for such goods and services was urgent and the above procedure would be detrimental to the Joint Committee. Forward planning and market testing will be deployed to ensure that cases of waiver are minimised. The Director shall maintain a record of such decisions and report to the Joint Committee at the earliest opportunity.

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 Manager.

11.0 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 approve a three year Internal Audit Strategy and an annual plan.
- 13.2 The Director will, in accordance with the above plan, arrange for the internal audit of accounts and internal assurance framework of the Joint Committee. Internal audit is currently undertaken by the Lead Authority's Internal Audit Department.
- 13.3 The 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, should a petty cash imprest system be introduced.

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 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 in accordance with the Document Retention Policy.

21. Review and approvals

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

21 September 2010

28 September 2011

26 June 2012

25 June 2013

25 June 2014

23 June 2015

BUS LANE ADJUDICATION SERVICE JOINT COMMITTEE

Date of Meeting: 12th July 2016
Report of: The Director on behalf of the Advisory Board
Subject/Title: Establishment of Executive Sub-Committee

1.0 Report Summary

1.1 This report sets out arrangements for establishing an Executive Sub-Committee and its Terms of Reference for the coming year.

2.0 Recommendation

2.1 That the Joint Committee establishes an Executive Sub-Committee to act on behalf of the Committee until the annual meeting in June 2016, in accordance with paragraph 2 and the Appendix to this report, and that it appoints members of the Executive Sub-Committee for the forthcoming year.

3.0 Reasons for Recommendations

3.1 To enable the Joint Committee to conduct its business effectively.

4.0 Financial Implications

4.1 The recommendations reduce expenditure for both the Joint Committee and the participating authorities.

5.0 Legal Implications

5.1 The Bus Lane Adjudication Service Joint Committee agreement makes provision for the establishment of sub committees.

6.0 Risk Management

6.1 The recommendations enable the Joint Committee to conduct its business effectively.

7.0 Background and Options

7.1 Members are aware that as each Council becomes a party to the Bus Lane Adjudication Service Agreement it is required to appoint a Member to represent their Council on the Joint Committee.

7.2 As the number of Councils joining the Joint Committee increases, one way of avoiding the need for large numbers of members attending all the committee

meetings is to establish an Executive Sub-Committee. The BLASJC Standing Order 9 enables the Joint Committee to appoint such Sub-Committees as it thinks fit.

- 7.3 Any Terms of Reference for such Sub-Committees need to be agreed by the Joint Committee as and when each Sub-Committee is established.
- 7.4 Many of the day to day functions of the Joint Committee have already been delegated to officers. Some of the functions that have not been delegated have been examined and it is considered that if the Joint Committee so decides, an Executive Sub-Committee could deal with most of these non-delegated functions without the need for the full Committee to meet.
- 7.5 In particular there is a requirement in the BLASJC Agreement for the Joint Committee by 31st January each year to set a budget of estimated expenditure for the following year and to determine the amount of contribution of member Councils.
- 7.6 The functions recommended by officers for delegation to the Executive Sub-Committee are detailed in the Appendix to this report.
- 7.7 The size of the Executive Sub-Committee is recommended by officers to comprise a minimum of three in number.

8.0 Access to Information

The background papers relating to this report can be inspected by contacting the report writer:

Name: Louise Hutchinson
Designation: Director
Tel No: 01625 445566
Email: lhutchinson@patrol-uk.info

APPENDIX 1

Terms of Reference for the Executive Sub-Committee

Delegation of the following functions to the BLASJC Executive Sub-Committee:-

1. Financial Matters

- (a) Deciding on the level and proportion BLASJC member Councils shall contribute to the costs and expenses of the adjudication service.
- (b) Establishing and adopting not later than 31st January in each year a budget of estimated expenditure for the ensuing year commencing 1st April and approving accounts for the previous financial year by 30th June each year.
- (c) Accepting tenders for the supply of goods, services, materials, equipment, building and civil engineering works in excess of £250,000 per contract.
- (d) Accepting the tender of a sub-contractor or supplier for specialist work or material in excess of £100,000 for which a prime cost sum is included in the main contract sum for services, building and civil engineering works.
- (e) All financial matters not delegated to officers under the Joint Committee's Financial Regulations.
- (f) Where appropriate, reviewing the Joint Committee's Reserves Policy Statement and Risk Register.

2. Human Resources

- (a) Approving changes above grade PO6 (SCP49) to the staff assignment, except for Adjudicator appointments.
- (b) Subject to the approval of the Lead Authority to consider applications for early retirement where there would be a financial cost to the BLASJC.

3. Advisory Board

Making additional appointments to or amending existing appointments to the Advisory Board.

4. New Council members to the BLASJC Agreement

Noting new council members.

5. Ad hoc delegations

The Joint Committee may from time to time make specific delegations to the Executive Sub Committee to progress business. The results of such delegations will be reported to the Joint Committee at its next meeting.

The Executive Sub Committee may from time to time delegate actions to the PATROL Adjudication Joint Committee and Bus Lane Adjudication Service Joint Committee Resources Working Group and Sub Committee.

PATROL AND BUS LANE ADJUDICATION SERVICE JOINT COMMITTEE

Date of Meeting:	12 th July 2016
Report of:	The Lead Officer on behalf of the Advisory Board
Subject/Title:	Appointments to the Advisory Board

1.0 Report Summary

- 1.1 This report sets out the terms of reference for the Advisory Board and recommendations for appointments for 2016/17

2.0 Recommendation

- 2.1 That the Joint Committees adopts the terms of reference and composition of the Advisory Board set out in the Appendix to this report.

3.0 Reasons for Recommendations

- 3.1 Appointments to the Advisory Board are reviewed on an annual basis.

4.0 Financial Implications

- 4.1 The budget makes provision for the Advisory Board

5.0 Legal Implications

- 5.1 The Joint Committee's governance arrangements make provision for the appointment of an Advisory Board

6.0 Risk Management

- 6.1 The Advisory Board scrutinises the Joint Committee's Risk Management Strategy and associated documentation.

7.0 Background and Options

- 7.1 The Standing Orders provide for the Joint Committee to establish and appoint an Advisory Board comprising the Lead Officer and other such officers and persons appointed by the Joint Committee to advise it on its functions.

- 7.2 The attached Terms of Reference enable an effective and efficient arrangement for matters relating to the PATROLAJC and the Bus Lane Adjudication Service Joint Committee BLASJC
- 7.3 At the meetings held in June 2015 and January 2016 the Joint Committee made appointments for the period ending at the next annual meeting, these are detailed in the attached document.
- 7.4 At the meeting held in October 2013, the Joint Committee determined to appoint a representative from the Department for Transport in respect of road user charging enforcement.
- 7.5 The Joint Committee is invited to adopt the terms of reference and make the appointments recommended in the appendix to this report.

8.0 Access to Information

The background papers relating to this report can be inspected by contacting the report writer:

Name: Louise Hutchinson
Designation: Director
Tel No: 01625 445566
Email: lhutchinson@patrol-uk.info

Appendix 1

PATROL ADJUDICATION SERVICE & BUS LANE ADJUDICATION SERVICE ADVISORY BOARD

Terms of Reference

1. To assist and advise the Joint Committees on the overall policies and strategies for administering the adjudication service and on their responsibilities under
 - 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);
 - 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);
 - Regulations 12 and 13 of The Road User Charging Schemes (Penalty Charges, Adjudication and Enforcement) (England) Regulations 2013 (the Road User Charging Regulations).

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

2. The Advisory Board has no remit to consider or influence decisions of adjudicators and the function of the adjudication service as an Independent Tribunal.
3. To receive and monitor progress against the Performance Management Strategy produced by the Director and to review the service structure, organisation and administration and to scrutinise recommendations for changes before they are put before the Joint Committees.
4. To monitor and review the service capital and revenue budgets and to scrutinise recommendations for changes before they are put before the Joint Committees.
5. To assist and advise the Director on the preparation of an annual service plan
6. The Board shall consist of always the Lead Officer plus up to eleven people:
 - Seven representatives of local authorities as follows:
 - At least one representing an English Authority
 - At least one representing a Welsh Authority
 - At least one representing a District Council

- At least one representing a County Council
 - At least one representing a Unitary or Metropolitan Council
 - At least one representing a Civil Bus Lane Enforcement Council.
- A representative from the Department for Transport (road user charging).
- A representative from a motoring association.
- An independent person with knowledge of judicial or tribunal systems.
- An independent consumer representative

The DfT, WG, Motoring Association and Independent members would act as ex-officio members.

Department for Transport and Welsh Government representatives will be welcomed to attend meetings or provide updates.

The Joint Committees shall make appointments to the Advisory Board based on recommendations received from the Advisory Board. Such appointments are to be for four years but may be subject to reappointment. Except for the Lead Officer, members shall retire on a four-year rotation cycle.

The Advisory Board shall recommend to the Joint Committees representatives of an appropriate motoring organisation and appropriate independent persons who should sit on the Board.

The DfT shall nominate a specific representative for road user charging.

Advisory Board members should not be day-to-day managers of parking services and should where possible include representatives from legal and financial backgrounds as well as those responsible for parking.

The Board shall elect a Chairman, a Vice-Chairman and a Secretary from within the membership of the Board.

Where a representative has been unable to attend three consecutive meetings, the Chair will draw this to the attention of the Board to determine whether an alternative representative be sought.

Appointments and four year cycle

Local Authority Members

At the meeting of the PATROL Adjudication Joint Committee held on June 2015 and the Executive Sub Committee in January 2015, the following local authority members were appointed and retire as set out below.

July 2016

Carmarthenshire Council	Stephen Pillner	Welsh Authority
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July 2017

Cornwall Council	Andy Beckett	English Unitary
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July 2018

Hampshire Bath and North East Somerset	Marc Samways Kathryn Eldridge (Chair)	English Shire Bus Lane Council
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June 2019

Cheshire East Council South Lakeland Council Calderdale Council	George Broughton Pat Knowles Ian Hughes	Lead Authority English District Metropolitan Authority
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Welsh Government Member

This is a matter for the Welsh Government Transport Directorate to decide from time to time. Currently Owen Jones Williams is their representative.

Department for Transport Member

This is a matter for the DfT to decide from time to time. Mark Fletcher is their representative in respect of road user charging.

Independent Member

The Joint Committee has appointed Graham Addicott OBE, as the independent member for a four year period ending June 2017.

Motoring Organisation Member

The Advisory Board considers it appropriate that from time to time this appointment should be rotated between the RAC Foundation and the AA Motoring Trust.

Bus Lane Member

The Bus Lane Joint Committee has appointed Kathryn Eldridge from Bath and North East Somerset as the Bus Lane Member for a four year period ending 2018.

Recommendations

The below named are re-appointed for a four year period to June 2019

Cheshire East Council
South Lakeland Council

George Broughton Lead Authority
Pat Knowles English District

PATROL AND BUS LANE ADJUDICATION SERVICE JOINT COMMITTEES

Date of Meeting:	12 th July 2016
Report of:	The Lead Officer on behalf of the Advisory Board and Resource Working Group
Subject/Title:	Risk Management Strategy, Risk Register and Business Continuity Management Policy

1.0 Report Summary

- 1.1 This report seeks approval for the Risk Management Strategy and Business Continuity Management Policy and requests that the Joint Committee reviews the updated risk register.

2.0 Recommendations

- 2.1.1 That the Joint Committee:

- (i) Approves the Risk Management Strategy (Appendix 1)
- (ii) Notes the updated Risk Register (Appendix 2)
- (iii) Approves the Business Continuity Management Policy (Appendix 3)
- (iv) Notes the intention to commission a review of business continuity matters as part of the internal audit work for 2016/17.

3.0 Reasons for Recommendations

- 3.1 Management of risk and business continuity

4.0 Financial Implications

- 4.1 Budget or reserve provision in place

5.0 Legal Implications

- 5.1 None

6.0 Risk Management

- 6.1 Report forms part of risk management.

7.0 Background and Options

7.1 As part of the Joint Committee's oversight of risk management and business continuity, the Joint Committee is required to review the Risk Management Strategy and Business Continuity Management Policy on an annual basis and review the updated risk register at each meeting.

7.2 To provide further assurance, a review of business continuity matters will form part of the internal audit work undertaken in 2016/17.

8.0 Access to Information

The background papers relating to this report can be inspected by contacting the report writer:

Name: Louise Hutchinson

Designation: Director

Tel No: 01625 445566

Email: lhutchinson@patrol-uk.info

APPENDIX 1
PATROL ADJUDICATION JOINT COMMITTEE &
BUS LANE ADJUDICATION SERVICE JOINT COMMITTEE
RISK MANAGEMENT STRATEGY
July 2016

1. PURPOSE

The Joint Committee recognises that effective risk management is an important element of a robust corporate governance framework and is therefore committed to:

- Developing and maintaining a systematic approach for the identification, evaluation and cost effective control of the risks that threaten the achievement of corporate objectives.
- Ensuring that effective risk management is embedded in the business processes

2. OBJECTIVES

The objectives of this strategy are to:

- Ensure that risks to the achievement of the corporate objectives are eliminated or reduced to an acceptable level.
- Ensure other risks to reputation, assets, finances and people are appropriately managed.
- Raise awareness of, and integrate risk management into the culture of the organisation.
- Manage risk in accordance with best practice by identifying roles and responsibilities.
- Maintain effective stewardship of funds and demonstrate good corporate governance.

3. IMPLEMENTATION

The Joint Committee will achieve these objectives by:

- Approving this strategy
- The Director establishing and maintaining the risk management review framework identified within this strategy.
- Including risk management as a standing agenda item at each Joint Committee, Sub Committee, Working Group and Advisory Board meetings supported by reports from Officers.
- Continuing to demonstrate the application of risk management principles in practice.

- Responding to the training requirements of Members and Officers
- Maintaining documented procedures for the control of risk.
- Monitoring risk management arrangements on an ongoing basis and periodically reviewing risk.
- Embedding risk management into business processes.

4. DEFINITIONS AND CATEGORIES

a. DEFINITIONS

RISK is a combination of the LIKELIHOOD of something happening and the CONSEQUENCE for business objectives.

RISK MANAGEMENT is the process by which risks and potential opportunities are identified, evaluated and controlled.

b. CATEGORIES OF RISK

The Audit Commission and CIPFA identify two categories of risk namely strategic and operational. Strategic are those risks to the medium and long term goals and objectives of the organisation. Operational are those risks and hazards encountered in the daily course of work affecting managers and staff.

c. RISK APPETITE

In defining the risk appetite, consideration should be given to:

- The level of risk which an organisation or individual is prepared to tolerate without introducing further risk mitigation measures or controls.
- Identifying the point where the Joint Committee accepts that a risk exists and that to put in place further measures aimed at reducing the risk to a more acceptable level is not possible, practical or not cost effective.
- The wider context of risk and tolerance levels of other parties who may be affected by the risk, including members of the public and other stakeholders.

The Joint Committee summarises its risk appetite as follows:

We will avoid risks that threaten our ability to undertake our principal objectives in a way which provides quality and value. We will maintain a sufficient level of reserves to support liquidity and absorb short term fluctuations in income and expenditure beyond our control.

Individual papers to the Joint Committee will routinely report on risk.

5. RISK MANAGEMENT PROCESS

Key questions in risk management include:

- What can go wrong?
- What is the likelihood of it going wrong?
- What is the impact should it go wrong?
- What can be done to eliminate the threat?
- What should be done to reduce the threat's likelihood or impact?

The risk management cycle involves

- a) Identifying Risk
- b) Analysing and Evaluating
- c) Prioritising
- d) Taking Action
- e) Monitoring and Review

6. MEASUREMENT OF RISK AND REPORTING

Risk Matrix

		Consequence				
		5	4	3	2	1
Likelihood	5	25	20	15	10	5
	4	20	16	12	8	4
	3	15	12	9	6	3
	2	10	8	6	4	2
	1	5	4	3	2	1

Legend:

Score of 25 equates to **Extreme Risk**: Immediate escalation to Director for urgent consideration by Joint Committee.

Scores of 20-15 **High Risk**: Risk to be escalated to the Joint Committee/Executive Sub Committee with mitigating action plan. Risk to be actively managed by Director and Advisory Board.

Scores of 12-6 **Medium Risk**: Risk to be captured on Risk Register and progress with mitigation to be tracked by Director and Advisory Board/Joint Committee/Executive Sub Committee/Working Group.

Scores of 5 and below **Low Risk**: Risk to be removed from register and managed within appropriate services.

Risk Impact Details

Name	Description
Immaterial	Loss of up to £10k; examples include little effect on service delivery; no health and safety impact; no damage to reputation.
Minor	Loss of £10k to £50k; examples include minor disruption to effective service delivery i.e. staff in unplanned absence for up to one week; minor injury; no requirement for professional medical treatment; slight damage to reputation.
Moderate	Loss of £50k to £250k; examples include delays in effective service delivery i.e. adjustments to work programmes in up to one week or staff long term absence; injury to an individual(s) requiring professional medical treatments; reputation damage is localised and minor.
Significant	Loss of £250k to £500k; examples include effective service delivery is disrupted in specific areas of the business; multiple serious injuries requiring professional medical treatment; reputation damage occurs with key stakeholders.
Major	Loss of £500k +; examples include effective service delivery is no longer achievable, fatality of staff, visitor or public; reputation damage is irrecoverable i.e. regulatory body intervention.

Likelihood

Description	Probability	Indicators
5. Highly Probable	> 80%	<ul style="list-style-type: none"> Is expected to occur in most circumstances Circumstances frequently encountered – daily/weekly/monthly/annually Imminent/near miss
4. Probable/Likely	60% - 80%	<ul style="list-style-type: none"> Will probably occur in many circumstances Circumstances occasionally encountered but not a persistent issue (e.g. once every couple/few years) Has happened in the past or elsewhere
3. Possible	40% - 60%	<ul style="list-style-type: none"> Not expected to happen, but is possible (once in 3 or more years) Not known in this activity
2. Unlikely	20% - 40%	<ul style="list-style-type: none"> May occur only in exceptional circumstances Has rarely / never happened before Force majeure
1. Remote	< 20%	<ul style="list-style-type: none"> The risk will not emerge in any foreseeable circumstance

6.1. The evaluation process will highlight the key risks that require urgent attention. However, all the risks need to be considered and action agreed, even if this is to take no action at the current time. The options are either to: Tolerate, Treat, Terminate or Transfer each risk.

- **Tolerate the risk (accept it)** – some low scoring risks may be considered as acceptable, but these need to be reviewed on a regular basis to confirm that the circumstances have not changed.
- **Treat the risk (reduce by control procedures)** – the risk can be considered acceptable provided the control mechanisms work.
- **Terminate the risk (cease or modify the method of delivery)** – where risks are unacceptable and control mechanisms will not provide adequate security, the activity or the method of delivery must be modified.
- **Transfer the risk** – through insurance of financial contingency provision.

6.2. The risk register will be monitored and reviewed by the Leadership Team and reported to Members and the Advisory Board. New risks will be added to the register where appropriate and assigned an individual risk owner. An updated risk register will be provided as a standard report to the Joint Committee.

7. RISK MANAGEMENT ROLES AND RESPONSIBILITIES

7.1. The Joint Committee

The roles and responsibilities of the Joint Committee are:

- to ensure that a comprehensive approach to risk management is developed and implemented
- to oversee and obtain assurance over the effective management of the risks by the Director .

7.2. The Director

- To support and develop the risk management culture of the Risk Management Group which helps support the Joint Committee's strategic leadership and corporate governance roles.
- To develop and maintain a risk management framework.
- To maintain effective links with stakeholders on risk management issues and to report as appropriate to the Joint Committee, Executive Sub Committee, Working Group and the Advisory Board.

7.3. Risk Management Group

The risk management framework established by the Director allocates the following responsibilities to the Leadership Team:

- Initial identification and evaluation of risks.

- Registration of risks.
- Evaluation of effectiveness of controls.
- Action planning to mitigate the impact of risks on the achievement of the Joint Committee's objectives.
- Reporting to Joint Committee and/or Executive Sub Committee, Working Group and Advisory Board.
- Preparing changes to this policy.
- Responding to training needs on risk awareness and management

8. MONITORING AND REVIEW

The Joint Committee will monitor the effectiveness of this policy and will receive a copy of the latest risk register and a report from the Director at each Joint Committee meeting.

9. APPROVALS

Approved Joint Committee Executive Sub Committee June 2011
Approved Joint Committee June 2012
Approved Joint Committee June 2013
Approved Joint Committee June 2014
Approved Joint Committee June 2015

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Appendix 2: RISK REGISTER JULY 2016

Rank	Risk Description	Consequence Description	Risk Impact	Likelihood	Score	Key Controls In Place	Assurances	Response	Previously Reported Status	Current Status	Further Actions to be taken to Manage Risk Better	Lead
1.	Unforeseen significant fluctuations in income and assurance on service charge income	Inability to meet financial obligations	4	2	8	Audit figures and history o which to base forecasts. Reserve policy in place Bad debt policy	Internal & External Audit Reports Committee Reports	Treat			Continued forecasting, budget monitoring and cashflow analysis. Monitor new jurisdictions.	D
2.	Inability of IT to support needs of organisation and technology users (including data protection)	Reduced effectiveness and efficiency for tribunal, councils and appellants.	3	3	9	Robust hosting and support arrangements in place. In-house IT team providing first line support. Registered with the Information Commissioner. Frequent reporting of appeal portal development and progress.	Performance Reports IT hardware replacement programme. Technology Reserves in place Feedback from appellants and authorities to inform future development. The tribunal web site and portal explains to the parties how information will be shared.	Treat			Feedback will continue to be collated – including Birmingham University Research. Refinements and developments continue Privacy impact assessment being undertaken. A programme to roll out the portal has commenced.	D

Appendix 2: RISK REGISTER JULY 2016

3.	Loss of key members of management and staff	Disruption to operations Management of vacancies Project and operational targets affected	3	3	9	Clearly defined roles with flexibility to provide cover. Documented procedures Arrangements for temporary cover Arrangements in place to extend cover. Resources Sub Committee and Working Group established.	Committee Reports	Treat			Complete staff re-structure.	D
4	Insufficient adjudicator/ staff resources to meet demand	Inability to meet targets Pressure to reach decisions may result in increased number of judicial reviews	3	2	6	Monitoring of demand and performance Staff recruitment, induction, training and appraisal. Contingency Planning	Resources Sub Committee and Working Group in place Committee Reports Development of the portal will increase efficiency of the appeals process	Treat			Review capacity and training needs of adjudicators and staff in the light of the roll out of the new appeal portal and case management system and the need to address succession.	CA/D
5	Achievement of Key Objectives	Failure to achieve key objectives	3	3	9	Leadership team established focussing on key objectives.	Internal & External Audit Reports Committee	Treat			.Maintain review of velocity and effectiveness of portal roll out process.	D

Appendix 2: RISK REGISTER JULY 2016

								Reports Secondment to fill Authority Engagement Manager roll to support the take up of the portal by local authorities.				
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CA = Chief Adjudicator D - Director

Note 1 The Risk Register is underpinned by the Risk Management Strategy and should be read in conjunction with business continuity planning arrangement

Risks that have been downgraded in accordance with the Risk Management Strategy following the report to September 2011 Joint Committee

	Effective Financial and Resource Management including spending within agreed budgets	Financial instability	2	2	4	Historical data on which to base forecasts. Specified role for budget holders in budget monitoring. Recommendations from Internal Audit	Internal & External Audit Reports Committee Reports	Treat			Impact of revisions to budget management Internal Audit Annual Plan for 2011/12.
	Change in government policy	Change in direction for traffic regulations/adjudication	5	1	5	Establishing and maintaining dialogue with relevant government departments, responding to consultation, participation in working groups	Committee Reports	Tolerate			None at this time
	Health and Safety Breach	Risk to welfare of adjudicators, appellant, staff Disruption to tribunal	3	1	3	Health and Safety policy in place. Procedures in place for monitoring risk/handling incidents	Reporting requirements for Health and Safety Matters	Treat			None at this time

Appendix 2: RISK REGISTER JULY 2016

Risk Impact Details

Name		Description
1	Immaterial	Loss of up to £10k; examples include little effect on service delivery; no health and safety impact; no damage to reputation.
2	Minor	Loss of £10k to £50k; examples include minor disruption to effective service delivery i.e. staff in unplanned absence for up to one week; minor injury; no requirement for professional medical treatment; slight damage to reputation.
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4	Significant	Loss of £250k to £500k; examples include effective service delivery is disrupted in specific areas of the business; multiple serious injuries requiring professional medical treatment; reputation damage occurs with key stakeholders.
5	Major	Loss of £500k +; examples include effective service delivery is no longer achievable, fatality of staff, visitor or public; reputation damage is irrecoverable i.e. regulatory body intervention.

Likelihood

Description	Probability	Indicators
5. Highly Probable	> 80%	<input type="checkbox"/> Is expected to occur in most circumstances <input type="checkbox"/> Circumstances frequently encountered – daily/weekly/monthly/annually <input type="checkbox"/> Imminent/near miss
4. Probable/ Likely	60% - 80%	<input type="checkbox"/> Will probably occur in many circumstances <input type="checkbox"/> Circumstances occasionally encountered but not a persistent issue (e.g. once every couple/few years) <input type="checkbox"/> Has happened in the past or elsewhere
3. Possible	40% - 60%	<input type="checkbox"/> Not expected to happen, but is possible (once in 3 or more years) <input type="checkbox"/> Not known in this activity
2. Unlikely	20% - 40%	<input type="checkbox"/> May occur only in exceptional circumstances <input type="checkbox"/> Has rarely / never happened before <input type="checkbox"/> Force majeure
1. Remote	20%	<input type="checkbox"/> The risk will not emerge in any foreseeable circumstance

Appendix 2: RISK REGISTER JULY 2016

The evaluation process will highlight the key risks that require urgent attention. However, all the risks need to be considered and action agreed, even if this is to take no action at the current time. The options are either to: Tolerate, Treat, Terminate or Transfer each risk.

- Tolerate the risk (accept it)** – some low scoring risks may be considered as acceptable, but these need to be reviewed on a regular basis to confirm that the circumstances have not changed.
- Treat the risk (reduce by control procedures)** – the risk can be considered acceptable provided the control mechanisms work.
- Terminate the risk (cease or modify the method of delivery)** – where risks are unacceptable and control mechanisms will not provide adequate security, the activity or the method of delivery must be modified.
- Transfer the risk** – through insurance of financial contingency provision.

MEASUREMENT OF RISK AND REPORTING

Risk Matrix

		Consequence				
		5	4	3	2	1
Likelihood	5	25	20	15	10	5
	4	20	16	12	8	4
	3	15	12	9	6	3
	2	10	8	6	4	2
	1	5	4	3	2	1

Legend:

Score of 25 equates to **Extreme Risk**: Immediate escalation to Director for urgent consideration by Joint Committee.

Scores of 20-15 **High Risk**: Risk to be escalated to the Joint Committee/Executive Sub Committee with mitigating action plan. Risk to be actively managed by Director and Advisory Board.

Scores of 12-6 **Medium Risk**: Risk to be captured on Risk Register and progress with mitigation to be tracked by Director and Advisory Board/Joint Committee/Executive Sub Committee.

Scores of 5 and below **Low Risk**: Risk to be removed from register and managed within appropriate services.

APPENDIX 3

BUSINESS CONTINUITY MANAGEMENT POLICY

1. PURPOSE

The purpose of this policy is to formalise the Business Continuity program and to provide guidelines for developing, maintaining and exercising Business Continuity Plans (BCPs). This policy establishes the basic principles and framework necessary to ensure emergency response, resumption and recovery, restoration and permanent recovery of operations and business activities during a business interruption event.

2. SCOPE

This policy applies to staff, facilities and IT systems and preparation for scenarios including, but not limited to, natural disaster, power outage, hardware/telecommunications failures, data corruption and terrorism. These events may be local in nature, or could have regional impact, with multiple facilities in a geographic region becoming inaccessible. This policy provides guidance for the resumption and recovery of time sensitive business operations in accordance with pre-established timeframes as well as ensuring that adequate plans are in place for the less time sensitive business operations.

3. POLICY

The Joint Committee recognises the potential strategic, operational, financial, reputational and stakeholder risks associated with service interruptions and the importance of maintaining viable capability to continue business processes with minimum impact in the event of an emergency.

DEFINITIONS

- **BCG** – Business Continuity Group
- **BCP** – Business Continuity Plan
- **BIA** – Business Impact Analysis

4. PROCEDURES:

Statement of Policy

Business continuity policy and planning are fundamental to reduce the impact of business interruption and should be read in conjunction with the Joint Committee's Risk Management Statement.

The Joint Committee recognises the importance of developing, exercising and testing and maintaining plans for the resumption and recovery of business functions and processing resources. The resumption and recovery plans must be based on a risk assessment that considers potential losses due to unavailability of service versus the cost of resumption. These plans shall anticipate a variety of probable scenarios at local, regional and national level.

Responsibilities

Joint Committee and Advisory Board: Responsible for ensuring that Business Continuity Management policy and procedures are in place and reviewed by Officers on a regular basis.

Director: Responsible for the documented development, maintenance and review of the Business Continuity Management policy and procedures and identifying key staff to have specific responsibility for business continuity in terms of premises, Adjudicators, staff, tribunal services, IT and finance. These Officers will comprise the Business Continuity Group.

Business Impact Analysis (BIA) and Risk Assessment

The BCG shall undertake a BIA on an annual basis to identify and prioritise the critical business processes and costs of downtime. The BIA shall cover the major business processes that cut across the multiple sections or teams. It shall identify the business process availability, recovery time objectives and associated risks if these processes were not available.

The Business Continuity Plan

The BCG shall develop the BCP to recover from an incident and provide, at the very minimum, the ability to recover critical processes in line with the findings of the BIA. The recovery plans for an incident shall be developed by the BCG. The BCG shall have oversight as to the creation of plans to provide leadership and guidance, and ensure appropriate consistency and coordination among the various business dependencies, as well as compliance/consistency with standards.

During an incident, the Director and Officers identified in the Business Continuity Plan *shall* activate the Business Continuity Plan. The BCG shall work with the affected sections/teams to ensure smooth execution of the BCP. Where relocation is required, consideration will be given to alternative ways of working to ensure a swift resumption of services.

The Business Continuity Plan will be reviewed every six months and updated as changes occur. All incidents will be documented and records maintained.

Develop Resumption and Recovery Plans for People Assets

Adjudicators and staff shall be provided with communication approaches and tools to ensure communication among themselves and with the staff for emergency response and business continuity.

The BCG shall implement and maintain a basic communication plan for all sections/teams for emergency response and business continuity. Confidentiality of staff personal contact information for this purpose shall be managed in compliance with the Information Security and HR policies and practices.

Business continuity plans shall identify the designated primary staff member (from the business operation) and an alternate who can perform functional responsibilities in the absence of the primary staff member.

The BCG shall work to develop clear guidance on how the staff shall report their time during crisis. These staff may be directed to suspend their regular duties until the operations are restored at a permanent site or some alternate direction is provided.

Develop Resumption and Recovery Plans for Facilities and Office Space

In order to successfully resume critical business operations during an incident/crisis, the BCG must identify a safe, easily accessible and fully operational location with adequate resources (IT and others) for staff to report to and initiate operations from during the period of crisis. Any decisions regarding alternative facilities must provide adequate office space and alternate communication links.

Develop IT Systems Resumption and Recovery Plans

The BCP shall develop a coordinated strategy involving plans, policies, procedures, and technical measures that enable the recovery of IT systems, operations, and data that is identified as critical. The BCG shall also work with other companies that are responsible for development and maintenance of the technology and information that support critical business processes. The network architecture and telecommunications shall help ensure there is the ability to withstand local/regional crisis/national crisis.

BC policy and planning shall be integrated in IT policy, budget and implementation decisions. IT budget guidelines shall take into account good practices concerning business continuity planning and preparedness.

For new application development, BC planning should be integrated in all phases of the IT project life cycle, starting from Business Requirements, System Architecture, Design, Construction, Testing, Implementation, Maintenance and Retirement.

Testing

In order to validate the Business Continuity Plan and ensure strategies are capable of providing response and recovery results within agreed timeframes, planned testing will be conducted training provided to all staff on an annual basis and or as needs arise. The IT core system will be disaster recovery tested at an off-site location annually. Test results shall be shared with the Advisory Board.

Communications

The BCP shall include mandatory instructions, advice, process, procedure or guidance concerning internal and external communications.

External communication during an incident/crisis is a critical business process. The BCG shall develop the process and messages that will be communicated to staff and stakeholders in the event of an incident or business interruption.

Training

Business Continuity training for the BCG (and other relevant staff) is essential for effective resumption and recovery of operations. BCG staff shall be supported with training to keep current in the business continuity best practice, latest technologies, tools, international standards and regulations that guide the development of BC plans. Training must include details regarding business resumption and recovery roles in coordination with the BCG.

BCP Maintenance and Management Reporting

The BCPs shall be updated on a bi-annual basis, or as often as changes require, using agreed templates. Most importantly all major updates should be incorporated as soon as possible and not held to satisfy a pre-arranged schedule.

The BCG shall consider the use of automated tools to support business continuity planning. Reporting business continuity planning status and progress is a key element of creating an effective BC program. The BCG shall report the status and progress of the BC program to the Advisory Board on an annual basis or after every BC test.

5. POLICY COMPLIANCE

Consistent compliance with this policy is essential to its effectiveness and therefore adherence to this policy is expected. The BCG will assess the preparedness of all the sections/teams. The assessment will include the quantification and qualification of exposures including, but not limited to, the resumption of time-sensitive operations and the recovery of other operations.

Internal Audit, as part of its work program, will review the business continuity plans periodically to ensure, as appropriate, alignment of the overall Business Continuity Program with Standards such as BS25999.

Policy Agreed: 25 June 2013

Planned Review Date: June 2014

Actual Review Date: 25 June 2014

Next Review Date: 23 June 2015

Next Review Date: 12 July 2016

BUS LANE ADJUDICATION SERVICE JOINT COMMITTEE

Date of Meeting: 12th July 2016
Report of: The Director on behalf of the Advisory Board
Subject/Title: Review of Governance

1.0 Report Summary

1.1 This report presents governance documentation and arrangements for review.

2.0 Recommendations

2.1 That the Joint Committee:

- i) Approves the variation in the Bus Lane Adjudication Service Joint Committee Agreement dated 3rd December 2014 and variation to the standing orders (Appendix 1).
- ii) Notes the Service Level Agreement between the Joint Committee and the Host/Lead Authority (Appendix 2)
- iii) Note the Schemes of Delegation to the Chief Adjudicator and Director (Appendix 3 and 4)
- iv) Approves the updated Memorandum of Understanding between the Adjudicators and the Joint Committee (Appendix 5).
- v) Appoints persons to fulfil the function of the proper officer under the relevant regulations
- vi) Notes the cycle of meetings for 2016/17

18th October 2016
31st January 2017
11th July 2017

3.0 Reasons for Recommendations

3.1 To fulfil the governance requirements of the Joint Committee.

4.0 Financial Implications

4.1 Provision is made within the budget for the services provided by the Host/Lead Authority. The Scheme of Delegation to the Director reflects the Joint Committee's Financial Regulations

5.0 Legal Implications

5.1 Set out in the report.

6.0 Risk Management

6.1 The recommendations in this report clarify the governance arrangements for the Joint Committee, the Adjudicators and the Lead Authority.

7.0 Background and Options

7.1 In June 2013, the Bus Lane Adjudication Service Joint Committee approved changes to the Joint Committee's agreement including Schedule 6 (Terms of Appointment of the Lead Authority) dated 1 May 2008 which had been reviewed in the light of the appointment of a new Host/Lead Authority from 1 April 2013. The Joint Committee obtained approval from the required 75% of participating councils and the new agreement took effect on 3 December 2014.

7.2 An annual review has been undertaken to establish whether the agreement requires any factual updates. These include:

Changes in definitions – Head of Service replaced by Director
A small number of updated legal references
The standing orders (schedule 4) have also been updated

7.3 Schedule 6 of the Bus Lane Adjudication Service Joint Committee agreement makes reference to the development of a non-binding service level agreement (SLA) between the Joint Committee and the Lead Authority. The SLA for is presented for information (Appendix 1). The updated costs associated with this agreement were reported to the January 2016 Executive Sub Committee.

7.5 The Joint Committee is asked to note the Scheme of Delegation to the Chief Adjudicator (Appendix 3) and to the Director (Appendix 4) which remain unchanged save for replacement of Head of Service with Director.

7.6 The Memorandum of Understanding (Appendix 5) between the Adjudicators and the Joint Committees is presented for review with no proposed amendments.

8.0 Access to Information

The background papers relating to this report can be inspected by contacting the report writer:

Name: Louise Hutchinson
Designation: Director
Tel No: 01625 445566
Email: lhutchinson@patrol-uk.info

APPENDIX 1

DATED

~~2014~~2016

DEED

relating to Bus Lane Adjudication Service Joint Committee



N A B A R R O

125 London Wall
London EC2Y 5AL

Tel: +44 (0)20 7524 6000

1 Workshare Compare comparison of
interwovenSite://COBALT/LEGAL_ACTIVE/70962075/11 and
interwovenSite://COBALT/LEGAL_ACTIVE/70962075/13. Performed on 30/06/2016.

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DEED

DATE

~~2014~~2016

PARTIES

The Local Authorities listed in **Schedule 1** to this deed in pursuance of arrangements made under section 144 of the Transport Act 2000 (the "**2000 Act**"), sections 101(5) and 101(5B) of the Local Government Act 1972, section 20, section 9EA and section 9EB of the Local Government Act 2000, The Bus Lane Contraventions (Penalty Charges, Adjudication and Enforcement) (England) Regulations 2005 (the "**Regulations**"), The Bus Lane Contraventions (Approved Local Authorities) (England) Order 2005 (as amended), the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations ~~2000,2012~~ (SI 2012/1019), the Local Authorities (Goods and Services) Act 1970, section 1 of the Localism Act 2011 and all other enabling powers.

RECITALS

- (A) The Secretary of State has approved under the provisions of the Bus Lane Contraventions (Approved Local Authorities) (England) Order 2005 (as amended) (inter alia) the Local Authorities listed in **Schedule 1** to this deed as "Approved Local Authorities" for the purpose of section 144 of the Transport Act 2000 (civil penalties for bus lane contraventions).
- (B) Regulation 12 of the Bus Lane Contraventions (Penalty Charges, Adjudication and Enforcement) (England) Regulations 2005 provides (inter alia) that the functions conferred on the Local Authorities under regulation 11 of the said Regulations shall be discharged by them through a joint committee set up under section 101(5) of the Local Government Act 1972.
- (C) It is expedient that provision should be made to enable other Local Authorities on whom functions under regulation 11 of the Regulations are conferred to become parties to this deed.
- (D) The agreed primary objectives of the joint committee are the provision of:
- (i) a fair adjudication service for appellants including visible independence of adjudicators from the Local Authorities in whose areas they are working;
 - (ii) consistency of adjudication across the service;
 - (iii) a cost effective and equitable adjudication service for all Local Authorities in relation to whose area the Secretary of State has made an order under sections 144 (3)(b) and (14) of the 2000 Act;
 - (iv) flexibility to deal with a wide range of Local Authorities with varying levels of demand for adjudication; and
 - (v) such other functions as may be conferred on the joint committee by statute from time to time.
- (E) It is expedient that the arrangements established pursuant to this deed should replace those previously in place contained in a deed dated 12 June 2006 and/or memoranda of participation

1 Workshare Compare comparison of
interwovenSite://COBALT/LEGAL_ACTIVE/70962075/11 and
interwovenSite://COBALT/LEGAL_ACTIVE/70962075/13. Performed on 30/06/2016.

entered into pursuant and annexed to that deed, with effect from 1 April 2013 notwithstanding that this deed has not been entered into until the date written above.

- (F) This deed is adopted by the Parties as a variation to the deed referred to in **Recital (F)** above by means of a resolution of the BLASJC dated 25 June 2013 and the consent in writing by at least 75 per cent of the Participating Authorities.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 The following definitions apply in this deed:

"Adjudicators"

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

"Appropriate National Authority"

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

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

means the joint committee established by the Participating Authorities on the terms contained in this deed for the purpose of jointly exercising the functions referred to in this deed, including those set out in Schedule 3 (Functions), and the expression BLAS shall be construed accordingly;

"BLASJC Reserve Fund"

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

"Financial Regulations"

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

"Head of Service"

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

"Lead Authority"

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

"Lead Officer"

means the officer of the Lead Authority to whom functions are delegated by the BLASJC pursuant to this deed and to Standing Orders set out in **Schedule 4** to this deed;

"Local Authorities"

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

"Memorandum of Participation"

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

"Participating Authority"

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

"PATROLAJC Reserve Fund"

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

"Representative"

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

"Standing Orders"

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

1.2 References to any enactment include references to that enactment as for the time being amended, applied consolidated re-enacted by or having effect by virtue of any subsequent enactment and for this purpose **"enactment"** means any act whether public general or local and includes any order rule regulations scheme or any instrument having effect by virtue of an enactment.

1.3 References to the discharge of any function includes references to the doing of anything which is calculated to facilitate or is conducive or incidental to the discharge of any of these functions.

2. COMMENCEMENT

- 2.1 Subject to **clause 2.3** of this deed, this deed shall have effect from 1 April 2013 (the "**Commencement Date**") notwithstanding that this deed has not been entered into until the date written above.
- 2.2 In respect of any Local Authority who joins the arrangements established pursuant to this deed after the Commencement Date, the deed shall come into effect on the date that Local Authority signs or executes a Memorandum of Participation.
- 2.3 With effect from the Commencement Date, the arrangements in this deed replace those previously in place contained in a deed dated 12 June 2006 and/or memoranda of participation pursuant and annexed to that deed.
- 2.4 It is acknowledged that BLASJC has entered into a memorandum of understanding with the Adjudicators dated 21 November 2012, a copy of which is set out in **Schedule 8** of this deed.

3. BLASJC

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

4. LEAD AUTHORITY

- 4.1 The BLASJC appoints Cheshire East Council ("**CEC**") to act as Lead Authority as successor Lead Authority to the Council of the City of Manchester for the purposes of the arrangements established by this deed and on the terms set out in **Schedule 6** to this deed and CEC agrees to the appointment on these terms, with effect from the Commencement Date.
- 4.2 The terms of appointment of the Lead Authority are as set out in **Schedule 6** to this deed, provided that such terms of appointment may be varied from time to time by written agreement between the BLASJC and the Lead Authority.

- 4.3 The Lead Authority may resign as Lead Authority by giving not less than 12 months' written notice (or such other period as may be agreed between the Lead Authority and the BLASJC) to the BLASJC such resignation to take effect on 1 April the following year or on such other date as may be agreed between the Lead Authority and the BLASJC ("**Date of Resignation**") and the BLASJC shall appoint a new Lead Authority with effect from the date immediately following the Date of Resignation.
- 4.4 The appointment of the Lead Authority may be terminated by the BLASJC by the giving of not less than 12 months' written notice (or such other period as may be agreed between the Lead Authority and the BLASJC) to the Lead Authority, such termination to take effect on 1 April the following year or on such other date as may be agreed between the Lead Authority and the BLASJC ("**Date of Termination**") and the BLASJC shall appoint a new Lead Authority with effect from the date immediately following the Date of Termination.
- 4.5 Following the giving of notice of resignation or termination of the appointment of the Lead Authority, the outgoing Lead Authority and any Participating Authority which has been nominated as the new Lead Authority shall take such measures as are necessary to ensure the efficient and expeditious transition of responsibility (including transfer of staff) between them.

5. FINANCIAL MATTERS

- 5.1 The Participating Authorities shall contribute such sums in relation to the establishment and operation of arrangements pursuant to this deed (including but not limited to the costs and expenses properly incurred by the Lead Authority and those of the BLASJC) in such proportions as may be determined from time to time by the BLASJC.
- 5.2 The BLASJC shall not later than 31 January in each year adopt a budget of estimated expenditure by it for the ensuing year commencing on 1 April and shall in accordance with such budget determine the amount of contributions from each of the Participating Authorities in that year, the date or dates on or before which a payment or payments in respect of the contributions are required to be made and the amount of that payment or each of those payments.
- 5.3 The BLASJC may require Participating Authorities to pay such contribution by means of such periodic payments as it may deem appropriate.
- 5.4 Any liabilities arising, incurred or entered into prior to the Commencement Date under the terms of the arrangements referred to in **recital** (E) of this deed shall be carried forward into the arrangements under this deed and the Participating Authorities shall be so liable as if the liabilities had arisen, been incurred or entered into under the terms of the arrangements set out in this deed.

6. CONFIDENTIALITY

Except where disclosure is required by law (including but not limited to pursuant to the Freedom of Information Act 2000 or the Environmental Information Regulations 2004) or to professional advisers and subject to the provisions of the Standing Orders and **clause 7** of this deed each Participating Authority shall in respect of this deed and all information that may be derived from or in connection with the BLASJC or from this deed (the "**Information**"):

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

7. DATA PROTECTION

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

8. PUBLICITY

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

9. WITHDRAWAL OF A PARTICIPATING AUTHORITY FROM THE ARRANGEMENT

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

10. NOT USED

11. TERMINATION

11.1 The arrangements contained in this deed may be terminated:

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

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

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

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

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

12. VARIATION

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

13. ADDITIONAL LOCAL AUTHORITIES

Any Local Authority in respect of whom an order has been made under sections 144 (3) and (14) of the 2000 Act shall on the date agreed between that Local Authority and the Lead Officer and evidenced by a Memorandum of Participation in executed or signed on behalf of the relevant Local Authority and annexed hereto become party to the arrangements established pursuant to this deed and from that date shall be bound by this deed and shall (without prejudice to the generality of the foregoing) contribute to the costs of the arrangements established pursuant to this deed in such proportion as may be agreed by the BLASJC.

14. NOTICES

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

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

15. ARBITRATION

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

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

Schedule 1

Participating Authorities

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

9 Workshare Compare comparison of
interwovenSite://COBALT/LEGAL_ACTIVE/70962075/11 and
interwovenSite://COBALT/LEGAL_ACTIVE/70962075/13. Performed on 30/06/2016.

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

Schedule 2

Composition of membership of BLASJC

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

Schedule 3

Functions of the BLASJC

The functions of the BLASJC shall be:

1. to appoint (re-appoint and dismiss) subject to the Lord Chancellor's consent (and that of the Lord Chief Justice as required) Adjudicators for the purpose of the Transport Act 2000;
2. to appoint a proper officer and deputy of BLASJC;
3. pursuant to the terms of this deed to appoint (and terminate and accept the resignation of) a Lead Authority for the purpose of the arrangements established by this deed;
4. to provide or make arrangements for the provision of accommodation and administrative staff and facilities for the Adjudicators;
5. to determine after consultation with the relevant Participating Authority where the Adjudicators are to sit;
6. to commission and receive an annual report upon the adjudication service from the Adjudicators;
7. to make and publish an annual report to the Appropriate National Authority as appropriate on the discharge by the Adjudicators of their functions;
8. to defray all the expenses of the adjudication process and in particular expenses in relation to the remuneration of Adjudicators;
9. to establish and approve annual budgets and receive annual accounts and regular monitoring reports on associated expenditure;
10. to undertake such other functions as are reasonably incidental to the efficient operation of the adjudication process;
11. such other associated functions as Participating Authorities may lawfully arrange for the BLASJC to perform as they from time to time consider appropriate, provided that the BLASJC agrees to such associated functions.

Schedule 4

Standing Orders

THE BUS LANE ADJUDICATION SERVICE JOINT COMMITTEE'S

STANDING ORDERS 2014/15

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1. Chair and Vice-Chair

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

2. Duration of Appointments

- (i) Each representative on the BLASJC shall hold office from the date of the first meeting of the BLASJC following his appointment to the date of the next annual meeting of the BLASJC or until his appointment is terminated by the appointing Participating Authority which may be done at any time or until he ceases to be entitled to be a representative of that Participating Authority on a Joint Committee under the constitutional arrangements applicable to that appointing Participating Authority.
- (ii) The Chair and Vice-Chair shall hold office until the following Annual meeting but such office shall be deemed to be vacated if the appointment as a representative on the Joint Committee is terminated by their Participating Authority or if they cease to be entitled to be a representative on a Joint Committee under the constitutional arrangements applicable to that appointing Authority.

3. Servicing and Advice

- (i) It shall be the responsibility of the Lead Officer to convene all meetings of the BLASJC;
- (ii) An Advisory Board may be appointed by the BLASJC comprising the Lead Officer, such other officers of the Participating Authorities and other persons appointed by the BLASJC and a representative nominated by the Department for Transport (DFT) as set out in the MOU between the Joint Committee and the Secretary of State. The Advisory Board shall be entitled to depute one or more of their number to attend and advise at meetings of the BLASJC.

4. Meetings and Agenda

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

- c) by a requisition, signed by not less than one half of the representatives of the BLASJC delivered to the Lead Officer at least ten working days before the date of the meeting.
- d) At the instance of the Lead Officer
Provided that the BLASJC shall meet at least once every year (the Annual Meeting).
The summons to any meeting shall set out the business to be transacted thereat, and no business other than that set out in the summons shall be considered at the meeting unless by reason of special circumstances, which shall be specified in the minutes, the Chair of the meeting is of the opinion that the item should be considered at the meeting as a matter of urgency.
- (ii) At every meeting of the BLASJC the Chair, if present, shall preside. If the Chair is absent the Vice-Chair, if present, shall preside. If both the Chair and Vice-Chair are absent the meeting shall elect a Chair from one of its representatives. For the purposes of these Standing Orders references to the Chair, in the context of the conduct of business at meetings, shall mean the person presiding under the Standing Orders.
- (iii) Any Participating Authority acting through its representative on the Joint Committee or through an Advisory Board Representative may give written notice of an item within the remit of BLASJC to be placed on the Agenda of the BLASJC. All notices of items for agendas must be received by the Lead Officer not less than fifteen working days prior to the meeting to which the agenda relates.
- (iv) Each of the Participating Authorities and every Advisory Board representative shall be entitled to have access a copy of the Agenda, papers and minutes of the proceedings of the BLASJC.
- (v) The Lead Officer shall not less than seven clear days before the intended meeting of the BLASJC: -
 - (a) Circulate a notice thereof to each Participating Authority representative on the BLASJC and to the nominated officer of each Participating Authority, accompanied by a notice of the business to be transacted. Provided that the

failure of any such notice to be delivered shall not affect the validity of the meeting or of the business transacted thereat.

(b) Publish notice thereof in the London Gazette or such other daily national publication as may be specified by the Lead Officer. Provided always if not published in the London Gazette the Lead Officer shall give 14 days notice in writing to the Participating Authorities of the name of newspapers in which the notice of meetings is to be published.

(vi) Deputations shall be entitled, upon prior notification being given to the Lead Officer and at the discretion of the Chair, to attend and address the meeting for not more than ten minutes and to answer questions from representatives on the BLASJC for a further ten minutes.

(vii) A representative of the DFT may attend the meetings of the BLASJC and may participate fully on all items of business but not vote.

4A. Cancellation of Meetings

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

5. Substitute Members

If a representative of the BLASJC is unable to be present at a meeting of the BLASJC, that Participating Authority may be represented by a substitute duly appointed by that Participating Authority for the purpose in accordance with their own constitutional arrangements and whose name has been duly notified in writing to the Lead Officer of the BLASJC by the nominated Officer of the Participating Authority concerned at least 24 hours prior to the Committee meeting. A substitute attending a meeting of the BLASJC shall declare and vote as the Participating Authority representative on the BLASJC. No substitute representative may attend any meeting at which the representative for which he is substitute is present.

6. Attendance Record

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

7. Order of Business

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

8. Minutes

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

9. Sub-Committees

- (i) The BLASJC shall be entitled to appoint such Sub-committees as it thinks fit.

10. Voting

- (i) Each representative (or if absent the named substitute) shall be entitled to one vote on each question to be decided. Subject to paragraph 10 (iii), every question shall be determined by a show of hands and shall be determined by a simple majority.
- (ii) In the case of an equality of votes, the Chair shall have a second or casting vote.
- (iii) On the requisition of any representative provided it is supported by at least two others made before any vote is taken on a motion or an amendment, the voting shall be recorded so as to show how each representative present and voting voted. The name of any representative present and not voting shall also be recorded.

11. Quorum

- (i) The quorum of the BLASJC shall be one tenth of the number of the Participating Authority representatives but in any event not less than three, and the quorum of a Sub-committee shall be one quarter of the number of members of the Sub-Committee but in the event not less than three.

- (ii) For the avoidance of doubt non-attendance of the representative appointed by the DFT shall not render the meeting inquorate nor shall he be counted in deciding whether a quorum has been established.
- (iii) No business can be transacted at any meeting unless a quorum is present. Any matters of urgency will be considered under Standing Order 16.

12. Rules of Debate

- (i) A motion or amendment shall not be discussed unless it has been proposed and seconded.
- (ii) A representative shall address the Chair and direct any speech to the question under discussion. If two or more representatives indicate they wish to speak the Chair shall call on one to speak first.
- (iii) An amendment shall be:
 - (a) to leave out words
 - (b) to leave out words and insert or add others
 - (c) to insert or add wordsbut any such amendment must not have the effect of introducing a new proposal into or of negating the original motion
- (iv) A representative shall not speak for longer than 5 minutes on any matter without the consent of the BLASJC.
- (v) No representative shall address the BLASJC more than once on any issue, but the mover of an original motion may reply, in which reply no new matter shall be introduced, but the reply shall be confined strictly to answering the previous observations.
- (vi) A representative may claim to speak on a point of order or in personal explanation and shall be entitled to be heard forthwith. A point of order shall relate only to an alleged breach of a specified statutory provision or a specified standing order and the way in which the representative raising it considers that it has been broken. A personal explanation shall be confined to some material part of a former speech by them in the current debate, which may appear to have been misunderstood. The

ruling of the Chair on a point of order or on the admissibility of a personal explanation shall not be open to discussion.

- (vii) If an amendment is rejected other amendments may be moved on the original motion. If an amendment is carried, the motion as amended shall take the place of the original motion and shall become the motion upon which any other amendment may be moved.
- (viii) A further amendment shall not be moved until the BLASJC has disposed of every amendment previously moved, provided that the Chair shall have discretion to allow debate to take place on two or more amendments.
- (ix) A representative at the conclusion of a speech of another representative may move without comment:-
 - (a) that the question be now put
 - (b) that the debate be now adjourned
 - (c) that the BLASJC proceed to the next business
 - (d) that the BLASJC do now adjourn

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

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

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

In case (b) – the debate on the motion then before the BLASJC shall stand deferred until the next meeting of the BLASJC unless requested to be dealt with as an urgent matter; or

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

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

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

13. Admission of Public to Meetings

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

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

Condition

- | | |
|---|--|
| 1. Information relating to any 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. |
| 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 Information within paragraph 3 is not exempt if it contemplated, as well as past or current, activities must be registered under:

- (a) the Companies Act ~~1985~~2006;
- (b) the Friendly Societies Act 1974 (as amended);
- (c) the Friendly Societies Act 1992 (as amended);
- (d) the ~~Industrial~~Co-operative and ~~Provident~~Community Benefits Societies ~~Acts 1965 to 1978~~Act 2014;
- (e) the Building Societies Act 1986 (as amended); or
- (f) the Charities Act ~~1993~~2011.

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, 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
- (b) they may direct the representative to withdraw from all or part of the remainder of the meeting
- (c) they may order the representative to be removed from the meeting

(d) they may adjourn the meeting for such period as shall seem expedient to him

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

15. Disturbance by Members of the Public

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

16. Urgent Business

(i) If at any time the Lead Officer considers any matter is urgent and should be decided upon prior to the next meeting of the BLASJC then he shall consult the BLASJC's Chair. If the Chair or in the absence of the Chair or the Vice-Chair agrees the matter is urgent, then the Lead Officer shall be empowered to make the decision in accordance with such recommendation, subject to the decision being recorded in writing and signed by the Lead Officer to the BLASJC.

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

17. Rescission of Preceding Resolution

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

18. Delegation of Functions

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

19. Variations and Revocation of Standing Orders

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

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

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

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

- (i) Where any Participating Authority representative has given a general notice of a pecuniary interest of his or of his spouse they shall nevertheless orally declare it at any meeting where the matter is discussed. Any such reminder shall be recorded in the minutes of the meeting.
- (ii) Where any Participating Authority representative has declared a pecuniary interest in a contract, grant, proposed contract or other matter, by making an oral declaration at a meeting, they shall withdraw from the room in which the meeting is being held while the matter is under consideration unless:
 - (a) the disability to discuss, or vote upon any matter arising from the contract or other matter has been removed under Chapter 7 Section 33 of the Localism Act 2011; or
 - (b) the contract, grant, proposed contract or other matter is under consideration by the meeting as part of the report or minutes of a subcommittee (in the case of a meeting of the BLASJC) and is not itself the subject of debate.
- (iii) Any person, other than an officer of the BLASJC, who is appointed to do anything in connection with the BLASJC or subcommittee which enables him to speak at meetings of the BLASJC or subcommittee shall make the same disclosures of pecuniary interests, and shall withdraw from the room in which the meeting is being held on the same occasions, as he would have to do if he were a representative of the BLASJC or subcommittee.

21. Interests of Officers in Contracts and Other Matters

- (i) In addition to their duty under Section 117 of the Local Government Act 1972 if it comes to the knowledge of any officer that they have a pecuniary interest either direct or indirect (not being a contract to which he is himself a party) in any contract which has been or is proposed to be, entered into by the BLASJC, or in some other matters which is to be considered by BLASJC or one of its subcommittees, they shall as soon as practicable, give notice in writing to the Lead Officer of the fact that they are interested therein.
- (ii) For the purpose of this standing order, a disclosable pecuniary interest is an interest that, if the officer were a representative of the BLASJC and if the contract or other matter were to be considered at a meeting of the BLASJC at which they were present, they would have to disclose it under Chapter 7 Section 31 of the Localism Act 2011.
- (iii) The Lead Officer shall record in a book to be kept for the purpose particulars of any notice of a pecuniary interest given by an officer under Section 117 of the Local Government Act 1972 or paragraph (i). The book shall, during the ordinary office hours of the Lead Authority be open for inspection by any representative of the BLASJC.
- (iv) Where an officer submits a report to a meeting on a matter in which they have declared an interest under Section 117 of the Local Government Act 1972 or paragraph (i) they shall state that such declaration has been made, and give brief details of it, in a separate paragraph at the commencement of the report.
- (v) Where any officer advises orally a meeting of the BLASJC or a subcommittee on a contract, grant, proposed contract or other matter and has declared a pecuniary interest in that matter, whether under the requirements of Section 117 of the Local Government Act 1972, or of paragraph (i) they shall remind the meeting orally of that interest.

22. Access to Documents, Information and Land

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

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

Provided that: -

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

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

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

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

23. Suspension of Standing Orders

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

24. Interpretation and Definitions

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

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

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

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

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

“Lead Officer” means the Chief Executive of the Council of Cheshire East Council or such other officer of the Lead Authority nominated by them

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

official nominated by the BLASJC and may include sitting in an ex-officio capacity an official nominated by the DFT.

Schedule 5

Financial Regulations

BUS LANE ADJUDICATION SERVICE JOINT COMMITTEE

FINANCIAL REGULATIONS

Reported separately

Schedule 6

Terms of appointment of the Lead Authority

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

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

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

where such claims demands costs and/or expenses relate to any claim or allegation that liability for such actions or omissions of any previous Lead Authority has transferred, transfers or will transfer to the Lead Authority by operation of the Transfer of Employment (Protection of Employment) Regulations 2006; any provision of European Community

legislation and/or any other provision whose purpose or effect is to transfer liability for such claims demands costs and/or expenses;

- 8.4 in respect of any claim brought by any staff employed specifically and solely in relation to the functions which are the subject of the arrangements established pursuant to this deed for the benefit of the BLASJC by the Lead Authority in its capacity as Lead Authority and/or any claim brought by any Adjudicator relating to the provision of (or failure to provide) pension benefits and premature retirement rights to any such person; and/or
- 8.5 any Losses arising out of or in connection with any lease (including related refurbishment activities) entered into on behalf of BLAS save where such Losses arise from the fraud or wilful default of the Lead Authority (but excluding, for the avoidance of doubt, any wilful default of BLAS staff),

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

- 8A. Subject to paragraph 8B, the BLASJC, or the PATROLJC on its behalf, shall take out and maintain insurances, to the extent that they are available in the market, at commercially reasonable rates, to meet its potential obligation towards the Lead Authority under the indemnity provided in **paragraph 8**, for and on behalf of the Participating Authorities. Neither the Lead Authority nor the Participating Authorities shall take any action (or fail to take any action) which would entitle any insurer to refuse to pay any claim under any insurance policy taken out under this paragraph 8A.
- 8B. In the event that BLASJC, or the PATROLJC on its behalf, are unable to take out or maintain the insurances required for the purposes of Paragraph 8 or, in the event that the insurance proceeds do not fully cover the indemnity demanded by the Lead Authority under Clause 8, BLASJC shall indemnify the Lead Authority from the BLASJC Reserve Fund to the extent not provided for by the insurances. In the event the BLASJC Reserve Fund does not contain sufficient funds to provide the indemnity as set out in paragraph 8, the Participating Authorities shall indemnify the Lead Authority in accordance with paragraph 8, provided that the Lead Authority has not acted negligently and/or fraudulently and/or illegally.
- 8C. For the purposes of **paragraph 8.5** of this **Schedule 6 "Losses"** shall mean all claims, demands, costs, liabilities and expenses including but not limited to:
 - 8C.1 the properly incurred costs of legal or professional services;
 - 8C.2 any costs incurred by the Lead Authority as a result of BLASJC failing to successfully enforce the terms of any appointment, collateral warranty or guarantee relating to all refurbishment activities; and
 - 8C.3 the rent, service charge and other payments due to be made by the Lead Authority, pursuant to the terms of any lease whether arising under statute, contract or at common law.
- 9. Upon the Lead Authority becoming aware of, or aware of the prospect of, any such claims, demands, liabilities, damages, losses, costs or expenses under this paragraph 8 the Lead Authority shall contact the Participating Authorities in writing within 30 days of becoming aware of the same, providing all necessary information for the Participating Authorities to properly evaluate and consider any such claims, demands, liabilities, damages, losses, costs or expenses. For the avoidance of doubt, any failure on the part of the Lead Authority to comply

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

10. The Lead Authority may in pursuance of the arrangements established pursuant to this deed and section 120(4) of the Local Government Act 1972 acquire and dispose of land on behalf of the Participating Authorities.
11. Subject to **paragraph** 12 of this **Schedule 6**, no property belonging to the Lead Authority including staff and premises provided by the Lead Authority for the use of the BLASJC shall become part of the assets of the BLASJC and for the avoidance of doubt neither the BLASJC nor any of the Participating Authorities shall acquire or be entitled to claim or seek to enforce any rights as to possession or otherwise in respect of such premises and possession of such premises shall be delivered when required by the Lead Authority.
12. Without prejudice to any other assets of the BLASJC, the following agreements shall be treated as assets of the BLASJC:
 - 12.1 any lease entered into by the Lead Authority in its capacity as Lead Authority for the purpose of the provision of accommodation for the BLASJC; and
 - 12.2 contracts of employment of staff employed by the Lead Authority in its capacity as Lead Authority for the purpose of the provision of staff for the BLASJC.

Schedule 7

Memorandum of Participation in the Bus Lane Adjudication Service Joint Committee

MEMORANDUM OF PARTICIPATION

[Council]

RECITALS

- (A) By an order under the provisions of The Transport Act 2000 (the "**2000 Act**") [] Council has been designate as an "Approved Local Authority" for the purpose of section 144 of the Transport Act 2000.
- (B) The Bus Lane Contraventions (Penalty Charges Adjudications and Enforcement) (England) Regulations 2005 (the "**Regulations**") provide that the functions conferred on each Local Authority under regulation 11 of the Regulations shall be discharged by it through a joint committee set up in pursuance of arrangements entered into by it under section 101(5) of the Local Government Act 1972.
- (C) A number of Local Authorities have entered into a deed of arrangements for the establishment of a joint committee known as the Bus Lane Adjudication Service Joint Committee ("**BLASJC**").
- (D) It is expedient that other Local Authorities should have the opportunity of making similar arrangements to exercise their functions through the joint committee and the said deed of arrangements makes provision for such Local Authorities to join in the said arrangements by means of this memorandum.
- (E) The said Local Authority is desirous of entering into the same arrangements as govern the setting up of the BLASJC with those Local Authorities which are currently parties to the said arrangements and to that end wishes to become a party to those arrangements.
- (F) The said Local Authority is hereby acting in accordance with its own constitutional arrangements and under the provisions of section 101(5) of the Local Government Act 1972, section 20 of the Local Government Act 2000 and any regulations made thereunder.

IT IS AGREED AS FOLLOWS:

- 1. In the signing of this memorandum the [Council] (the "**Joining Local Authority**") shall become a party to the joint arrangements set out in the agreement forming **Schedule 1** to this memorandum as if the Joining Local Authority had been named as a party in the said deed of arrangements but subject only to the modifications contained in this memorandum.

- 2. By signing this memorandum the Joining Local Authority hereby agrees to be bound by the terms set out in the said deed of arrangements subject only to the following modifications:
 - 2.1 The agreement shall come into effect insofar as the Joining Local Authority is concerned only on the date the Joining Local Authority signs this memorandum.
 - 2.2 The Joining Local Authority shall be liable to contribute under clause 5.1 of the deed of arrangements and in accordance with the terms of contribution currently in effect at the date of joining which have been agreed by BLASJC which have been notified to the Joining Local Authority by the Lead Officer in the letter which forms **Schedule 2** to this memorandum.

Signed

Authorised Signatory

Name and Position (please print)

Dated.....

[Council Name]

[Council Address]

Schedule 1

BLASJC agreement

Schedule 2

Contribution letter

Schedule 8

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

Report separately

DATED 3rd December 2014

PARKING AND TRAFFIC REGULATIONS OUTSIDE
LONDON ADJUDICATION JOINT COMMITTEE

and

CHESHIRE EAST COUNCIL

and

BUS LANE ADJUDICATION SERVICE JOINT
COMMITTEE

SERVICE LEVEL AGREEMENT

relating to services to be provided to the Parking and
Traffic Regulations Outside London Adjudication Joint Committee
and the Bus Lane Adjudication Service Joint Committee



N A B A R R O

125 London Wall
London EC2Y 5AL

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SERVICE LEVEL AGREEMENT

DATE

PARTIES

- (1) PARKING AND TRAFFIC REGULATIONS OUTSIDE LONDON ADJUDICATION JOINT COMMITTEE of Springfield House, Water Lane, Wilmslow, Cheshire, SK9 5BG ("PATROLAJC");
- (2) BUS LANE ADJUDICATION SERVICE JOINT COMMITTEE of Springfield House, Water Lane, Wilmslow, Cheshire, SK9 5BG ("BLASJC"); and
- (3) CHESHIRE EAST COUNCIL of Westfields, Middlewich Road, Sandbach, CW11 1HZ (the "Lead Authority").

RECITALS

- (A) Local authorities who are enforcement authorities for the purposes of Part 6 of the Traffic Management Act 2004 (the "**2004 Act**") in relation to road traffic contraventions have entered into arrangements for the discharge of functions relating to adjudication and adjudicators conferred on them under section 81 of the 2004 Act and regulations made under the 2004 Act through a joint committee known as PATROLAJC by an agreement dated 3 December 2014 (the "**PATROLAJC Agreement**").
- (B) Local authorities who are approved local authorities for the purposes of section 144 of the Transport Act 2000 (the "**2000 Act**") in relation to bus lane contraventions have entered into arrangements for the discharge of functions relating to adjudication and adjudicators conferred on them under the 2000 Act and regulations made under the 2000 Act through a joint committee known as the Bus Lane Adjudication Service Joint Committee (the "**BLASJC**") by an agreement dated 3 December 2014 (the "**BLASJC Agreement**").
- (C) The functions of the PATROLAJC are as set out in Schedule 3 of the PATROLAJC Agreement and the functions of the BLASJC are as set out in Schedule 3 of the BLASJC Agreement.
- (D) Pursuant to the PATROLAJC Agreement, Cheshire East Council is with effect from 1 April 2013 appointed as the Lead Authority of the PATROLAJC to provide such goods and services as may from time to time be required and pursuant to the BLASJC Agreement, Cheshire East Council is with effect from 1 April 2013 appointed as the Lead Authority of the BLASJC to provide such goods and services as may from time to time be required.
- (E) The PATROLAJC wishes to receive goods and services from Cheshire East Council. The BLASJC wishes the PATROLAJC to procure goods and services from Cheshire East Council on its behalf as from time to time may be required. Cheshire East Council has agreed to provide goods and services to the PATROLAJC and the BLASJC in accordance with the PATROLAJC Agreement and the BLASJC Agreement.

- (F) This SLA is not intended to be legally binding. This SLA has been prepared by the parties in accordance with the provisions of paragraph 3 of Schedule 6 of the PATROLAJC Agreement and paragraph 3 of Schedule 6 of the BLASJC Agreement.

1. DEFINITIONS

For the purpose of this SLA, the following terms and expressions shall have the following meanings:

"Adjudicators"

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

"Advisory Board"

means the advisory board established pursuant to the PATROLAJC Standing Orders and/or the advisory board established pursuant to the BLASJC Standing Orders;

"BLASJC Standing Orders"

means the standing orders of the BLASJC provided for pursuant to the BLASJC Agreement.

"PATROLAJC Standing Orders"

means the standing orders of the PATROLAJC provided for pursuant to the PATROLAJC Agreement; and

"Delegations"

has the meaning set out in **clause 5.1**;

"Financial Regulations"

means the financial regulations provided for pursuant to the PATROLAJC Agreement and the financial regulations provided for pursuant to the BLASJC Agreement;

"Head of Service"

means the person appointed by the PATROLAJC as the head of service;

"Liaison Officer"

means an officer of the Lead Authority and the person appointed as the representative of the Lead Authority pursuant to **clause 3.2**;

"Memorandum of Understanding"

means the memorandum of understanding entered into between the Adjudicators and the PATROLAJC and the BLASJC dated 21 November 2012, as may be updated from time to time;

"PATROLAJC's Representative"

means the person appointed as the representative of the PATROLAJC pursuant to **clause 3.1**;

"SLA"

means this service level agreement.

2. TERM

This SLA will commence on 1 April 2013 and will expire on 31 March 2018, unless terminated earlier in accordance with **clause 11**. This SLA shall be reviewed on an annual basis in accordance with **clause 7**.

3. REPRESENTATIVES

- 3.1 PATROLAJC's representative for the purpose of this SLA shall be the Head of Service or such other person as may be notified from time to time to the Lead Authority.
- 3.2 The Lead Authority's representative for the purpose of this SLA shall be the Liaison Officer, for whom the name and contact details shall be notified from time to time to the PATROLAJC.
- 3.3 The PATROLAJC and the Lead Authority shall ensure that their respective representatives are authorised to take all necessary actions pursuant to this SLA.
- 3.4 The Lead Authority's representative for the purpose of this SLA shall be invited to the meetings of the PATROLAJC and to the meetings of the Advisory Board.

4. SERVICES

- 4.1 Without prejudice to the right of the PATROLAJC and the BLASJC from time to time to perform or procure any of the services otherwise than in accordance with this SLA, the Lead Authority will provide the services set out in **Schedule 1** as from time to time may be required by the PATROLAJC and/or the BLASJC in order to support Adjudicators on behalf of the PATROLAJC and the BLASJC and to enable the PATROLAJC and the BLASJC to fulfil its functions.
- 4.2 The Lead Authority acknowledges that the PATROLAJC, the BLASJC and the Adjudicators have entered into the Memorandum of Understanding and that the services provided by the Lead Authority are intended to reflect and strengthen these arrangements.

5. DELEGATION OF FUNCTIONS

- 5.1 The parties to this SLA shall work together, acting reasonably, to agree in writing the functions that shall be delegated by the Lead Authority to the Head of Service and the extent to which those functions shall be delegated (the "**Delegations**") before 31 March 2015.

- 5.2 Following the agreement in writing of the Delegations, the PATROLAJC and the BLASJC authorise the Lead Authority to delegate to the Head of Service in accordance with the Delegations.
- 5.3 From the date of this SLA until the Delegations are agreed in writing between the parties, the PATROLAJC and the BLASJC authorise the Lead Authority to delegate to the Head of Service in accordance with any current and approved scheme of delegation and any delegations arising from the Financial Regulations, unless otherwise agreed by the parties.

6. COSTS

- 6.1 Pursuant to the PATROLAJC Agreement and the BLASJC Agreement, the Lead Authority is entitled to reimbursement by the participating authorities of costs and expenses properly incurred by it in undertaking its role as Lead Authority.
- 6.2 The estimated cost of providing services pursuant to this SLA in the year from 1 April 2014 to 31 March 2015 is £52,750.00. A breakdown of such total estimated cost is set out in **Schedule 2**. The Lead Authority shall notify the PATROLAJC of the estimated cost of providing services pursuant to this SLA for subsequent years on or before 1 December in the preceding year.
- 6.3 The estimated cost of providing services pursuant to this SLA (as notified in accordance with **clause 6.2**) will be reviewed by the PATROLAJC's Representative and the Liaison Officer as follows:
- 6.3.1 every six months from 1 April 2014 to 31 March 2015; and
- 6.3.2 annually thereafter,
- and adjustments to the estimated cost will be agreed at those review meetings.
- 6.4 Costs payable pursuant to this **clause 7** shall be paid by the PATROLAJC (in respect of services provided to the PATROLAJC and to the BLASJC) to the Lead Authority within 30 days of receipt of an invoice from the Lead Authority to the PATROLAJC.
- 6.5 On or before 1 April in each year, the PATROLAJC and the Lead Authority will agree the frequency of submission of invoices and method of payment of costs for the coming year.
- 6.6 Payments of costs to the Lead Authority by the PATROLAJC is subject to audit of the services provided and costs incurred.

7. SERVICE REVIEWS AND SERVICE VARIATIONS

- 7.1 The PATROLAJC's Representative and the Liaison Officer (and such other representatives from the PATROLAJC, the BLASJC and the Lead Authority as they may invite) shall attend regular service review meetings at such frequency and times to be agreed between them to review the scope and nature of services provided pursuant to this SLA, the provision of service by the Lead Authority and working arrangements.
- 7.2 On or before 31 October in each year, the Lead Authority will provide to the PATROLAJC a report summarising the services provided in the previous year in a format to be agreed between the PATROLAJC's Representative and the Liaison Officer.

- 7.3 On or before 31 October in each year, the Lead Authority and the PATROLAJC will undertake an annual review of services to consider whether any variations are required to this SLA (including the services to be provided pursuant to it).
- 7.4 Any proposed variations to this SLA will be presented to the PATROLAJC in the January preceding the financial year to which the SLA applies and will be discussed between the PATROLAJC and the Lead Authority and, if agreed (both parties acting reasonably), implemented in accordance with **clause 9**.

8. DISPUTES

- 8.1 Any dispute relating to this SLA and/or the services provided by the Lead Authority pursuant to this SLA will be dealt with as swiftly as possible and initially between the PATROLAJC's Representative and the Liaison Officer.
- 8.2 If a dispute is not resolved satisfactorily between the PATROLAJC's Representative and the Liaison Officer within 14 days of receipt, it will be escalated to the chair of the Joint Committees' Advisory Board who will make recommendations to the PATROLAJC.

9. VARIATIONS

Any variations to this SLA can only be made with agreement of both the PATROLAJC and the Lead Authority and must be signed by both parties.

10. NOT USED

11. TERMINATION

- 11.1 This SLA will terminate on the earlier of:
 - 11.1.1 the date on which the resignation of the Lead Authority takes effect pursuant to the PATROLAJC Agreement; and
 - 11.1.2 the date specified in a notice issued by the PATROLAJC to the Lead Authority to terminate this SLA, provided that the PATROLAJC shall provide at least 6 months' notice of termination.

Signed for and on behalf of the PATROLAJC

✓
(Signature)

03/12/14
.....
(Date)

Signed for and on behalf of the BLASJC

✓
(Signature)

03/12/14
.....
(Date)

Signed for and on behalf of Cheshire East Council:

.....
(Signature)

3/12/14
.....
(Date)

Schedule 1

Services

	Service
1. LEGAL AND DEMOCRATIC	
1.1	Where required and instructed by the PATROLAJC negotiate and enter into lease(s) on behalf of the PATROLAJC and/or the BLASJC.
1.2	As required, provide legal advice on contract / procurement issues and employment tribunal proceedings.
1.3	On receipt of instructions from the Head of Service, issue engrossed Memorandums of Participation to local authorities who wish to join the PATROLAJC and/or the BLASJC.
1.4	Take minutes for up to four PATROLAJC meetings and up to four BLASJC meetings per annum and provide meeting administration as required.
1.5	Provide meeting administration services for meetings of up to four executive sub-committees of the PATROLAJC and of up to four executive sub-committees of the BLASJC.
1.6	Provide advice on the Freedom of Information Act 2000, the Environmental Information Regulations 2004, the Data Protection Act 1998, the Equality Act 2010 and such other legislation as may be relevant to the PATROLAJC and/or the BLASJC.
2. FINANCE	
2.1	Undertake the role of PATROLAJC Treasurer and the BLASJC Treasurer including but not limited to review:
2.1.1	final accounts prepared by the PATROLAJC Finance Team and the BLASJC Finance Team in June each year and sign the BDO Small Bodies External Audit Annual Return;
2.1.2	the Financial Regulations each year;
2.1.3	the Treasury Management statement each year,
	and to provide ad hoc financial advice where so instructed by the PATROLAJC.
2.2	As required, provide procurement advice.
2.3	As required, provide an internal audit service to provide assurance to BDO Small Bodies External Audit.
2.4	Advise on, provide and maintain appropriate insurance as agreed from time to time between the parties to the SLA.

	Service
3. HUMAN RESOURCES	
3.1	Where required, enter into contracts of employment on behalf of the PATROLAJC.
3.2	Provide ad hoc human resources advice and support where required.
3.3	Provide payroll services for salaried staff.
3.4	Provide access to the Lead Authority's IT systems as required by the PATROLAJC for HR purposes.
4. LIAISON OFFICER	
4.1	Identify an officer to act as the Liaison Officer.
4.2	The Liaison Officer will be invited to attend PATROLAJC meetings and meetings of the Advisory Board.
5. SPECIFIC PROJECT WORK	
5.1	Contribute to review of the PATROLAJC Scheme of Delegation and the BLASJC Scheme of Delegation.
5.2	Contribute to review of the PATROLAJC Standing Orders and the BLASJC Standing Orders.
5.3	Contribute to review of governance arrangements to support arm's length nature of the PATROLAJC, the BLASJC and Traffic Penalty Tribunal with a view to supporting business growth.
5.4	Such other projects as may be agreed between the Lead Authority and the PATROLAJC.

Schedule 2

Schedule of estimated charges for support services provided by the Lead Authority to PATROL for the year from 1 April 2014 to 31 March 2015

Support Service	(£)CHARGE
<p>HR Support</p> <p>7,650.00</p> <p>1) Ongoing / ad-hoc support on the following areas to be provided to the Head of Service and PATROL management team – primarily provided by telephone/email:</p> <ul style="list-style-type: none"> • Staffing Reductions, Redundancy and Redeployment • Restructuring, including telephone advice and guidance on reviewing organisational structures, design of jobs and job descriptions, job evaluation and gradings • Local advice on national issues • Pay Policies (advice as required) • Advice on Conditions of Service • Advice on Disciplinary, Capability (Performance) and Grievance cases • Dignity at Work (harassment/bullying) cases • Attendance Management • Ill Health Capability • Statutory transfers (TUPE) • Trade union networks. Links/support with trade union representatives at regional and local levels • Provision of model letters and documentation on casework and other HR issues and advice as required via the HR Intranet / toolkits. • Advice and Guidance on recruitment and retention • Interpretation of MCC & CEC policies, processes and practices • Advice on ACAS/CIPD best practice • OHU & EAP Services – linked to CEC Shared Services • Quarterly meeting with HR Business Partner to review resource/business plans. • Access to online training modules and corporate training delivery programme (inc 1 employment law update pa) • Up to 6 scheduled meetings on site with the Senior HR Officer p.a. <p>2) <u>Additional Payments (prices TBC):</u></p> <ul style="list-style-type: none"> • Job Analysis / Evaluation • Mediation • Investigations (appointing Investigating Officers) • Complex case management (disciplinary, grievance, dignity at work cases) • Direct restructuring support • Employment Tribunal claims/cases 	
<p>Audit Support</p> <p>£4,500.00</p> <p>As a minimum, CEC Internal Audit will undertake the necessary work required to complete the Small Bodies Annual Return (SMAR), plus an additional 5 days worth of non-allocated work to be used for consultancy and advice, and/or specific areas of work which may arise during the year, for example, via the SMAR work, External Audit, or at the request of the PATROL committees.</p> <p>An additional three year plan of audit/assurance work would be separate from the</p>	

above and would be subject to discussion with PATROL.	
<p>Democratic Services Support</p> <ul style="list-style-type: none"> On behalf of the Lead Officer act as Secretary to PATROL Committees Sub-committees and working groups, assuring that these bodies operate at maximum effectiveness. Assume up to 4 meetings per year half a day preparation full day travelling and attendance and half day follow up. Total of 10 hours per meeting. Production of Agendas and Minutes. Advertising of Meetings. Assist the Lead Officer in the development of modern technology enabled and efficient processes regarding the formal decision making structures of PATROL. 	£7,650.00
<p>Legal</p> <p>Charge for day-to-day Legal Services support to PATROL.</p> <p>Legal Services will also charge on an ad hoc basis for any contract/corporate and employment work, for example, advising on contract/procurement matters and employment tribunal proceeding.</p>	£7,650.00
<p>Finance</p> <p>Ongoing / ad-hoc support on the following areas to be provided to the Head of Service and PATROL management team – primarily provided by telephone/email:</p> <ul style="list-style-type: none"> Advice on Investment Strategy & General Banking Arrangements; Advice on Reserves Policy Statement Ad-hoc advice on general financial management <p>VAT Administration</p> <ul style="list-style-type: none"> Quarterly VAT claim VAT advice, and Resolution of issues <p>Insurance Charges covering the following:-</p> <ul style="list-style-type: none"> Employers' Liability Public Liability Officials Indemnity Fidelity Guarantee 	£7,650.00
<p>Strategic Commissioning – Hosting of PATROL</p> <p>Service charge for the Strategic Commissioning service hosting PATROL. The charge is based on support being provided by a combination of the following Officers:</p> <ul style="list-style-type: none"> George Broughton – Strategic Commissioning Manager; and The Strategic Commissioning Team. 	£7,650.00
TOTAL	£42,750.00

<p>In addition, a retainer of £10,000 is to be included to cover support and advice provided by the following services. This support/advice is expected to be on an ad-hoc basis:</p>	
<p>Support Service provided on ad-hoc basis:</p>	
<p>Assets</p>	<p>Support to be provided to PATROL on an ad-hoc basis.</p>
<p>FOI</p>	<p>PATROL to handle requests and would only be seeking advice from CEC on an ad hoc basis. Resource requirements expected to be no more than a couple of phone calls and the reviewing of a response letters a month, if not bi-monthly.</p>
<p>Procurement</p>	<p>Advice to be provided to PATROL on an ad-hoc basis.</p>
<p>IT Support</p>	<p>No routine service support to be provided. Technical support to be provided on an ad-hoc basis</p>
<p>Health & Safety Support</p>	<p>Support to be provided on an ad-hoc basis.</p>
<p>TOTAL CHARGE £52,750.00</p>	

The above charges relate to the Lead Authority's financial year 2014/15. Annual charges will increase in line with the December CPI figure.

APPENDIX 3

PATROL and BUS LANE ADJUDICATION SERVICE JOINT COMMITTEE

Delegation to Chief Adjudicator:-

1. With the consent of the Lord Chancellor, the making 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. With the consent of the Lord Chancellor, to extend these appointments to enable those Adjudicators to act within the areas of any Council which in future becomes party to the Joint Committee arrangements, as appropriate.
2. 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.
3. The determination of where Adjudicators shall sit.
4. To obtain such legal advice and representation necessarily required for the adjudicators to perform their functions and to arrange for defence of any legal proceedings arising from the exercise of those functions, including the instruction of Counsel.
5. 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.
6. Promotion of the Traffic Penalty Tribunal.

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APPENDIX 4 PATROL and BUS LANE ADJUDICATION SERVICE JOINT COMMITTEE

Delegations to the Director

Introduction

In this document the Director means the person appointed by PATROLAJC as their Director and the BLASJC as their Director, being Louise Hutchinson for the time being, and her successors

In this scheme of delegation the phrase “Joint Committees” means the Parking and Traffic Regulation Outside London Adjudication Joint Committee and Bus Lane Adjudication Service Joint Committee.

“Lead Authority” means Cheshire East Council.

Pursuant to Clause 5.1 of the Service Level Agreement dated 3 December 2014 between the Joint Committees and the Lead Authority, the Lead Authority and Joint Committees shall delegate certain functions to the Director. This Scheme of Delegation delegates those functions.

The Joint Committees and Lead Authority approve the following functions (the Approved Functions) being exercised by the Director subject to:

- a) Administrative procedures being in place to record and monitor decisions taken.
- b) There being an appropriate audit trail to evidence such decision
- c) Ensuring that decisions taken are within the limits of the budgets and policies approved by the Joint Committees unless there is a matter of urgency which has been consulted upon with the Chair, or in his or her absence the Vice Chair, of the Joint Committees which will be the subject of a report to the next meeting of the Joint Committee, Executive or Resources Sub Committee whichever takes place soonest. No such urgent action may incur any financial liability for the Lead Authority without the express agreement of that Authority.
- d) The preparation of Joint Committee reports being subject to consideration by the Joint Committees’ Officer Advisory Board unless urgent

Save to the extent that any of the Approved Functions are expressly reserved by the Lead Authority in this Scheme of Delegation, the Lead Authority is no longer obliged to carry out the Approved Functions.

1. General

- 1.1 To expedite all necessary arrangements for the support of the Adjudicators for the performance of their functions under Part 6 of the Traffic Management Act 2004 and the Transport Act 2000 and in accordance with the Memorandum of Understanding between the Adjudicators and the Joint Committees.
- 1.2 To carry out or arrange for the carrying out of any functions conferred on the Lead Officer by virtue of the Joint Committees' Standing Orders and Financial Regulations.
- 1.3 To make necessary arrangements for the administration of the Joint Committee and its Advisory Board including:
 - receiving notifications from Participating Authorities that the appointment of their representative has terminated and the identity of their replacement representative,
 - receiving notifications generally sent to the Lead Officer under the deeds under which the Joint Committees operate, namely the Parking and Traffic Regulation Outside London Adjudication Joint Committee deed and the Bus Lane Adjudication Service Joint Committee deed, both dated 3 December 2014 between the participating authorities to the Parking and Traffic Regulation Outside London Adjudication Joint Committee and Bus Lane Adjudication Service Joint Committee

2. Financial

Subject to compliance with the Joint Committee's Financial Regulations (Appendix 2)

- 2.1 To negotiate for the supply of goods, services, materials and equipment, subject to a limit of £250,000 per contract. Acceptance of other than the lowest tender, with the consent of the Joint Committee within than limit. Contracts above £250,000 may only be negotiated with formal consent from the Joint Committee.
- 2.2 To prepare reports to enable the Joint Committees to:
 - approve an annual budget by 31 January each,
 - to defray the expenses of the Joint Committee,
 - To monitor the budget

- Approve final accounts and
- Review internal and external audit recommendations.

- 2.3 Subject to the consent of the Joint Committees's Treasurer:
- a) To write off debts which are irrecoverable or losses due to burglaries, break-ins etc.
 - b) To write off or make adjustments in respect of deficiencies or surpluses of stock, equipment etc.
- 2.4 In consultation with the Chairman or Vice Chairman of the Joint Committees to authorize the withdrawal of funds from reserves to meet budgetary deficits or other requirements as approved by the Joint Committee.
- 2.5 To prepare, in consultation with the Joint Committees Treasurer a Reserves Policy and Treasury Management Policy for approval by the Joint Committees .
- 2.6 To review annually, in consultation with the Joint Committees Treasurer the Joint Committee's Financial Regulations.
- 2.7 To be responsible for Capital Investment bids for the refurbishment of property, changes in office layout, replacement of lifts, hearing, information technology and other equipment and plant.
- 2.8 Determination of ex-gratia claims for damage to, or loss of, personal property subject to the consent of the Joint Committees for claims in excess of £1,000.
- 2.9 Disposal of surplus or obsolete equipment, scrap etc (except vehicles) to the highest tenderer.

3. Land and Property

- 3.1 To identify property requirements to meet the needs of the Adjudicators and the staff of the Joint Committees.
- 3.2 To liaise with Property Services of the Lead Authority to negotiate Heads of Terms and the Lease for such property.
- 3.3 To arrange for the routine repair, maintenance and alteration of the offices. The Lead Authority as the Lease Holder will be consulted concerning any structural changes to the offices during the period of the lease and their prior agreement obtained unless the Joint Committees

provides an indemnity in a form approved by the Lead Authority's Head at Legal Services against any liability incurred as a result of the works.

- 3.4 To take all necessary measures to prevent vandalism of buildings belonging to or under the control of the Joint Committees.
- 3.5 To grant permission to elected members or officers of Participating Authorities or representatives of the Joint Committees to enter any land or buildings occupied by the Joint Committees to which the public do not have access or to which such members, officers and representatives do not regularly have access subject to such conditions, if any, as she or he considers appropriate

4. Miscellaneous

- 4.1 To control and coordinate press and media relations subject to the agreement of the Chair and Vice Chair of the Joint Committee and with the agreement of the Lead Authority Communications Manager when such press and media relations relates to the Lead Authority.

5. Human Resources

Insofar as the following delegations derive from the Lead Authority they may only be exercised to the extent that they have no adverse budgetary implications for that Authority. Also these delegations are subject to paragraph 5.19 below.

- 5.1 To take necessary steps (including advertising, job evaluation etc) to fill posts and where this departs from Cheshire East Council's standard policies and procedures, to raise this matter with the council and the Joint Committee or its Executive or Resources Sub Committee to identify an agreed way forward.
- 5.2 To fill vacant posts within approved establishments except Adjudicator posts.
- 5.3 To determine applications for paid and unpaid maternity/paternity leave
- 5.4 To determine casual or essential car users allowance to officers
- 5.5 To determine the payment of removal expenses, lodging allowances or travelling allowances but in consultation with the Chairman of Vice Chairman of the Joint Committees where such payments fall outside the Joint Committees agreed policy.

- 5.6 To determine proposals to attend training courses except where absence is required for more than 10 days or where Joint Committees expenditure involved is in excess of £6,000, in which cases subject to consultation with the Chairman or Vice Chairman of the Joint Committees.
- 5.7 To assign temporary posts which are for a period of not exceeding 12 months.
- 5.8 To grant acceleration of increments for any staff within their substantive grade for merit and ability.
- 5.9 To determine paid and unpaid special leave.
- 5.10 Subject to the agreement of the Joint Committees to assign additional posts at grades up to and including Grade PO 6 or equivalent in categories of posts where there is already an agreed job description and a grade fixed for the post.
- 5.11 To determine requests or recommendations for honoraria (subject to reporting every honoraria payment made to the Joint Committees), gratuities and responsibilities allowances, except those relating to the Director.
- 5.12 To determine applications for paid and unpaid leave – to include the following:
 - a) For trade union training
 - b) For health and safety training
 - c) For paid leave for an employee to discharge his/her duties of office of President of a Trade Union
 - d) For personal or domestic reasons
 - e) For maternity or paternity leave
 - f) For the use of part or frozen leave entitlement where there are urgent personal or domestic reasons for needing additional paid leave.
- 5.13 Where appropriate, the determination of extensions of payments to employees in relation to sickness.
- 5.14 Determination of extensions of service except that of first and second tier officers.
- 5.15 Determination of planned overtime for officers
- 5.16 Determination of applications for early retirement in consultation with the Lead Authority's Head of Personnel and the Joint Committees and with

the prior agreement of the Lead Authority unless the Joint Committees provides an indemnity in a form approved by the Lead Authority's Head at Legal Services against any liability incurred by the Lead Authority as a result of the decision.

- 5.17 To discipline, suspend and/or dismiss staff
- 5.18 Authority to assimilate staff on appointment, promotion or regarding where s/he thinks appropriate within the approved grade having regard to all circumstances.
- 5.19 The Director may not exercise any of the powers in this paragraph 5 if to do so would confer a benefit on the Director.

6. Support to the Joint Committee and Advisory Board

- 6.1 To convene meetings of the Advisory Board and keep the attendance record of such meetings in accordance with the Terms of Reference agreed by the Joint Committees.
- 6.2 To convene meetings and arrange for the preparation of agendas and reports, sending out of the same and giving notice of the meeting of the Joint Committees and any Executive Sub Committees, Sub Groups or Working Groups including:
 - Receiving requisitions for meetings
 - Receiving notices of items for agendas from Participating Authorities
 - Receiving notifications from deputations
 - Cancelling or postponing any meeting in consultation with the chairman prior to the issue of the agenda or subsequently if there is no business to be transacted or in other exceptional circumstances
 - Receiving notification of a Participating Authority's substitute for a meeting
 - Arranging for the minutes of the meeting to be taken

[Note: for the avoidance of any doubt the Lead Officer will also be able to convene meetings of the Joint Committees]
- 6.3 To deal with urgent business of Joint Committees after consulting the Chairman or Vice Chairman.
- 6.4 Record declarations and matters of interest of Joint Committees Members and Officers.
- 6.5 (a) To arrange for the giving of advice and support to the Joint Committees in legal matters. Where external advice is sought which will also affect the Lead Authority written instructions will be provided to the

lawyers and those instructions will be agreed with the Head of Legal Services of the Lead Authority.

(b) Where there is a potential conflict of interests or it is otherwise appropriate the Joint Committees and the Lead Authority may wish to seek their own legal advice in which case the Director will arrange for the giving of advice and support to the Joint Committees and the Head of Legal Services of the Lead Authority will arrange for the giving of advice and support to the Lead Authority.

- 6.6 In agreement with the Head of Legal Services, where it will affect the Lead Authority, to defend all claims made against the Joint Committees and take preliminary steps to protect the rights and interests of the Joint Committees.
- 6.7 To hold documents and provide or refuse access to Joint Committees documents and information in accordance with the provisions of law including carrying out the function of the proper officer under section 100F(2) Local Government Act 1972. For the avoidance of doubt, this does not include documents held by the Traffic Penalty Tribunal in pursuance of the Adjudicators' procedural regulations.
- 6.8 To instruct the Lead Authority to prepare Memorandums of Participation to enable councils undertaking civil parking or bus lane enforcement to join the respective Joint Committees.
- 6.9 Receiving notifications from Participating Authorities that they wish to withdraw from participation in the arrangements of the Joint Committees

7. **Legal**

- 7.1 To prepare and arrange for the entering into of contracts and the execution of documents on behalf of the Joint Committees where the total value of the goods and services does not exceed the amount of the EU threshold and where there is no requirement for the contract to be sealed.
- 7.2 In consultation with the Head of Legal Services, where appropriate, to arrange for the assignment of a contract or the approval of the appointment of a sub-contractor.

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Appendix 5

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

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MEMORANDUM OF UNDERSTANDING

1. Introduction

This Memorandum of Understanding (MOU) is between:

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

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

The purpose of this MOU is to clarify the relationship between the adjudicators and the joint committees and promote mutual understanding of the duties and obligations to preserve judicial independence.

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

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

2. Shared Aims

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

3 Overriding Principles

3.1 The overriding principle of this memorandum is that the adjudicators are independent judicial office holders exercising a judicial function.

3.2 The adjudicators are not employees of the Joint Committees. Together they constitute the independent and impartial tribunal for the determination of appeals made to them, as required by Article 6 of the European Convention on Human Rights. The adjudicators and their administrative staff are, for convenience, described collectively as the Traffic Penalty Tribunal.

- 3.3 Neither the Chief Adjudicator (see paragraph 5 below) nor any other adjudicator is answerable to the Joint Committees in any way as regards the performance of their judicial functions.
- 3.4 The Joint Committees has no remit to consider or influence decisions of adjudicators and the function of the adjudication service as an independent tribunal.

4. The Statutory Framework

- 4.1 The relationship between the adjudicators and the joint committees is derived from and governed by the Traffic Management Act 2004 (TMA) and Transport Act 2000 (TA) and the regulations made under those two Acts which:
- a) establish the office of adjudicator for parking, bus lane, moving traffic and road user charging appeals.
 - b) prescribes the roles and responsibilities of the adjudicators and the Joint Committees
- 4.2 PATROL has been established to enable councils undertaking civil parking enforcement in England and Wales and civil bus lane and moving traffic enforcement in Wales to exercise their functions under:
- a) section 81 of the Traffic Management Act 2004 (TMA) and Regulations 17 and 18 of The Civil Enforcement of Parking Contraventions (England) General Regulations 2007 (the English General Regulations);
b) section 81 of the TMA and Regulations 16 and 17 of the Civil Enforcement of Road Traffic Contraventions (General Provisions) Wales Regulations 2013 (the Welsh General Provisions Regulations);
 - c) Regulations 12 and 13 of The Road User Charging Schemes (Penalty Charges, Adjudication and Enforcement) (England) Regulations 2013 (the Road User Charging Regulations).

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

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

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

- 4.4 The functions of PATROL and BLASJC are:

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

- a) With consent of the Lord Chancellor, appoint and reappoint adjudicators
 - b) Remove adjudicators from office with the agreement of the Lord Chancellor and Lord Chief Justice
 - c) Determine the place at which adjudicators are to sit
- The Joint Committees have formally delegated the above functions to the Chief Adjudicator (see Section 5 below).

The Joint Committees' functions also include:

- Providing or making arrangements for accommodation, administrative staff (and facilities) for the adjudicators
- Defraying expenses incurred in the adjudicators performing their function.
- Appointing persons to fulfill the function of the proper officer under the relevant regulations.

- 4.5 The Regulations also provide that:

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

5. Chief Adjudicator

5.1 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 A and B and shall include all aspects of judicial leadership and management including the following functions that the Joint Committee have delegated to the Chief Adjudicator:
 - i) With the consent of the Lord Chancellor, the making of and reappointment of the part-time Adjudicator appointments, for a period not exceeding 5 years. Such appointments to be sufficient to meet the needs of the service, as appropriate.
 - ii) The determination of the terms and conditions applying to Adjudicators having regard to principles established for such judicial appointments and conduct by the Lord Chief Justice and Lord Chancellor.
 - iii) The determination of where Adjudicators shall sit.

It is also for the Chief Adjudicator:

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

5. Like all adjudicators, both the Chief Adjudicator and Deputy Chief Adjudicator enjoy judicial independence.

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

7. Judicial Leadership, Management and Discipline Functions

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

8. Removal of Adjudicators

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

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

9. Appeals and Judicial Matters

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

9.2 Judicial matters are entirely the responsibility of the Chief Adjudicator 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.
- (e) Manage the Service Level Agreement with the Lead Authority on behalf of the Joint Committees.

11. Accommodation, administrative staff and facilities

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

fulfill the duties of the "Proper Officer" for the purposes of those regulations. It is anticipated that the Joint Committees will consult with the Chief Adjudicator on the appointment of the Proper Officer.

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

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

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

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

- 11.11 There is an expectation that tribunal HR policies should be formulated in consultation with the Lead Authority but there is not an expectation that the policies of the Lead Authority will automatically be adopted. Policies need to be fit for purpose for a national tribunal, with particular regard to Wales, and its procedural regulation **2.0 Defraying the expenses of the Tribunal**

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

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

13. Advisory Board

- 13.1 The Joint Committees' Standing Orders provide for the Joint Committees to establish and appoint an Advisory Board comprising such officers and persons appointed by the Joint Committees to advise them on their functions .
- 13.2 The purpose of the Advisory Board is to assist and advise the Joint Committees on the overall policies and strategies for administering the adjudication service and on their responsibilities under the TMA, the English General Regulations, the Welsh General Provisions Regulations, the Bus Lane Regulations and the Road User Charging Regulations.
- 13.3 The Advisory Board has no remit to consider or influence decisions of adjudicators and the function of the adjudication service as an Independent Tribunal.
- 13.4 The diversity of membership of the Advisory Board including judicial expertise and consumer representation strengthens the scrutiny function it performs which is of mutual benefit to the Adjudicators, the Joint Committees and Lead Authority.

14.0 Lead/Host Authority

- 14.1 The Joint Committees are not made body corporate by statute however the Joint Committees are entities recognized in law as ones distinct from their members. The Joint Committees themselves may enter into contracts and also commissions services as required from time to time from one of its member councils referred to as the Host or Lead Authority.
- 14.2 The expectation is that the relationship between the Lead Authority and both the Joint Committees and the tribunal will replicate that of an arm's length body, with the Lead Authority providing services and advice as required.

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

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

15. Review Mechanism

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

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

APPENDIX A

CHIEF ADJUDICATOR ROLE

Introduction

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

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

15. On behalf of the Adjudicators, and in fulfillment of their obligation to the Joint Committees to report annually, author and present an annual report to the Joint Committees on the discharge by the Adjudicators of their functions with a view to its subsequent publication to the Secretary of State.
16. Keep the Joint Committees informed of all legal matters affective implementation and maintenance of the adjudication system.

Appendix B

Deputy Chief Adjudicator

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.

APPENDIX B

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

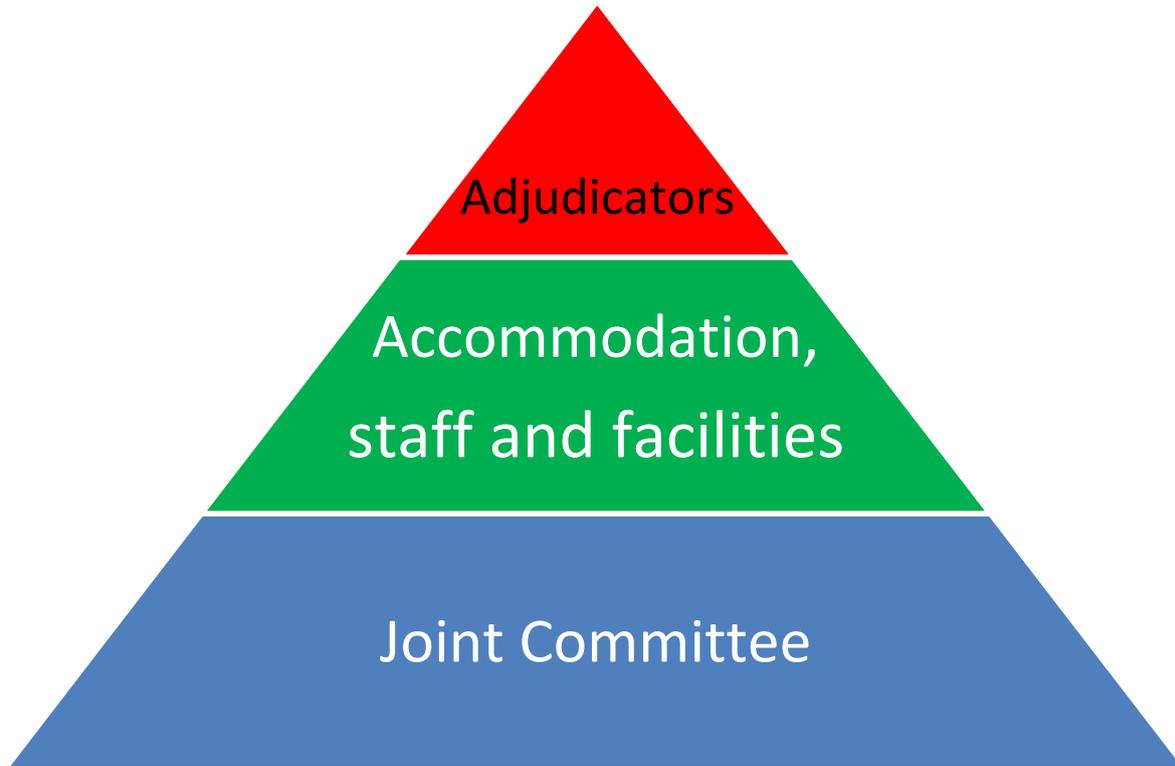


Fig 1. Provision of Services to Adjudicators



Fig 2. Governance Structure



Fig 3. Overview of Joint Committee Relationships

PATROL AND BUS LANE ADJUDICATION SERVICE JOINT COMMITTEE

Date of Meeting: 12th July 2016
Report of: The Director on behalf of the Advisory Board
Subject/Title: General Progress Report

1.0 Report Summary

- 1.1 To update the Joint Committee on the management of appeals including the roll out of the online appeal system to local authorities.

2.0 Recommendation

- 2.1 To note the information about the introduction of online appeal management and progress on roll out of the new system set out within the report (Appendix 1).
- 2.2 To note the information about appeals activity (Appendix 2 to be issued separately)
- 2.3 To note the intention to ask the Joint Committee at its meeting in July 2017 to approve a performance framework which reflects the nature of online working once this has been made available to all local authorities and all appeals are managed within a single case management system.

3.0 Reasons for Recommendations

- 3.1 To update the Joint Committee

4.0 Financial Implications

- 4.1 The Joint Committee has approved a technology reserve for 2016/17 to promote the continued development of the online appeal management system.

5.0 Legal Implications

- 5.1 None

6.0 Risk Management

- 6.1 The online system is scalable to meet demand for increased appeals or new jurisdictions.

7.0 Background and Options

- 7.1 The Traffic Penalty Tribunal has, since inception, in 1999 maximised the potential of technology to increase the accessibility and efficiency of its appeal process. In 2014 utilising funding from the Joint Committee's Technology Reserve, the tribunal, introduced a prototype web based online appeal system. The system was developed in conjunction with a small group of councils who became known as the Pathfinder councils. We are grateful to this group for their assistance in developing the tribunal's digital approach. Recognising the importance of liaison with the respondent authorities, a new role of Authority Engagement Manager was created to support the roll out of the system to local authorities.
- 7.2 Following the development and evaluation of a proto-type, a new system, FOAM (Fast Online Appeal Management), has been developed for appellants, authorities, adjudicators and administrators. The aim is to provide the appellant with a simple and speedy resolution, provide authorities with a streamlined process and increased reporting capability, and enable adjudicators to upload their decisions which can be viewed online. Whilst most of the development has been bespoke to the tribunal, there will be opportunities for using relevant third party software where this is relevant and cost effective, thus saving time and expense.
- 7.3 The principles behind FOAM are accessibility; proportionality; transparency; velocity and finality. This has been achieved through a combination of a review of the tribunal's process further enhanced by the functionality of the system which is focused on optimising the user experience and underpinned by a review of how the tribunal communicates with appellants and authorities.
- Appeals are submitted online with instantaneous notification to authority
 - Evidence including photos, audio and video files, is submitted online by both parties who may view and comment on each other's evidence
 - Authorities may not contest or the appellant withdraw at any point
 - Authorities have a dashboard to manage and follow cases
 - Instant messaging promotes a more inquisitorial approach
 - The point at which the appellant requests a hearing is deferred to the point at which all parties have reviewed the evidence.
 - Parties receive email and text prompts and directions
 - Authority and tribunal can see when appellant has read the decision.
 - A web URL is available for direct payment where an appellant has lost their case.
- 7.4 The system simplifies the appeal process for local authorities as it removes the requirement to issue a paper appeal form with the Notice of Rejection of Representations. Instead a Traffic Penalty Tribunal text box is included in the notice which includes a personal identification code and URL link to the online appeal system.

- 7.5 Feedback from appellants suggests that they are finding the system intuitive and are supported with email prompts to track the progress of their case.
- 7.6 For those appellants not wishing to use the on-line system, the TPT text box on the Notice of Rejection includes a telephone helpline to request a paper form. Experience to date points to 10% of appellants requesting a form. Tribunal customer service staff contact the appellant to offer support to go on line. Where paper forms are posted, these are tracked by our team with additional support provided where required. The staff then upload the paper form into the system so that the authority can respond online but with the requirement to post any documentation to the off-line appellant. For these appellants, letters rather than emails are produced by the system to inform the appellant on the progress of their case. The removal of paper appeals and the overall automation of the case management process, reducing data entry and scanning requirements, has enabled administrators to focus on supporting customers both appellants and respondent authorities.
- 7.7 The Traffic Penalty Tribunal commissioned Birmingham University to undertake research with motorists who had used the online system as well as those who had decided not to appeal after receiving a Notice of Rejection from one of the pathfinder councils and the results of this research are reported separately.
- 7.8 The new system has had a significant impact on authorities and the tribunal alike:
- Savings in time and resources for local authorities who are now able to manage their cases on a dashboard with access to reporting facilities.
 - Local authorities are reporting savings on the need to commission, print and post five letters per case together with savings in the time taken to compile evidence packs (estimated to have reduced from 2.5 hours to 30 minutes per case). The total estimated saving per case for authorities is estimated to be in the region of £160 per case.
 - Transfer of skills from administration to customer service at the tribunal
 - Enabled the tribunal to manage an increase in appeals without increasing expenditure.
- 7.9 The introduction of new technology was supported by a review of business processes enabling appellants to consider whether they wish to request a hearing at the point at which they have seen the authority's evidence. The figures below compare the way in which cases are decided between 2014/15 and 2015/16. This is contributing to the increased velocity.

Type	2014/15	2015/16
E Decision	68%	79%
Telephone Hearing	20%	12%
Face to Face Hearing	12%	9%

- 7.10 Development continues on the system to include the ability to handle witness statements, reviews and costs and increased reporting functionality.
- 7.11 An accelerated roll out programme is underway to local authorities coordinated by the Local Authority Engagement Manager delivering training workshops around the country. Appendix 1 provides a summary of local authorities already using FOAM and the forthcoming roll out plan.
- 7.12 The tribunal's approach to case management and the supporting technology behind it is being heralded as an exemplar by Her Majesty's Courts and Tribunals Service and has been highlighted in a recent report by Justice "What is a Court." The Chief Adjudicator was a member of the Justice Working Party.

Appendix 1:

Authority Name	Onboarding Status	FOAM LIVE	Start date on FOAM	
Brighton and Hove City Council	LIVE	Y	14/03/2016	
Bath & North East Somerset Council	LIVE	Y	30/03/2016	
Bristol City Council	LIVE	Y	30/03/2016	
Bristol City Council (OB)	LIVE	Y	30/03/2016	
Royal Borough of Windsor and Maidenhead	LIVE	Y	25/04/2016	
Cornwall Council	LIVE	Y	27/04/2016	
Luton Borough Council	LIVE	Y	27/04/2016	
Oxfordshire County Council	LIVE	Y	27/04/2016	
Plymouth City Council	LIVE	Y	27/04/2016	
Bournemouth Borough Council	LIVE	Y	06/05/2016	
Dover District Council	LIVE	Y	06/05/2016	
Sandwell M B C	LIVE	Y	06/05/2016	
Thanet District Council	LIVE	Y	06/05/2016	
Kent County Council (with Ashford Borough Council)	LIVE	Y	06/05/2016	
Manchester City Council	LIVE	Y	11/05/2016	
Cheshire West and Chester Council	LIVE	Y	18/05/2016	
County Durham Council	LIVE	Y	18/05/2016	
Leeds City Council	LIVE	Y	25/05/2016	
Coventry City Council	LIVE	y	13/06/2016	
Walsall Metropolitan Borough Council	LIVE	y	13/06/2016	
City of Bradford Metropolitan District Council	LIVE	Y	04/07/2016	
Liverpool City Council	LIVE	Y	04/07/2016	
Sheffield City Council	LIVE	Y	04/07/2016	
Wakefield Council	LIVE	Y	04/07/2016	29.9%
Birmingham City Council	Trained		11/07/2016	
Nottingham City Council	trained		11/07/2016	
Bury Metropolitan Borough Council	workshop		20/07/2016	
Cheshire East Council	workshop		20/07/2016	
Warrington Borough Council	Workshop		20/07/2016	
East Sussex County Council (Eastbourne)	trained		27/07/2016	
East Sussex County Council (Hastings)	trained		27/07/2016	
East Sussex County Council (Lewes)	trained		27/07/2016	
Portsmouth City Council	trained		27/07/2016	
Reading Borough Council	trained		27/07/2016	
Runnymede Borough Council	trained		27/07/2016	43.5%
City of York	workshop		03/08/2016	
Harrogate Borough Council	workshop		03/08/2016	
Kingston upon Hull City Council	workshop		03/08/2016	

Cumbria County Council (Allerdale)	workshop	10/08/2016
Cumbria County Council (Barrow)	workshop	10/08/2016
Cumbria County Council (Carlisle)	workshop	10/08/2016
Cumbria County Council (Copeland)	workshop	10/08/2016
Cumbria County Council (Eden)	workshop	10/08/2016
Newcastle City Council	workshop	10/08/2016
North Tyneside Council	workshop	10/08/2016
Stockton on Tees	workshop	10/08/2016
Southampton City Council	workshop	17/08/2016
Southend On Sea Borough Council	workshop	17/08/2016
Weymouth and Portland Borough Council	workshop	17/08/2016
Burnley Borough Council	workshop	31/08/2016
Chorley Borough Council	workshop	31/08/2016
Fylde Borough Council	workshop	31/08/2016
Hyndburn Borough Council	workshop	31/08/2016
Lancashire County Council	workshop	31/08/2016
Lancaster City Council	workshop	31/08/2016
Pendle Borough Council	workshop	31/08/2016
Preston City Council	workshop	31/08/2016
Ribble Valley Borough Council	workshop	31/08/2016
South Ribble Borough Council	workshop	31/08/2016
West Lancashire Borough Council	workshop	31/08/2016
Wyre Borough Council	workshop	31/08/2016

50.6%