

# Bus Lane Adjudication Service Joint Committee

## Agenda

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**Date:** Tuesday 25th June 2013  
**Time:** 12.30 pm or on the rise of the PATROL Adjudication Joint Committee  
**Venue:** Warwickshire County Cricket Club, The County Ground, Edgbaston, Birmingham, B5 7QU

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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 21 November 2012** (Pages 1 - 4)

To approve the minutes of the Bus Lane Adjudication Service Joint Committee held 21 November 2012

5. **Notes of the meeting held 29 January 2013** (Pages 5 - 6)

To approve the note of the meeting held 29 January 2013 and the decisions taken

6. **Review of Governance Documentation** (Pages 7 - 66)

To approve governance documentation

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Bus Lane Adjudication Service Joint Committee  
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**E-Mail:** lhutchinson@patrol-uk.info

7. **Appointments to the Advisory Board** (Pages 67 - 72)

To approve appointments to the Advisory Board for the period until the meeting of the Joint Committee in June 2014

8. **Report of the Traffic Penalty Tribunal Adjudicators** (Pages 73 - 74)

To note the report of the Traffic Penalty Tribunal Adjudicators

9. **General Progress and Service Standards** (Pages 75 - 78)

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

10. **Risk Management and Business Continuity** (Pages 79 - 98)

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

11. **Bus Lane Adjudication Service Joint Committee Financial Regulations and Procurement** (Pages 99 - 108)

To approve amendments to the Joint Committee's Financial Regulations and receive a report on procurement falling outside those regulations

12. **Draft Annual Return 2012/13** (Pages 109 - 128)

To approve the draft Annual Return of the Joint Committee for 2012/13

13. **Date of Next Meeting**

**Minutes of a meeting of the Bus Lane Adjudication Service Joint Committee held on 21 November 2012 at the St Alban's Centre, Leigh Place, Baldwins Gardens, Holborn, London EC1N 7AB**

**Present:**

Councillor Phrynette Dickens – Hampshire County Council  
Councillor Tony Page – Reading Borough Council  
Councillor Jamie Macrae, Cheshire East Council  
Councillor Kerr, South Tyneside Council  
Councillor D Taylor, Luton Borough Council

**Also Present:**

John Satchwell, Chair, Advisory Board  
Graham Addicott OBE, Vice Chair, Advisory Board  
Louise Hutchinson, Head of Service, PATROL  
Caroline Sheppard – Traffic Penalty Tribunal  
Chris Shepherd for PATROL Secretary  
Andrew Barfoot – Traffic Penalty Tribunal  
Miles Wallace – PATROL  
Kelly Cornell – PATROL  
Kevin Melling – Cheshire East Council  
Paul Jones, Cheshire East Council

**BLAS/12/36 Minutes of the Bus Lane Adjudication Service Joint Committee**

**Decision**

To approve the minutes of the Bus Lane Adjudication Service Joint Committee held on 25 September 2012.

**BLAS/12/37 Tribunal General Progress and Service Standards**

A report was submitted which detailed progress in respect of the take up of civil parking enforcement powers by Councils in England (outside London) and Wales and information in relation to general progress and service standards.

The Head of Service and Regional Adjudicator responded to questions on the report.

**Decision**

1. To note the information provided in the report in respect of the current take up of civil enforcement of parking powers.
2. To note the information in relation to appeals activity.
3. To note the information in relation to service standards.

**BLAS/12/38 Department for Transport Consultation on Road User Charging Enforcement Regulations**

A report informing the Joint Committee on the consultation on Road User Charging Enforcement Regulations was submitted.

**Decision**

To note the consultation on Road User Charging Enforcement Regulations.

**BLAS/12/39 External Audit Report 2011/12**

A report was submitted which presented the findings of the external audit for 2011/12.

**Decision**

To note the findings of the external audit for 2011/12.

**BLAS/12/40 Budget Monitoring Report**

A report which presented the expenditure monitoring information in respect of the Revenue Account for year 2012/13 was submitted.

**Decision**

1. To note the income and expenditure position at 30 September 2012.
2. To note a further report will be presented to the January 2013 meeting.

**BLAS/12/41 Memorandum of understanding between the Adjudicators and the Joint Committees**

A report was submitted which presented the Memorandum of Understanding between the Adjudicators and the Joint Committee for approval.

**Decision**

1. To approve the Memorandum of Understanding between the Adjudicators and the Joint Committee.
2. To agree that the Memorandum of Understanding will be a core governance document for the Joint Committee which will inform the Joint Committee's Schemes of Delegations and the Service Level Agreement with the Lead/Host Authority.
3. To agree to review the Memorandum of Understanding at the Joint Committee's annual meeting each year.

## **BLAS/12/42 Appointment of Cheshire East Council as the new Lead Authority**

A report concerning the transfer of Lead Authority function on behalf of the Joint Committee was submitted for consideration.

### **Decision**

1. To agree, In accordance with the Bus Lane Adjudication Service Joint Committee (BLASJC) Agreement to appoint Cheshire East Council as Lead Authority (to be known for day to day purposes as the Host Authority) to the Joint Committee with effect from 1st April 2013 for a period of five years to 31 March 2018. The commencement date will be preceded by a phased transition to enable premises to be commissioned by 31 March 2013
2. To agree to new Terms of Appointment of the Lead Authority being negotiated between the Joint Committee and the Lead Authority in accordance with the Agreement, such new Terms of Appointment to be in the form of a Service Level Agreement between the Joint Committee and the Lead Authority to be presented for approval to the BLASJC meeting in January 2013.
3. To agree that the Service Level Agreement will be informed by the Memorandum of Understanding between the Adjudicators and the Joint Committee, with both documents being reviewed annually.
4. To request the Chief Executive of Cheshire East Council to nominate the Head of Service to undertake the role of Lead Officer in accordance with the BLASJC Agreement and a Scheme of Delegation from the Joint Committee.
5. To agree that a Scheme of Delegated Functions will be presented to the June 2013 meeting of the Bus Lane Adjudication Service Joint Committee for approval.
6. To agree that the Joint Committee will reimburse Cheshire East Council for all services provided to the Joint Committee in accordance with the provisions of the BLASJC Agreement.
7. To agree that the Section 151 Officer of Cheshire East Council be appointed the Joint Committee's Treasurer and will be consulted in the review of the Joint Committee's Reserves and Treasury Management policies scheduled for January 2013 and Financial Regulations in June 2013.
8. To note that the auditors appointed by the Audit Commission are retained following the transfer to Cheshire East Council.

9. To approve the TUPE transfer of staff to Cheshire East Council anticipated to take place on 1st April 2013 and meet the additional travel costs incurred by employees over a period of four years.
10. To request Cheshire East Council to enter into a lease for five years on behalf of the Joint Committee at the earliest opportunity (preferably before 15th January 2013) with a view to premises being operational by end of March 2013.
11. To request Cheshire East Council to assist the Joint Committee in identifying governance arrangements which continue to promote the independence of the Adjudicators, support the arms length nature of the Joint Committee and facilitate future growth.
12. To record the committee's thanks to Manchester City Council and Cheshire East Council for their assistance in effecting this transfer.

### **BLAS/12/43 Terms and conditions – part time Adjudicators**

A report was submitted which advised the Committee of a revision of the terms and conditions of the part time adjudicator ahead of the impending recruitment exercise.

### **Decision**

To approve the review of terms and conditions for part time adjudicators with the minor amendments highlighted by the Chief Adjudicator.

### **BLAS/12/44 Date of next meeting**

Tuesday 29 January 2013

Tuesday 25 June 2013

**STANDING ORDER NO. 16  
URGENT DECISION**

<b>CONTACT OFFICER</b>	Paul Jones
<b>TELEPHONE</b>	01270 586458

<b>DATE</b>	7 <sup>th</sup> February 2013
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Under Standing Order 16 of the Bus Lane Adjudication Service Joint Committee Agreement (,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 should consult the BLASJC's Chairman. If the Chairman agrees the matter is urgent, the Lead Officer is 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. All decision taken under this Standing Order shall be reported to the next meeting of the BLASJC.

The need has arisen for an urgent decision in respect of:-

1. the requirement to review the risk register as at 29th January;
2. the requirement to establish the revenue budget 2013/14;
3. the requirement to establish the basis for defraying the expenses of the Joint Committee in 2013/14

**The reasons for urgency are as follows:**

The Bus Lane Adjudication Service Joint Committee (BLASJC) was not quorate at its last meeting. In order to ensure that these matters are expedited for audit and business planning purposes Standing Order 16 is being used.

**The following members have been notified and invited to make representations:-**

- (1) Councillor Dickens (Chairman of Bus Lane Adjudication Service Joint Committee )

**The following Officers have advised on this matter:**

Paul Jones (Secretary to Bus Lane Adjudication Service Joint Committee)

**I now therefore confirm that I will take the following action after consultation with:  
Councillor Dickens**

1. To note the review the risk register as at 29th January;
2. To approve and establish the revenue budget 2013/14;
3. To approve and establish the basis for defraying the expenses of the Joint Committee in 2013/14

Signed:  
Lead Officer

Signed:  
Chairman.

Date:

Date:

**(A copy of the document will be made available to all Members of the Committee)**

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

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**Date of Meeting:** 25<sup>th</sup> June 2013  
**Report of:** The Lead Officer on behalf of the Advisory Board  
**Subject/Title:** Review of Governance Documentation

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### **1.0 Report Summary**

1.1 This report presents Bus Lane Adjudication Service Joint Committee (BLASJC) governance documentation for review and proposes arrangements for establishing a non-binding service level agreement between the PATROL Adjudication Joint Committee (PATROLAJC) and the Lead Authority.

### **2.0 Recommendation**

2.1 That the Joint Committee:

- (i) Approves the revised BLASJC agreement subject to obtaining written consent from 75% of the Participating Authorities.
- (ii) Requests that the PATROLAJC enters into on behalf of the BLASJC, a non-binding service level agreement.
- (iii) Adopts the Scheme of Delegation
- (iv) Notes the cycle and location of meetings for 2013/14

### **3.0 Reasons for Recommendations**

3.1 To fulfil the governance requirements of the Joint Committee.

### **4.0 Financial Implications**

4.1 None at this stage

### **5.0 Legal Implications**

5.1 Advice has been sought.

### **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 Regulations made under Part 6 of the 2004 Act provide that the functions relating to adjudication and adjudicators conferred on Local Authorities under section 81 of the 2004 Act and regulations made under the 2004 Act shall be discharged by them through a joint committee set up under sections 101(5) and 102(1)(b) of the Local Government Act 1972 in respect of the exercise of non-executive functions and under sections 9EA and 9EB of the Local Government Act 2000 in respect of the exercise of functions which under executive arrangements are the responsibility of the executive of such Local Authorities.
- 7.2 The PATROL Adjudication Joint Committee agreement including Schedule 6 (Terms of Appointment of the Lead Authority) dated 12 June 2006 has been reviewed in the light of the appointment of a new Lead/Host Authority from 1 April 2013. The Joint Committee is asked to approve the new agreement subject to obtaining the written consent of 75% of the Participating Authorities. The Joint Committee is asked to approve its circulation of the new agreement to Participating Authorities seeking their written consent, as required by the terms of the current agreement
- 7.3 The Agreement includes the Memorandum of Understanding between the Joint Committee and the Adjudicators which was approved at the November 2012 meeting.
- 7.4 Schedule 6 of the agreement makes reference to the development of a non-binding service level agreement between the PATROL Adjudication Joint Committee and the Lead Authority.
- 7.5 The Terms of Appointment of the new Lead Authority replace the indemnities entered into on 15<sup>th</sup> February 2013 and 28<sup>th</sup> March 2013 in respect of the lease of part-second floor Springfield House, Water Lane, Wilmslow and interim arrangements pending final agreement of a variation to the PATROL Adjudication Joint Committee Agreement dated 1<sup>st</sup> May 2008, respectively.
- 7.6 The Joint Committee delegates certain functions to the Lead Officer and the Chief Adjudicator. The Joint Committee is requested to adopt the attached Scheme of Delegation.
- 7.7 The Joint Committee has traditionally held three meetings per annum. The move to the Audit Commission's 'Small Bodies' Annual Return removes the requirement for a September meeting. The proposed dates and location for meetings in 2014 are:

Tuesday 28<sup>th</sup> January 2014, London

Tuesday 24<sup>th</sup> June 2014, London

## **8.0 Access to Information**

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

Name: Louise Hutchinson  
Designation: Head of Service  
Tel No: 01625 445566  
Email: [lhutchinson@patrol-uk.info](mailto:lhutchinson@patrol-uk.info)

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DATED

2013

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DEED

relating to Bus Lane Adjudication Service Joint Committee

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**DEED**

**DATE**

2013

**PARTIES**

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

**RECITALS**

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

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

- (F) This deed is adopted by the Parties as a variation to the deed referred to in **recital (F)** above by means of a resolution of the BLASJC dated [ ] 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 and the Welsh Ministers in respect of those Participating Authorities situated in Wales;

**"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, and the expression BLAS shall be construed accordingly;

**"Financial Regulations"**

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

**"Head of Service"**

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

**"Lead Authority"**

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

**"Lead Officer"**

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



**"Local Authorities"**

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

**"Memorandum of Participation"**

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

**"Participating Authority"**

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

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

## 10. NOT USED

## 11. TERMINATION

- 11.1 The arrangements contained in this deed may be terminated:
- 11.1.1 by 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 4.2** 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**

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

**15. ARBITRATION**

Any dispute which may arise between the Participating Authorities about this deed and/or the arrangements established pursuant to this deed unless otherwise stipulated shall be referred to and determined by a single arbitrator nominated by the Chartered Institute of Arbitrators on the application of the 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 Council
7. Bristol City Council
8. Bury Council
9. Cambridge City Council
10. Cheshire East Council
11. Coventry City Council
12. Essex County Council
13. Gloucester City Council
14. Hampshire County Council
15. Hertfordshire County Council
16. Leeds City Council
17. Leicester City Council
18. Liverpool City Council
19. Luton Borough Council
20. Manchester City Council
21. Medway Council
22. North Tyneside
23. Nottingham City Council
24. Nottinghamshire County Council
25. Oxfordshire County Council
26. Plymouth City Council

27. Reading Borough Council
28. Sheffield City Council
29. Somerset County council
30. South Tyneside Council
31. Stoke-on-Trent City Council
32. Stockton on Tees Borough Council
33. Walsall MBC
34. 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 0 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 2012/13

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1. Chairman Vice-Chairman and Auditors

The BLASJC at its first meeting and subsequently on an annual basis shall (a) elect from one of its representatives a Chairman and Vice-Chairman 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 Chairman and Vice-Chairman shall hold office until the following Annual meeting but such office shall be deemed to be vacated if the appointment as a representative on the Joint Committee is terminated by their Participating Authority or if they cease to be entitled to be a representative on a Joint Committee under the constitutional arrangements applicable to that appointing Authority.

3. Servicing and Advice

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

(ii) An Advisory Board may be appointed by the BLASJC comprising the Lead Officer, such other officers of the Participating Authority and other persons appointed by the BLASJC and a representative nominated by the Department for Transport (DFT) to advise the BLASJC on any matter relating to the functions conferred on the BLASJC. 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 Chairman; 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 Chairman of the meeting is of the opinion that the item should be considered at the meeting as a matter of urgency.

(ii) At every meeting of the BLASJC the Chairman, if present, shall preside. If the Chairman is absent the Vice-Chairman, if present, shall preside. If both the Chairman and Vice Chairman are absent the meeting shall elect a Chairman from one of its representatives. For the purposes of these Standing Orders references to the Chairman, in the context of the conduct of business at meetings, shall mean the person presiding under the Standing Order.

(iii) Any Participating Authority acting through its representative on the Joint Committee or through an Advisory Board Representative may give written notice of an item to be placed on the Agenda of the 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 receive 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 Chairman, 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 as adviser 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 Chairman prior to the issue of the agenda or subsequently if there is no business to be transacted, or in other exceptional circumstances

5. Substitute Members

If a representative of the 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 Chairman shall have discretion to alter the order in which business is taken at the meeting.

8. Minutes

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

9. Sub-Committees

- (i) The BLASJC shall be entitled to appoint such Sub-committees as it thinks fit.
- (ii) The composition of all Sub-committees shall be such as to reflect the balance of political parties or groups on the BLASJC in accordance with Part 1 of the Local Government and Housing Act 1989 save that no representative may be appointed to a Sub-committee unless willing to serve.

10. Voting

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

11. Quorum

- (i) The quorum of the 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.
- (ii) For the avoidance of doubt non-attendance of the representative appointed by the DFT shall not render the meeting inquorate nor shall he be counted in deciding whether a quorum has been established.
- (iii) No business can be transacted at any meeting unless a quorum is present.

12. Rules of Debate

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

him in the current debate, which may appear to have been misunderstood. The ruling of the Chairman on a point of order or on the admissibility of a personal explanation shall not be open to discussion.

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

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

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

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

In case (b) – the debate on the motion then before the BLASJC shall stand adjourned until the next ordinary meeting of the BLASJC; 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 Chairman is of the opinion that the matter before the BLASJC has been sufficiently discussed he may put the motion that the question now be put
- (xi) The Chairman shall decide all questions of order and any ruling by the Chairman upon such questions and the interpretations of these Standing Orders, and upon matters arising in debate shall be final and shall not be open to discussion.



13. Admission of Public to Meetings

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

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

14. Disorderly Conduct

- (i) If the Chairman is of the opinion that a representative has misconducted, or is misconducting himself by persistently disregarding the ruling of the Chairman or by behaving irregularly, improperly or offensively or by wilfully obstructing the business of the BLASJC he may notify the meeting of that opinion and may take any of the following action either separately or in sequence:-

- (a) he may direct the representative to refrain from speaking during all, or part of the remainder of the meeting
- (b) he may direct the representative to withdraw from all or part of the remainder of the meeting
- (c) he may order the representative to be removed from the meeting
- (d) he may adjourn the meeting for such period as shall seem expedient to him

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

15. Disturbance by Members of the Public

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

16. Urgent Business

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

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

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

- (i) Where any Participating Authority representative has given a general notice of a pecuniary interest of his or of his spouse, and is thereby relieved of the statutory duty to declare that interest at a meeting at which a contract or other matter affecting that interest is to be considered, he shall nevertheless orally remind the meeting of that interest. Any such reminder shall be recorded in the minutes of the meeting.
- (ii) Where any Participating Authority representative has declared a pecuniary interest in a contract, grant, proposed contract or other matter, whether by giving a general notice or by making an oral declaration at a meeting, he shall withdraw from the room in which the meeting is being held while the matter is under consideration unless:
  - (a) the disability to discuss, or vote upon any matter arising from the contract or other matter has been removed by the Secretary of State under Section 97 of the Local Government Act 1972; or
  - (b) the contract, grant, proposed contract or other matter is under consideration by the meeting as part of the report or minutes of a subcommittee (in the case of a meeting of the 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 Contract and Other Matters

- (i) In addition to his duty under Section 117 of the Local Government Act 1972 if it comes to the knowledge of any officer that he has a disclosable pecuniary interest in any contract which has been or is proposed to be, entered into by the BLASJC, or in some other matters which is to be considered by BLASJC or subcommittee, he shall as soon as practicable, give notice in writing to the Lead Officer of the fact that he is interested therein.
- (ii) For the purpose of this standing order, a disclosable pecuniary interest is an interest that, if the officer were a representative of the BLASJC and if the contract or other

matter were to be considered at a meeting of the BLASJC at which he were present, he would have to disclose it under Section 94 of the Local Government Act 1972.

- (iii) The Lead Officer shall record in a book to be kept for the purpose particulars of any notice of a pecuniary interest given by an officer under Section 117 of the Local Government Act 1972 or paragraph (i). The book shall, during the ordinary office hours of the Lead Authority be open for inspection by any representative of the BLASJC.
- (iv) Where an officer submits a report to a meeting on a matter in which he has declared an interest under Section 117 of the Local Government Act 1972 or paragraph (i) he shall state that such declaration has been made, and give brief details of it, in a separate paragraph at the commencement of the report.
- (v) Where any officer advises orally a meeting of the 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) he shall remind the meeting orally of that interest.

22. Access to Documents, Information and Land

- (i) In addition to the rights of representatives of the 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 his functions as a member of that Participating Authority;

Provided that: -

- (a) no person shall be entitled to inspect any document or have access to any information relating to a matter in which he has a pecuniary interest;
- (b) access to information not in the form of a document need not be given where the cost of providing the access is unreasonably high, or during such period as the giving of access would unreasonably disrupt the work of the 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, he may refuse the person concerned access to the document or information in question.
- (iii) Where a person inspects a document under the rights conferred by Section 100F of the Local Government Act 1972 or this standing order, and the BLASJC may lawfully make a copy of that document, he shall be entitled, on request, to be given a copy of that document provided that:
  - (a) a reasonable charge shall be made for the copy unless the Lead Officer otherwise directs;
  - (b) a copy may be refused if the Lead Officer considers that it is impracticable to make a copy.
- (iv) If a representative on the 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, he shall give permission but may attach conditions to that permission including particularly a condition that a specified officer of the BLASJC shall accompany the representative, member or officer.
- (v) If any member of the Participating Authorities or any other representative of the BLASJC is dissatisfied with any determination of the Lead Officer under Section 100F of the Local Government Act 1972 or under this standing order, he may refer the question to the BLASJC which shall, after considering any representations that person or the Lead Officer may wish to make, determine whether or not to uphold the Lead Officer's determination.

- (vi) No elected members or officer of the Participating Authorities and no representative of the BLASJC shall have any claim by virtue of his position:
  - (a) to enter any land or buildings occupied by the BLASJC to which the public do not have access or to which such members, officer or representative do not regularly have access except with the permission of the Lead Officer;
  - (b) to exercise any power of the BLASJC to enter or inspect other land or buildings, except where specifically authorised to do so by the BLASJC;
  - (c) to exercise any other power of the BLASJC;
  - (d) to issue any order with respect to any works which are being carried out by, or on behalf of, the BLASJC, or with respect to any goods or services which are being, or might be, purchased by the BLASJC
- (vii) The Proper Officer for the Purpose of Section 100F(2) of the Local Government Act 1972 and for the purposes of this standing order is the Lead Officer.
- (viii) For the purposes of this standing order a person has a pecuniary interest in a matter if, on the assumptions that he were a representative on the BLASJC, and that the matter were to be considered by the BLASJC, he would have to declare the interest under Section 94 of the Local Government Act 1972.
- (ix) Where any information is given to any person (including a member of the Participating Authorities, or any representative of the BLASJC) by the BLASJC or by one of the employees of the Lead Authority in the course of transacting any business of the BLASJC, and it is made clear (in whatever way) that the information is given in confidence, that person is not entitled to make that information public without the consent of the BLASJC.

23. Suspension of Standing Orders

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

24. Interpretation and Definitions

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

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

“The Agreement” means an agreement for Bus Lane Adjudication Service Joint Committee made between The Council of the City of Manchester, Hampshire County Council, Brighton and Hove City Council, Sheffield City Council, Nottingham City Council and Reading Borough Council.

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

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

“Lead Officer” means the nominated officer of the Lead Authority “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 DFT.

**Schedule 5**

Financial Regulations

***[New Financial Regulations to be inserted.]***



**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 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 arising out of:
  - 8.1 the giving of professional advice or its actions as Lead Authority. For the avoidance of doubt, such indemnity applies to the actions or omissions of the Lead Authority in relation to its management of employees, workers, officers and agents carrying out work for or under the direction of the Lead Authority and to the termination of the employment or engagement of any such employees, workers, officers and/or agents;
  - 8.2 the bringing and/or defending (including settling) any claims, counterclaims, causes or rights of action or proceedings of whatsoever nature and howsoever arising (whether, at the date hereof, known or unknown, suspected or unsuspected, actual or contingent) which relate to the acts or omissions of any previous Lead Authority (including, but not limited to, any advice given by that previous Lead Authority to BLAS and/or the Participating Authorities and whether or not such advice was procured from a third party);
  - 8.3 the actions or omissions of any previous Lead Authority in respect of any:
    - 8.3.1 employee or former employee of any previous Lead Authority;
    - 8.3.2 trade union or elected employee representative of any employee or former employee of any previous Lead Authority;
    - 8.3.3 worker or former worker of any previous Lead Authority;
    - 8.3.4 officer or agent of any previous Lead Authority,where such claims demands costs and/or expenses relate to any claim or allegation that liability for such actions or omissions of any previous Lead Authority has transferred, transfers or will transfer to the Lead Authority by operation of the Transfer of Employment (Protection of Employment) Regulations 2006; any provision of European Community legislation and/or any other provision whose purpose or effect is to transfer liability for such claims demands costs and/or expenses;
  - 8.4 in respect of any claim brought by any staff employed by the Lead Authority in its capacity as Lead Authority and/or any claim brought by any Adjudicator relating to the provision of (or failure to provide) pension benefits and premature retirement rights to any such person; and/or
  - 8.5 any Losses arising out of or in connection with any lease (including related refurbishment activities) entered into on behalf of 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. 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:

8A.1 the properly incurred costs of legal or professional services;

8A.2 any costs incurred by the Lead Authority as a result of BLAS failing to successfully enforce the terms of any appointment, collateral warranty or guarantee relating to all refurbishment activities; and

8A.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. The Lead Authority may in pursuance of the arrangements established pursuant to this deed and section 120(4) of the Local Government Act 1972 acquire and dispose of land on behalf of the Participating Authorities.

10. Subject to **paragraph 11** of this **Schedule 6**, no property belonging to the Lead Authority including staff and premises provided by the Lead Authority for the use of the 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.

11. Without prejudice to any other assets of the BLASJC, the following agreements shall be treated as assets of the BLASJC:

11.1 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

11.2 contracts of employment of staff employed by the Lead Authority in its capacity as Lead Authority for the purpose of the provision of staff for the BLASJC.

**Schedule 7**

Memorandum of Participation in the Bus Lane Adjudication Service Joint Committee

**MEMORANDUM OF PARTICIPATION**

**RECITALS**

- (A) By an order under the provisions of The Transport Act 2000 (the "**2000 Act**") [ ] Council has been designed 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 [ ] Local Authority (the "**Joining Local Authority**") shall become a party to the joint arrangements set out in the agreement dated and 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 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.....

**Schedule 1**

BLASJC agreement

**Schedule 2**

Contribution letter

**Schedule 8**

Memorandum of understanding

**MEMORANDUM OF UNDERSTANDING**

**Between**

**Adjudicators of the Traffic Penalty Tribunal**

**And**

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

**November 2012**



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## MEMORANDUM OF UNDERSTANDING

### 1. Introduction

This Memorandum of Understanding (MOU) is between:

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

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

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

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

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

### 2. Shared Aims

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

### 3. Overriding Principles

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

#### 4. The Statutory Framework

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

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

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

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

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

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

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

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

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

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

The Joint Committees' functions also include:

- Providing or making arrangements for accommodation, administrative staff (and facilities) for the Adjudicators
- Defraying expenses incurred in the Adjudicators performing their function.

4.5 The Regulations also provide that:

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

## **5. Chief Adjudicator**

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

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

It is also for the Chief Adjudicator:

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

## **6. Salaried Adjudicators**

6.1 The Chief Adjudicator and salaried Adjudicators have a contract of employment with the Host Authority (see section 14.0) for employment rights such as salary and

pensions however they are not accountable to the Chief Executive of the Host Authority for the performance of their functions.

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

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

## **8. Removal of Adjudicators**

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

## **9. Appeals and Judicial Matters**

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

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

These include:

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

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

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

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

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

## **10. Lead Officer**

10.1 The PATROLAJC and BLASJC Agreements make provision for the appointment of a Lead Officer to whom functions are delegated pursuant to that Deed of Arrangement and the Standing Orders of the Joint Committees.

10.2 To maintain the independence and autonomy of the tribunal from the enforcement authorities the expectation is that the Joint Committees will request the Chief Executive

of the Host Authority to nominate as Lead Officer the Head of Service, who will be responsible generally for delivering the delegated functions, and in particular to:

- (a) Be responsible for the administration of the Joint Committees and the Traffic Penalty Tribunal and provide for the Adjudicators on behalf of the Joint Committees, the accommodation, administrative staff and facilities. The Lead Officer has no remit to influence the decisions of the Adjudicators.
- (b) Be responsible for ensuring that the Adjudicators requirements as set out in the Memorandum of Understanding with the Joint Committees are met within the Financial Regulations of the Joint Committee.
- (c) Work in partnership with the Chief Adjudicator to ensure the vision, aims and objectives of the Tribunal are achieved
- (d) Provide strong and strategic leadership to manage the support function for the Adjudicators to deliver an efficient service that ensures all appeals are held within legal requirements and performance criteria.
- (e) Manage the Service Level Agreement with the Host Authority on behalf of the Joint Committees.

## **11. Accommodation, administrative staff and facilities**

- 11.1 The Joint Committees have a statutory duty to provide accommodation, administrative staff and facilities for the Adjudicators sufficient to enable them to perform their functions in accordance with their duty as set out in Section 4 above.
- 11.2 The nature of administrative support (including staff, facilities and accommodation are for agreement between the Adjudicators and the Joint Committees, having regard to the Joint Committees' duty to the Adjudicators set out in Section 4 above
- 11.3 The accommodation and administrative staff provided for the Adjudicators by the Joint Committees in accordance with their statutory duties are, for convenience, along with the body of the Adjudicators whom they support, described collectively as the Traffic Penalty Tribunal. The Traffic Penalty Tribunal is not a legal entity.
- 11.4 The Joint Committees are responsible for the management of the accommodation and facilities including health and safety procedures for all users of the accommodation.
- 11.5 In accordance with the regulations made under the TMA and the TA, the Joint Committees are required to appoint one member of staff to fulfill the duties of the "Proper Officer" for the purposes of those regulations. It is anticipated that the Joint Committees will consult with the Chief Adjudicator on the appointment of the Proper Officer.
- 11.6 The function of the staff, including the Proper Officer, is to support the Adjudicators in the performance of their function and to carry out such administrative tasks as the Adjudicators require in that connection. They act under the direction of the Adjudicators.
- 11.7 The Host Authority will provide contracts of employment for the staff provided by the Joint Committees to ensure their employment rights and obligations.

- 11.8 For the purposes of employment rights and obligations, while some of the employment policies of the Host Authority will apply, it should be recognized that the tribunal staff are performing duties stemming from the procedural regulations that govern the tribunal, or under the delegation of Adjudicators, the latter takes precedence.
- 11.9 The Joint Committees will ensure that staff provided for the Adjudicators carry out their functions effectively and efficiently and are responsible for their:
- a) Recruitment
  - b) Training
  - c) Line Management
  - d) Appraisal
  - e) Disciplinary procedures, including considering complaints, grievances etc.

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

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

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

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

## **12. Defraying the expenses of the tribunal**

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

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

### **13. Advisory Board**

- 13.1 The Joint Committees' Standing Orders provide for the Joint Committees to establish and appoint an Advisory Board comprising such officers and persons appointed by the Joint Committees to advise them on their functions .
- 13.2 The purpose of the Advisory Board is to assist and advise the Joint Committees on the overall policies and strategies for administering the adjudication service and on their responsibilities under the Traffic Management Act 2004 and Bus Lane Contraventions, (Penalty Charges, Adjudication and Enforcement)(England) Regulations 2005.
- 13.3 The Advisory Board has no remit to consider or influence decisions of adjudicators and the function of the adjudication service as an Independent Tribunal.
- 13.4 The diversity of membership of the Advisory Board including judicial expertise and consumer representation strengthens the scrutiny function it performs, is fundamental to the independence of the governance of the tribunal, and is of mutual benefit to the Adjudicators, the Joint Committees and Host Authority.

### **14. Lead/Host Authority**

- 14.1 While the Joint Committees have statutory duties and identities, they do not have corporate status and therefore cannot contract or hold property in their joint names; consequently they will appoint one of the authorities to hold property as trustee for the other constituent authorities comprising the joint committees, and act as agent to enable goods and services to be secured by Joint Committees. This authority, known as the Lead or Host Authority, may itself provide such goods and services as the PATROLAJC may from time to time determine.
- 14.2 For the purposes of this Memorandum, to assist our understanding of the duties and obligations to preserve judicial independence, the Lead Authority will be referred to as the Host Authority.
- 14.3 The expectation is that the relationship between the Lead Authority and both the Joint Committees and the Tribunal will replicate that of an arms length body, with the Lead Authority providing services and advice as required.
- 14.4 The services provided by the Lead Authority, enabling the Joint Committees to provide the resources to the Adjudicators as identified in this Memorandum of Understanding, will be supported by a Service Level Agreement with the Joint Committees.
- 14.5 The period of tenure for the Lead Authority is five years.
- 14.6 For the purposes of this MOU the expectation is that the Lead/Host Authority is Cheshire East Council.

### **15. Review Mechanism**

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



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

## **APPENDIX A**

### **CHIEF ADJUDICATOR ROLE**

#### **Introduction**

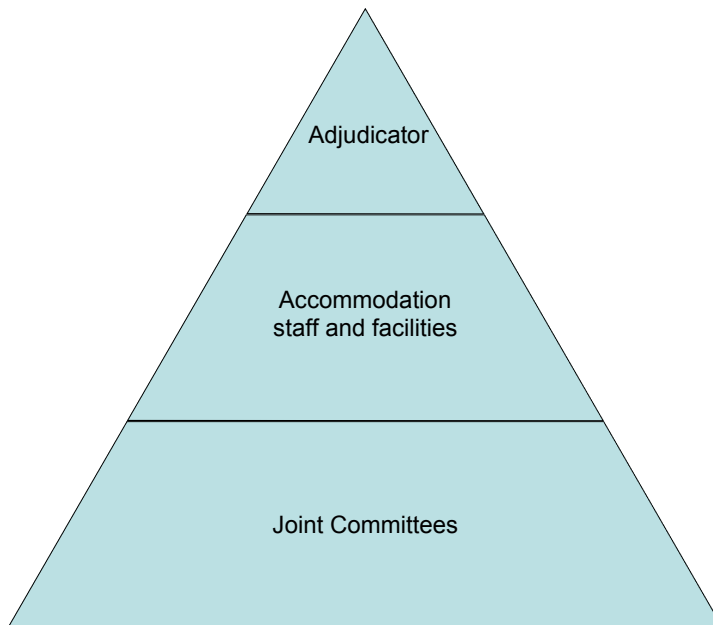
The Chief Adjudicator's role is to recruit, lead and manage the Adjudicators with the aim of delivering a fair, timely and efficient adjudication service. In so doing, the responsibility of the Chief Adjudicator shall include the following:

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

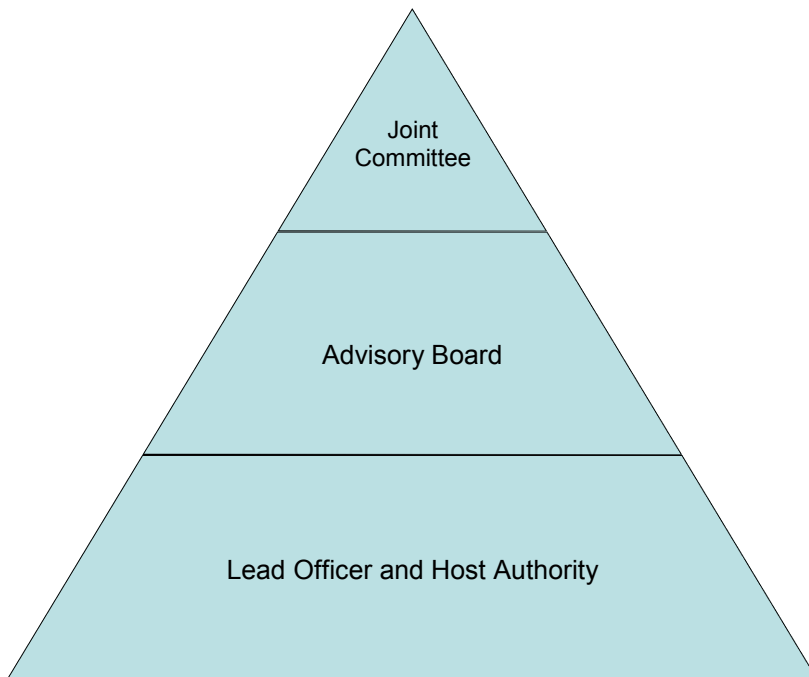
16. Keep the Joint Committees informed of all legal matters affective implementation and maintenance of the adjudication system.

**APPENDIX B**

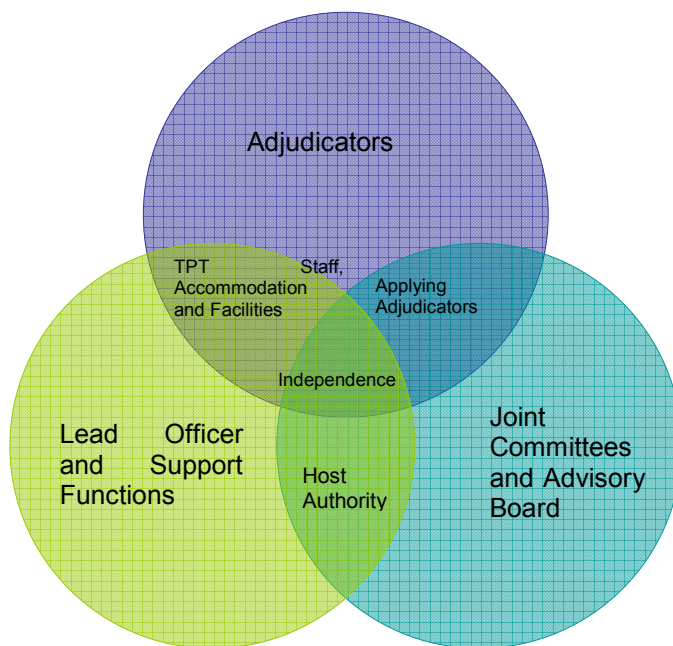
**FIGURATIVE REPRESENTATION OF THE ROLES REFERRED TO IN THE MEMORANDUM OF UNDERSTANDING**



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



**Fig 2. Governance Structure**



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

**Scheme Of Delegation as amended June 2008**

**PARKING AND TRAFFIC REGULATIONS OUTSIDE LONDON  
ADJUDICATION JOINT COMMITTEE (PATROLAJC)  
SCHEME OF DELEGATION TO OFFICERS OF THE  
LEAD AUTHORITY AND CHIEF ADJUDICATOR**

**Note**

- i The delegated powers of officers set out in this Scheme of Delegation may be exercised by other officers authorised to act on behalf of and in the name of the relevant officer provided that administrative procedures are in place to record and monitor decisions so taken.
- ii Where an officer is given specific authority to determine a particular matter the officer should ensure that there is an appropriate audit trail to evidence such determination.
- iii All decisions taken under this scheme of delegation must be within the limits of the budgets and policies approved by the PATROLAJC.

**Delegation to the Lead Officer:-**

**1. General**

1. All necessary arrangements for the support of the adjudicators for the performance of their functions under Part 6 of the Traffic Management Act 2004 including the provision or securing the provision of accommodation and administrative support including the following but subject to the limitations set out below:-

**2. Financial**

1. Acceptance of the lowest tender or where appropriate to negotiate for the supply of goods, services, materials, equipment, building and civil engineering works, subject to a limit of £250,000 per contract and the acceptance of other than the lowest tender with the agreement of the PATROLAJC's Treasurer within that limit.
2. Authority to agree price increases where a price variation clause has been included in a contract subject to the agreement of the PATROLAJC's Treasurer.
3. The assignment of a contract or the approval of the appointment of a subcontractor.
4. The acceptance of the tender of a sub-contractor or supplier for the specialist work or material for which a prime cost sum is included in the main contract sum for building and civil engineering works where:-
  - a) The prime cost sum included for any item does not exceed £100,000
  - b) At least four competitive tenders have been invited.
  - c) The tender which it is proposed to accept does not exceed the prime cost sum included in the main contract sum, but a tender exceeding the prime cost sum may be accepted with the concurrence of the PATROLAJC's Treasurer.

5. Subject to the agreement of the PATROLAJC's Treasurer:-
  - a) The writing off of debts which are irrecoverable or losses due to burglaries, break-ins, etc
  - b) The writing off or making adjustments in respect of deficiencies or surpluses of stock, equipment etc
6. In consultation with the PATROLAJC's Treasurer the opening up of petty cash imprest accounts, etc.
7. Delegated authority in consultation with the Chairman or Vice Chairman for authorizing the withdrawal of funds from reserves to meet budgetary deficits.
8. Negotiation and agreement of variations in contracts arising out of Statutory requirements.
9. Determination of ex-gratia claims for damage to, or loss of, personal property subject to the approval of the PATROLAJC's Treasurer for claims in excess of £1,000.
10. Disposal of surplus or obsolete equipment, scrap, etc, (except vehicles) to the highest tenderer.
11. To defend all claims made against the PATROLAJC and the legal recovery of debts due to the PATROLAJC.
12. To give indemnities on behalf of the PATROLAJC to organisations for the use of their facilities.
13. Responsibility for Capital Investment bids for the refurbishment of property, changes in office layout, replacement of lifts, heating, Information Technology and other equipment and plant, etc.

### **3. Land and Property**

1. Management and use of land, property, accommodation and facilities.
2. Repair and maintenance of buildings and upkeep of grounds.
3. Temporary closure of premises.
4. Determination of hours of opening of premises and facilities, including seasonal arrangement and closure during holiday periods.
  - a) The approval and completion of property transactions on behalf of the PATROLAJC including the acquisition and disposal of freeholds, the taking and granting of leases, easements, wayleaves, rent reviews, and all other estate management issues.
5. VAT
  - a) Where appropriate, and in consultation with the PATROLAJC Treasurer, to elect for VAT status on particular land and property



6. Vandalism
  - a) To take all necessary measures, to prevent vandalism of buildings belonging to or under control of the PATROLAJC

#### **4. Miscellaneous**

1. To determine officer attendance on visits.
2. To determine officer and Member attendance at Conferences/Seminars, etc (unless held abroad).
3. To determine Member attendance on visits in consultation with the Chairman or Vice Chairman.
4. Production of publications, relating to the service provided, or sale or free distribution to the public.
5. To control and co-ordinate press and media relations, the organisation of press conferences, publicity and public relations including approval of the issue of all official publicity and official publications.
6. To arrange for the institution, conduct, prosecution or defence of any claims and/or legal proceedings including the recovery of debts, the instruction of Counsel on behalf of the PATROLAJC relating to the functions of the PATROLAJC.
7. To take preliminary steps to protect the rights and interest of the PATROLAJC.
8. To prepare and arrange for the entering into of contracts and the execution of documents on behalf of the PATROLAJC.
9. To carry out any functions conferred on the Lead Officer by virtue of the Standing Orders and Financial Regulations.

#### **5. Human Resources**

1. Assignment of temporary posts which are for a period not exceeding 12 months.
2. Filling of vacant posts within approved establishments except Adjudicator posts.
3. Assignment of additional posts at grades up to the including PO6 or equivalent in categories of posts where there is already an agreed job description and a grade fixed for the post.
4. Granting acceleration of increments for any staff within their substantive grade for merit and ability.

5. Determination of requests or recommendations for honoraria, (subject to reporting every honoraria payment made to the PATROLAJC), gratuities and responsibility allowances.
6. The determination of applications for paid and unpaid leave:-
  - a) For trade union training
  - b) For health and safety, professional and other service related training
  - c) For paid leave for an employee to discharge her/his 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
7. Where appropriate, the determination of extensions of payments to employees in relation to sickness.
8. Determination of requests for extensions of service except that of first and second tier officers.
9. Determination of casual or essential car users allowance to officers.
10. Determination of planned overtime for officers above Scale 6.
11. Determination of the payment of removal expenses, lodging allowances or Travelling allowances but in consultation with the Chairman or Vice Chairman of the PATROLAJC where such payments fall outside the PATROLAJC's agreed policy.
12. Determination of proposals to attend training courses, unless the leave of absence required is for more than 10 days or where expenditure involved is in excess of £6,000, in which cases subject to consultation with the Chairman or Vice Chairman of PATROLAJC.
13. Discipline, suspension and/or dismissal of employees.
14. Determination of applications for early retirement.
15. Authority to assimilate staff on appointment, promotion or regarding where he thinks appropriate within the approved grade having regard to all the circumstances.

## **6. Support to the Joint Committee**

1. Promotion of the functions generally of the PATROLAJC including the provision of such administrative support activities required by the Adjudicators and for the efficient discharge of the adjudication service.
2. Arrange for the giving of advice and support to the PATROLAJC in legal matters.

3. Convening meetings of PATROLAJC and the Officer Advisory Board and keep the attendance record of such meetings.
4. Deal with urgent business of PATROLAJC, after consulting the Chairman or Vice Chairman.
5. Record declarations and matters of interest of PATROLAJC Members, Officers and Adjudicators.
6. Holding and providing access to PATROLAJC documents and information in accordance with the provisions of law. For the avoidance of doubt, this does not include documents held by the Traffic Penalty Tribunal in pursuance of the adjudicators' procedural regulations.

## **7. Extension of Chief Adjudicator's Appointment to other Council Areas**

- I. To grant authority to the Lead Officer, subject to the Lord Chancellor's consent, to extend the remit of the Chief Adjudicator, by appointment to her to act as Chief Adjudicator within the areas of any Council which becomes party to these Joint Committee arrangements.

### **Delegation to Chief Adjudicator:-**

- I. With the consent of the Lord Chancellor the making of the Part-time Adjudicator appointments, for a period not exceeding 5 years. Such appointments are 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 Councils which if future become 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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## **BUS LANE ADJUDICATION SERVICE JOINT COMMITTEE**

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<b>Date of Meeting:</b>	25 <sup>th</sup> June 2013
<b>Report of:</b>	The Lead Officer on behalf of the Advisory Board
<b>Subject/Title:</b>	Appointments to the Advisory Board

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### **1.0 Report Summary**

- 1.1 This report sets of the terms of reference for the Advisory Board and recommendations for appointments for 2013/14

### **2.0 Recommendation**

- 2.1 That the Joint Committee 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

#### **4.1 Legal Implications**

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

### **5.0 Risk Management**

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

### **6.0 Background and Options**

- 6.1 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.
- 6.2 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

- 6.3 At the meeting held on 26 June 2012 the Joint Committee made appointments for the period ending at the next annual meeting, these are detailed in the attached document.
- 6.4 The Joint Committee is invited to adopt the terms of reference and make the appointments recommended in the appendix to this report.

**7.0 Access to Information**

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

Name: Louise Hutchinson  
Designation: Head of Service  
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 the Traffic Management Act 2004 and Bus Lane Contraventions, (Penalty Charges, Adjudication and Enforcement)(England) Regulations 2005.
2. The 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 Head of Service 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 Head of Service on the preparation of an annual service plan

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 each from the Department for Transport (DfT) and the Welsh Government (WG).
- A representative from a motoring association.
- An independent person with knowledge of judicial or tribunal systems.

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

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 an appropriate independent person who should sit on the Board.

The DfT and WG Transport Directorate shall nominate its own representatives.

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.

## **Appointments and four year cycle**

### **Local Authority Members**

At the meeting of the PATROL Adjudication Joint Committee held on **June 2012** the following local authority members were appointed and retire as set out below.

#### **June 2013**

Bournemouth	John Satchwell	English Unitary
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#### **June 2014**

Hampshire	Marc Samways	English Shire
Bath and North East Somerset	Kathryn Eldridge	Bus Lane Council

#### **June 2015**

Cheshire East Council	Kevin Melling	Lead Authority
Winchester	Andy Hickman	English District

#### **June 2016**

Carmarthenshire Council	Stephen Pillner	Welsh Authority
Nottingham City Council	Caroline Nash	Metropolitan Authority



**Department for Transport Member**

This is a matter for the DfT to decide from time to time. Currently Alan Irving is their representative.

**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.

**Independent Member**

The Joint Committee has appointed Graham Addicott OBE, as the independent member for a four year period ending June 2013.

**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. Currently, Paul Watters of the AA Motoring Trust is the motoring organisation representative.

**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 2014.

**Recommendations**

- 1. John Satchwell be re-appointed for a four year period**
- 2. Graham Addicott OBE be re-appointed for a four year period**

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

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**Date of Meeting:** 25<sup>TH</sup> June 2013  
**Report of:** The Chief Adjudicator  
**Subject/Title:** Report of the Traffic Penalty Tribunal Adjudicators

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### **1.0 Report Summary**

1.1 This report introduces the report of the Traffic Penalty Tribunal Adjudicators.

### **2.0 Recommendation**

That the Joint Committee

- (i) Receives the report of the Adjudicators.
- (ii) Forwards the report to the Secretary of State
- (iii) Agrees that the report is published and circulated free of charge

### **3.0 Reasons for Recommendations**

This is set out in the report

### **4.0 Financial Implications**

4.1 Provision is made for the publication and circulation of the annual report

### **5.0 Legal Implications**

5.1 None

### **6.0 Risk Management**

6.1 None

### **7.0 Background and Options**

7.3 Under Regulation 12 of the Bus Lane Contraventions (Penalty Charges, Adjudication and Enforcement) (England) Regulations 2005, the Adjudicators are required to make an annual report to the Joint Committee on the discharge of their functions.

7.4 The report of the Adjudicators is enclosed.

7.5 It is further recommended that the report should be published and circulated free of charge.

7.6 I have pleasure in introducing this report.

**8.0 Access to Information**

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

Name: Caroline Sheppard

Designation: Chief Adjudicator

Tel No: 01625 445555

Email: [csheppard@trafficpenaltytribunal.gov.uk](mailto:csheppard@trafficpenaltytribunal.gov.uk)

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

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<b>Date of Meeting:</b>	25 <sup>TH</sup> June 2013
<b>Report of:</b>	The Lead Officer on behalf of the Advisory Board
<b>Subject/Title:</b>	General Progress and Service Standards

---

### **1.0 Report Summary**

- 1.1 This reports on progress in respect of the take up of civil bus lane enforcement powers by Councils in England (outside London) and information in relation to general progress and service standards.

### **2.0 Recommendation**

That the Joint Committee:

- (i) Notes the information provided in respect of take up of civil enforcement of bus lanes
- (ii) Notes the information in relation to service standards.

### **3.0 Reasons for Recommendations**

To update the Joint Committee on general progress and service standards

### **4.0 Financial Implications**

- 4.1 None

### **5.0 Legal Implications**

- 5.1 None

### **6.0 Risk Management**

- 6.1 None

### **7.0 Background and Options**

- 7.1 Since the January 2013 meeting of the Joint Committee, Nottinghamshire County Council, Walsall Council and Birmingham City Council have joined the scheme.
- 7.2 The Joint Committee has established an administrative target in relation to the acknowledgement of appeals, that 95% of appeals will be acknowledged within 2 working days. During 2012/13 that target was achieved. When compared to 2011/12, there is a reduction from 99% which can be attributed in part to IT disruptions arising

from the domain transfer and the freeze on permanent recruitment as a result of the transfer of Lead Authority.

7.3 During 2012/13, a new telephone system was introduced which has resulted in changes to the way in which performance is measured. The target is for calls to be answered within 15 seconds. A report will be presented to the January meeting in relation to this performance measure.

#### 7.4 Case Closure

Appealing to the Traffic Penalty Tribunal is a judicial process and, as such, it is not appropriate to set out rigid timescales for deciding appeals, however the tribunal's objective is to "To provide a tribunal service which is user-focused, efficient timely, helpful and readily accessible". In June 2007 the Joint Committee approved the following targets:

##### **Face to face hearings**

60% of cases to be offered a face to face hearing date within 8 weeks of receipt of the Notice of Appeal.

90% of cases to be offered a face to face hearing date within 12 weeks of receipt of the Notice of Appeal

##### **Postal Decisions**

80% of decisions without a hearing to be made within 7 weeks of receipt of the Notice of Appeal.

The reports on case closure include all cases which were registered during 2012/13 and have been decided (data is also included for the year ending 31 March 2012 for comparison). This data will include cases that have been delayed for the following reasons.

#### **a) Requests from parties to the appeal:**

- Additional time to submit evidence
- Requests for adjournment of hearings
- Inconvenience of hearing time/venue
- Availability of witnesses

#### **b) Adjudicators may require:**

- Adjournments for additional evidence or submissions
- A face to face hearing supplemented by a later telephone hearing to consider additional evidence.
- Consolidation of cases which relate to a common issue.
- Holding cases pending a particular Decision of the Traffic Penalty Tribunal or High Court

- 7.5 The following tables provide case closure times in respect of: Bus Lanes (England). Performance has been broadly maintained during a time of significant change of the Tribunal which has impacted on staffing levels and experience. The tribunal has also experienced some technical disruption due to the separation of its domain. It is anticipated that 2013/14 will be a period of consolidation including re-organisation of staffing in response to the popularity of telephone hearings.

### **BUS LANES (England)**

#### **Cases decided without a hearing**

Measure	April 2011 to March 2012	April 2012 to March 2013
Average number of weeks between registration of appeal and decision issued	6.40 weeks	5.81 weeks
Cases with less than 7 weeks between registration and decision (postal target)	70.62%	76.17%
Cases with less than 12 weeks between registration and decision	82.30%	94.26%

#### **Cases decided through a telephone hearing**

Measure	April 2011 to March 2012	April 2012 to March 2013
Average number of weeks between registration of appeal and decision issued	8.68 weeks	10.01 weeks
Cases with less than 8 weeks between registration and decision (personal target)	65.56%	48.18%
Cases with less than 12 weeks between registration and decision (personal target)	82.22%	79.87%

**Cases decided through a face to face hearing**

Measure	April 2011 to March 2012	April to September 2012
Average number of weeks between registration of appeal and decision issued	13.80 weeks	14.15weeks
Cases with less than 8 weeks between registration and decision (personal target)	17.24%	11.68%
Cases with less than 12 weeks between registration and decision (personal target)	53.10%	47.20%

**8.0 Access to Information**

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

Name: Louise Hutchinson  
 Designation: Head of Service  
 Tel No: 01625 445566  
 Email: [lhutchinson@patrol-uk.info](mailto:lhutchinson@patrol-uk.info)



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

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**Date of Meeting:** 25<sup>th</sup> June 2013  
**Report of:** The Lead Officer on behalf of the Advisory Board  
**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 Recommendation**

- 2.1 That the Joint Committee:
- a) Approves the Risk Management Strategy (Appendix 1)
  - b) Notes the updated Risk Register (Appendix 2)
  - c) Approves the Business Continuity Management Policy.(Appendix 3)

### **3.0 Reasons for Recommendations**

- 3.1 Management of risk and business continuity.

### **4.0 Financial Implications**

- 4.1 Set out in the report

### **5.0 Risk Management**

- 5.1 Report forms part of risk management.

### **6.0 Background and Options**

- 6.1 As part of the Joint Committees 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. The documents are attached as appendices.

## **7.0 Access to Information**

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

Name: Louise Hutchinson

Designation: Head of Service3

Tel No: 01625 445566

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

**APPENDIX 1  
BUS LANE ADJUDICATION SERVICE JOINT COMMITTEE  
RISK MANAGEMENT STRATEGY  
DRAFT JUNE 2013**

**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 Head of Service establishing and maintaining the risk management review framework identified within this strategy.
- Including risk management as a standing agenda item at each Joint Committee/Executive Sub Committee and Advisory Board meeting supported by reports from Officers.
- Continuing to demonstrate the application of risk management principles in practice.

- Establishing 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 Head of Service 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 Head of Service and Advisory Board.

Scores of 12-6 **Medium Risk**: Risk to be captured on Risk Register and progress with mitigation to be tracked by Head of Service 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.

**Risk Impact Details**

<b>Name</b>	<b>Description</b>
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**

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

- 5.4 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.
- 5.5 The risk register will be monitored and reviewed by a Risk Management Group 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.

## **RISK MANAGEMENT ROLES AND RESPONSIBILITIES**

### 6.1 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 Head of Service.

### 6.2 The Head of Service

- 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 or Executive Sub Committee and the Advisory Board.

### 6.3 Risk Management Group

The risk management framework established by the Head of Service allocates the following responsibilities to the Risk Management Group:

- 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 and Advisory Board.
- Preparing changes to this policy.
- Providing guidance and training for staff on risk awareness.

**7. 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 Head of Service at each Joint Committee meeting.

**8. APPROVALS**

Approved Joint Committee Executive Sub Committee June 2011  
Approved Joint Committee June 2012

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APPENDIX 2 RISK REGISTER  
JUNE 2013

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	5	2	10	Audit figures on which to base forecasts. Historical data on which to base forecasts.  Reserve policy in place	Internal & External Audit Reports  Committee Reports	Treat			Continued forecasting, budget monitoring and cashflow analysis.	HOS
2.	Inability of IT to support needs of organisation and technology users	Reduced effectiveness and efficiency for tribunal, councils and appellants.	4	3	12	Existing case management system has stabilized.	Performance Reports	Treat			Separation of tribunal's domain now completed although some outstanding issues to resolve.  Post Move adopt a user led/marketing approach to improving access to the tribunal for all parties using the Government's GCloud.  Technical Reserves retained to support this.  Activate lap top replacement strategy for remote working adjudicators	HOS
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	Committee Reports	Treat			Review of existing vacancies and risk based approach to planning for future vacancies.	HOS

APPENDIX 2 RISK REGISTER  
JUNE 2013

						cover Arrangements in place to extend cover. Appointment Sub Committee & Working Group						
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	4	12	Monitoring of demand and performance Staff recruitment, induction, training and appraisal. Contingency Planning	Committee Reports	Treat			Adjudicator Recruitment 2013 Chief Adjudicator has agreed to work flexibly during this period.	CA
5	Achievement of Key Objectives	Failure to achieve key objectives	3	3	9	Performance Management Strategy and Reporting	Internal & External Audit Reports Committee Reports	Treat			Increased development capacity included in the 2013/14 budget.	HOS

CA = Chief Adjudicator HOS = Head of Service

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

Note 2: A separate Risk Register is being prepared in respect of the Move to new premises and new host authority.

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

APPENDIX 2 RISK REGISTER  
JUNE 2013

	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 operation	3	1	3	Health and Safety policy in place.  Procedures in place for monitoring risk/handling incidents which may be a threat to health and security.  Business Continuity Plan in place.	Reporting requirements for Health and Safety Matters	Treat			None at this time

**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;

APPENDIX 2 RISK REGISTER  
JUNE 2013

		slight damage to reputation.
3	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.
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%	<ul style="list-style-type: none"> <li>• Is expected to occur in most circumstances</li> <li>• Circumstances frequently encountered – daily/weekly/monthly/annually</li> <li>• Imminent/near miss</li> </ul>
4. Probable/	60% - 80%	<ul style="list-style-type: none"> <li>• Will probably occur in many circumstances</li> </ul>

APPENDIX 2 RISK REGISTER  
 JUNE 2013

Likely		<ul style="list-style-type: none"> <li>• Circumstances occasionally encountered but not a persistent issue (e.g. once every couple/few years)</li> <li>• Has happened in the past or elsewhere</li> </ul>
3. Possible	40% - 60%	<ul style="list-style-type: none"> <li>• Not expected to happen, but is possible (once in 3 or more years)</li> <li>• Not known in this activity</li> </ul>
2. Unlikely	20% - 40%	<ul style="list-style-type: none"> <li>• May occur only in exceptional circumstances</li> <li>• Has rarely / never happened before</li> <li>• Force majeure</li> </ul>
1. Remote	20%	<ul style="list-style-type: none"> <li>• The risk will not emerge in any foreseeable circumstance</li> </ul>

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 Head of Service 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 Head of Service and Advisory Board.

Scores of 12-6 **Medium Risk**: Risk to be captured on Risk Register and progress with mitigation to be tracked by Head of Service 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.

Head of Service: 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 Head of Service 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.

## **6. APPROVALS**

Approved Joint Committee June 2012

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

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**Date of Meeting:** 25<sup>th</sup> June 2013  
**Report of:** The Lead Officer on behalf of the Advisory Board  
**Subject/Title:** Financial Regulations 2013/14

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### **1.0 Report Summary**

1.1 This report presents the Financial Regulations for 2013/14 and in accordance with section 1.6 of said regulations, notes where services have been procured outside the Financial Regulations during 2012/13.

### **2.0 Recommendation**

2.1 That the Joint Committee

- i) Approves the Financial Regulations for 2013/14
- ii) Notes the information in relation to procurement falling outside those regulations during 2012/13 at 7.3

### **3.0 Reasons for Recommendations**

3.1 To comply with the Joint Committee's Financial Regulations

### **4.0 Financial Implications**

4.1 Set out within the Financial Regulations

### **5.0 Legal Implications**

5.1 Set out within the Financial Regulations

### **6.0 Risk Management**

6.1 The Financial Regulations provide internal financial control

### **7.0 Background and Options**

7.1 The Joint Committee last approved its Financial Regulations at its annual meeting in June 2012. The Joint Committee is asked to review these Financial Regulations in the light of a number of changes.

7.2 The Financial Regulations include provision for procuring goods and services. The Regulations (1.6) state that the Head of Service can allow exceptions to these regulations if it is believed that the best interests of the PATROL Joint Committee would be served if the regulations were not applied

7.3 The Head of Service confirms that the Financial Regulations have been waived during 2012/13 in relation to the following:

<b>Service</b>	<b>Supplier</b>
Advice	DAC Beachcroft LLP
Advice	Nabarro
Advice	St James's Chambers
Advice	NINESTJOHNSTREET
Recruitment software	The Test Factory

### **8.0 Access to Information**

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

Name: Louise Hutchinson  
Designation: Head of Service  
Tel No: 01625 445566  
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**APPENDIX 1**

**BUS LANE ADJUDICATION SERVICE JOINT COMMITTEE**

**FINANCIAL REGULATIONS**

**1. General**

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

disclosed the matter shall, at the discretion of the Head of Service, and after consultation with the Joint Committee's Treasurer (the Lead Authority's S151 Officer), be referred by them to the Joint Committee. The Head of Service and the Joint Committee Treasurer will determine whether the matter should be referred to Internal Audit. Further in a case where the Head of Service advises that there is prima facie evidence of a criminal offence having been committed, the matter shall be reported to the Police forthwith.

## **2. Accounting Arrangements**

- 2.1 The Statement of Responsibilities for the Statement of Accounts sets out the role of the Head of Service and the Treasurer.
- 2.2 The Treasurer to the Joint Committee is the responsible Financial Officer for the purposes of the Annual Return.
- 2.3 The Head of Service shall ensure that appropriate financial arrangements and procedures are in place on behalf of the Joint Committee in order that the Treasurer can be provided with the necessary accounting records.
- 2.4 The draft Annual Return must be approved by the Joint Committee at its June meeting.
- 2.5 The Head of Service will publish and make available a final accounts/audit timetable to member authorities following the June meeting of the Joint Committee.
- 2.6 The Head of Service, where applicable, shall be responsible for the submission of all claims for grant to Government Departments, or to the EU.

## **3. Banking Arrangements, Cheques and Purchase Cards**

- 3.1 All arrangements with the Joint Committee's bankers, including the procedures for the ordering and safe custody of cheques and purchase cards, shall be made under arrangements approved by the Head of Service.
- 3.2 All cheques drawn on behalf of the Joint Committee shall be signed by the Head of Service and Finance Manager, except in their absence or in the case of personal expenses incurred by these post holders, in which circumstances, named signatories as approved by the Head of Service will provide signatures.



- 3.3 Purchase cards can be used to a pre-set limit of £50,000 per month and £15,000 per single transaction and will be used in accordance with agreed procedures including storage, authorized users and record keeping requirements.
- 3.4 Bank reconciliation will be undertaken on a monthly basis (within 30 days) and signed by two members of staff in accordance with the Bank Reconciliation Procedure with one signature being that of the Finance Manager.
- 3.5 The Head of Service will sign a summary sheet to ensure that bank reconciliations are completed in accordance with the financial regulations.

#### **4. Revenue and Capital Budgets**

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

**5. Income**

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

**6. Borrowing and Investments**

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

**7. Orders and Contracts**

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

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

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

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

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

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

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

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

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

- 7.2 The Head of Service has the authority to 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.

## **8. VAT**

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

## **9. Reserves**

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

**10.0 Equipment**

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

**11.0 Insurance**

- 11.1 The Head of Service shall in consultation with the Joint Committee's Treasurer, arrange such insurances as he/she considers necessary.
- 11.2 Officers shall give prompt notification to the Head of Service of all new risk or any alterations which may affect existing insurances.
- 11.3 Officers shall inform the Head of Service promptly in writing of any events which may involve the Joint Committee in a claim.

**12. Risk**

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

**13. Internal Audit**

- 13.1 The Joint Committee shall approve a 3 year Internal Audit Strategy and annual plans.
- 13.2 The Head of Service will, in accordance with the above strategy and plan, arrange for the internal audit of accounts and internal assurance framework of the Joint Committee. Internal audit is currently undertaken by the Lead Authority's Internal Audit Department.
- 13.3 The Head of Service will ensure that Internal Auditors have right of access to such records and explanations as they require to complete the work undertaken.

13.4 Audit Reports will be presented to the Joint Committee.

**14. External Audit**

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

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

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

14.4 Audit Reports will be presented to the Joint Committee.

**15. Petty Cash**

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

**16. Gifts and Hospitality Register**

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

**17. Declaration of Interest**

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

**18. Anti-fraud, anti-corruption and whistleblowing**

18.1 Compliance with these financial regulations is supported by policies and procedures in respect of anti-fraud, anti-corruption and whistleblowing. Where staff have concerns in this respect, they should approach their Line Manager, the Head of Service or if they wish to speak to someone

external to the organization, they can contact the Audit Commission Whistleblowing Hotline on 0845 052 2646. The Head of Service will ensure that staff are aware of whom they contact both within and external to the organisation in these circumstances.

**19. Document Retention**

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

**20. Review**

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

**21 Financial Regulations – related documentation**

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

**22. Review and approvals**

21 September 2010  
28 September 2011  
26 June 2012

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

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**Date of Meeting:** 25<sup>th</sup> June 2013  
**Report of:** The Lead Officer on behalf of the Advisory Board  
**Subject/Title:** Draft Annual Return 2012/13

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### **1.0 Report Summary**

1.1 This report presents the draft annual return 2012/13 for approval

### **2.0 Recommendation**

2.1 That the Joint Committee:

- a) Notes the outturn position at 31 March 2013 at (Appendix 1)
- b) Approves the 2012/13 Annual Return (Appendix 2)
- c) Notes the internal audit report (Appendix 3)
- d) Notes the balance sheet (Appendix 4)
- e) Approves the Code of Corporate Governance (Appendix 5)

### **3.0 Reasons for Recommendations**

3.1 To finalise the accounts for 2012/13

### **4.0 Financial Implications**

4.1 Set out in the report

### **5.0 Legal Implications**

5.1 None

### **6.0 Risk Management**

6.1 The recharge arrangement provides for varying levels of appeals.

### **7.0 Background and Options**

7.1 The adjudication service is operated on a self-financing basis with income obtained from defraying expenses amongst member authorities.

7.2 At the meetings on 30<sup>th</sup> June 2006, the National Parking Adjudication Service Joint Committee (later replaced by the PATROL Adjudication Joint Committee) and Bus Lane Adjudication Service Joint Committee agreed that the adjudication service should, as far as possible, be provided in an integrated manner for both parking and bus lane appeals. This arrangement has

represented an opportunity for cost sharing and the provision of an efficient and cost effective service.

- 7.3 As in previous years, for 2012/13, the administration of the two joint committees' accounts has been kept to a minimum by allocating actual expenditure based on the number of appeals received from each type of enforcement.
- 7.4 Case related expenditure for Bus Lane Appeals has been based on a pro-rata cost per Bus Lane appeal (see below).
- 7.5 The recharge is based on the total PATROL expenditure for 2012/13 divided by the total number of parking and bus lane appeals during 2012/13. This cost per appeal is then multiplied by the number of bus lane appeals to obtain the recharge value.
- 7.6 The outturn position is shown at Appendix 1
- 7.7 The draft Annual Return is shown at Appendix 2. The Account Statement for 2012/13 has been prepared in accordance with the requirements of the Small Bodies Annual Return. The completion of the Small Bodies Annual Return removes the requirement for a full set of accounts however a Balance Sheet is provided for information at Appendix 4.
- 7.8 There is a requirement for a public notice for the rights of electors to inspect the accounts after the Joint Committee has approved them.
- 7.9 After consultation with the auditors, BDO, a programme in respect of accounts for the financial year 2012/13 has been agreed that meets these requirements and is set out below.

2012/13 Accounts and Audit Programme

<b>Stage</b>	<b>2012/13</b>
Display Notice	10 <sup>th</sup> June to 23 <sup>rd</sup> June 2013
Accounts submitted to BLASJC for approval	BLASjC meeting 25 <sup>th</sup> June 2013
Make records available	24 <sup>th</sup> June to 19 <sup>th</sup> July 2013
Submission of Annual Return and Supporting Documents to BDO	22 <sup>nd</sup> July 2013
Publication of audited accounts	By 30 <sup>th</sup> September 2013



## **8.0 Access to Information**

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

Name: Louise Hutchinson  
Designation: Head of Service  
Tel No: 01625 445566  
Email: [lhutchinson@patrol-uk.info](mailto:lhutchinson@patrol-uk.info)

## Appendix 1 Outturn 2012/13

	Apr '12 - Mar 13	Budget	£ Over Budget
<b>Income</b>			
Bus Lane Audit Adjustments	-2,349.75		
Bus Lane Income	343,051.17	475,618.00	-132,566.83
Contribution from Reserves	0.00	18,746.00	-18,746.00
<b>Total Income</b>	<b>340,701.42</b>	<b>494,364.00</b>	<b>-153,662.58</b>
<b>Expense</b>			
PATROL charges for adj services	344,078.93	484,843.00	-140,764.07
Service Management & Support	0.00	1,000.00	-1,000.00
Supplies & Services	1,151.00	2,475.20	-1,324.20
Audit	2,350.00	3,000.00	-650.00
<b>Total Expense</b>	<b>346,349.93</b>	<b>490,762.40</b>	<b>-144,412.47</b>
<b>Profit for the Year</b>	<b>-5,648.51</b>	<b>3,601.60</b>	<b>-9,250.11</b>

## Summary

- The service achieved income of £340,701 against a budget of £494,364 resulting in an adverse variance of £153,663
- Expenditure totalled £346,349 against a budget of £490,762 resulting in a positive variance of £144,412
- A surplus of £5,649 was achieved overall which will be added to the BLASJC reserve of £93,860 at 31<sup>st</sup> March 2012 resulting in a reserve of £99,509.

# Internal Audit Report

**PATROL - Annual Returns  
(Parking & Bus Lanes)**

**Tom Powell  
Corporate Services**

**Circulation List**

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**Report Status**

<b>Activity</b>	<b>Date</b>
Fieldwork Commenced	13 February 2013
Draft Report Issued	20 March 2013
Management Responses Requested by	3 April 2013
Management Responses Received	30 May 2013
Final Report Issued	13 June 2013

## **1 Introduction**

- 1.1 This report summarises the findings and conclusions from our review of the adequacy of internal controls and procedures in operation within the Parking and Traffic Regulations Outside London Adjudication Joint Committee (PATROL AJC) and Bus Lane AJC. The purpose of this work was to inform Section 4 of the Audit Commission Small Bodies in England Annual Returns for the year ended 31 March 2013.

## **2 Background**

- 2.1 The Traffic Penalty Tribunal is an independent tribunal where impartial lawyers consider appeals by motorists and vehicle owners whose vehicles have been issued with:
- Penalty Charge Notices (or have been removed or clamped) by Councils in England and Wales enforcing parking under the Traffic Management Act 2004.
  - Penalty Charge Notices by Councils in England undertaking civil bus lane enforcement under the Bus Lane Contraventions (Penalty Charges, Adjudication and Enforcement) (England) Regulations (2005 SI No 2757).
- 2.2 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 Enforcement Authorities are required to carry out this function through a Joint Committee which they are required to set up for this and related purposes. The PATROL AJC and Bus Lane AJC perform this function. In accordance with legislation and regulations, the constituent authorities of each Committee defray expenses in such a proportion as they may decide.
- 2.3 Under established reporting requirements separate annual returns were to be submitted for to both Parking and Bus Lanes.

## **3 Scope and Approach**

- 3.1 We reviewed the adequacy and effectiveness of the financial controls, risk management arrangements and management information in respect of 8 of the 10 internal control objectives detailed within Section 4 of the Audit Commission Annual Return document for 2012/13.
- 3.2 Our work did not include a review of the accounting statements and related records supporting the final accounts under control objective J. We did not consider this to be a key risk or indeed a function that should be discharged through Internal Audit. An opinion on the year end accounts is provided by the appointed auditor to PATROL AJC and we consider that any detailed testing of the accounts to support this opinion remains their responsibility.
- 3.3 The use of payment cards has meant that PATROL does not operate a petty cash imprest removing the need for additional controls over cash handling. Accordingly our work did not include a review of petty cash and related records under control objective F.

- 3.4 Whilst there is a separate Joint Committee for the Bus Lane Adjudication Service it does share a number of systems and processes with PATROL. As a consequence we considered Internal Audit work relating to PATROL could be used as a reasonable source of assurance. This work was designed to address the control objectives within the Annual Return and therefore provides some assurance in respect of the overall operation of financial and business systems.
- 3.5 Where independent systems and processes were in operation for Bus Lanes a review of relevant documents together with sample testing of transactions was completed.

#### **4 Findings**

4.1 We identified a number of positive areas of good practice in relation to the control and assurance mechanisms, including :

- All payments reviewed were clearly supported by invoices and retained in well structured files for easy identification.
- Purchase order requests have recently been introduced and will become mandatory from April.
- Clear segregation of duties in respect of procurement, expenses and bank reconciliations.
- A list of strategic partners where normal procurement procedures have been waived has been approved by PATROL AJC. A programme for periodic market testing has continued in order to demonstrate that value for money was being obtained.
- Based on sample testing for a number of constituent authorities we confirmed that income was calculated, invoiced and received correctly.
- Detailed working papers were maintained to enable the monitoring and projection of income.
- Payroll adjustments for leavers and amendments in salary for the period 2012/13 were accurate.
- The budget setting and monitoring process effectively incorporated information from budget holders and had been reviewed in a timely manner.
- Guidelines were in place for Adjudicator and Hearing Centre Supervisors fees and supporting document had been retained for all claims submitted.
- Clear evidence that organisational risks had been reviewed and reported to the Joint Committee regularly and that specific risks in relation to the change of Lead Authority and move to Wilmslow had been captured.
- The joint IT Inventory contained comprehensive notes including any known faults, previous problems and details of previous users equipment. The Inventory also contained clear details of disposals.

- 4.2 In addition to these findings we identified a number of areas where practices could be strengthened, either through improving existing arrangements for compliance or implementing revised controls. A small number of these had previously been raised with management and recommendations along with appropriate implementation dates agreed. Whilst individually we do not consider these sufficient to have an adverse effect on the Annual Return, in our opinion further work is required to ensure the exposure to risk in these areas is effectively managed moving forward.

Previous Recommendations

- the Guide to Staff Expenses should be reviewed and updated, to provide greater clarity and should be approved by the Joint Committee.
- Improved compliance with approved procurement practices, particularly in respect of goods being received.
- Better identification of the location of IT assets on the Asset Register.
- Completion of timely bank reconciliations.


New Areas for Improvement

- Retention of quotations in relation to the procurement process.
- Verification of travel costs or mileage claims in relation to the adjudicator and hearing centre supervisor claims.
- Repayment arrangements in relation to training agreements.

## **5 Conclusions**

- 5.1 In our opinion both the PATROL and Bus Lane Adjudication Joint Committees have achieved a satisfactory standard with regard to all eight control objectives examined. Whilst we identified a small number of areas where internal controls were assessed as requiring further development and improvement these were not considered sufficient to prevent the achievement of a satisfactory standard of control overall. We acknowledge that in some of these cases management were aware of the actions required to provide a more robust control environment.
- 5.2 The forthcoming change of host authority creates a number of challenges. In order to minimise the risks associated with this move it is important that the service continues to develop a robust transfer plan which includes both physical and service delivery aspects, as well as support arrangements to ensure business continuity during and following the transfer to the new host authority. At the time of the audit visit management were in the process of developing this and therefore it has not been possible to review or examine the content.
- 5.3 At Appendix 5 we have confirmed the results of the audit work as will be entered on the Annual Return.

## Appendix 1. Recommendations, Management Responses and Follow Up

	Recommendation	Risk	Original Management Response and Action Agreed	Findings from Audit Visit	Current Position
<b>Section B: The body's financial regulations have been met, payments were supported by invoices, expenditure was approved and VAT was appropriately accounted for.</b>					
1	<p>The Head of Service, in conjunction with the Finance Manager, should review the Staff Expense Guidelines to ensure they clearly set out the purpose of expenses, the key principles of what is and is not acceptable, and guidance in relation to making and processing claims.</p> <p>A basic format that could be used to support the development of the Guidance is attached in Appendix 3 setting out the key principles we expect should be considered.</p> <p>Once completed the revised guidelines should be presented to the PATROL and Bus Lanes AJC's Advisory Boards' for approval and then clearly communicated to all staff.</p>	<p style="text-align: center;"></p> <p>Moderate (Control)</p>	<p><b>Agreed:</b> Yes</p> <p><b>Action to be taken:</b> Review the Staff Expense ad Guidelines and revise where appropriate. Present for approval to the Advisory Board in September 2012.</p> <p><b>Additional Resources Required for Implementation:</b> N/A</p> <p><b>Responsible Officer:</b> Head of Service</p> <p><b>Target Date:</b> 30 September 2012</p>	<p>Discussion with the Finance Manager confirmed that the Staff Expense Guidelines had not been reviewed, however this was planned for April 2013.</p> <p>Based on sample tested we identified a small number of transactions that related to the purchase of goods/services, which should not in our opinion be claimed via expenses, namely</p> <ul style="list-style-type: none"> <li>• Home broadband for work use at home;</li> <li>• Flowers;</li> <li>• Livescribe Echo smart pens and A5 ruled notebooks.</li> </ul> <p>Management Update: The staff expense guidelines have been redrafted and will be presented for approval to the Advisory Board in June 2013</p>	<b>Outstanding.</b>




	Recommendation	Risk	Original Management Response and Action Agreed	Findings from Audit Visit	Current Position
2	<p>The Head of Service should remind staff of the purchasing process to be followed and assurance checks that should be carried out to ensure that procurement practice complies with PATROL's Financial Regulations.</p> <p>Particular emphasis should be made in respect of:</p> <ul style="list-style-type: none"> <li>ensuring purchase orders are raised to the value of goods or services to be ordered;</li> <li>purchase orders being authorised prior to the purchase being made; and</li> <li>evidence of satisfactory receipt of goods/services.</li> </ul>	<p>● Moderate (Compliance)</p>	<p><b>Agreed:</b> Yes</p> <p><b>Action to be taken:</b> Audit findings and recommendations to be presented to the Budget holders next meeting.</p> <p><b>Additional Resources Required for Implementation:</b> N/A</p> <p><b>Responsible Officer:</b> Head of Service</p> <p><b>Target Date:</b> 14 June 2012</p>	<p>Based on the sample testing undertaken including our review of purchases and supporting documentation we noted:</p> <ul style="list-style-type: none"> <li>4/21 purchases did not have confirmation that the goods or services had been received.</li> <li>1 order without a second (authorising) signature.</li> <li>Details in relation to a verbal order which had not been supported by a confirmation order in writing.</li> </ul> <p>Management Update: Audit findings and recommendations to be presented to the Budget holders next meeting in June 2013.</p>	<b>Outstanding</b>
<b>Section H: Assets and investment registers were complete, accurate and properly maintained.</b>					
3	<p>The Technology Manager should ensure the location of all items is clearly recorded within the IT Inventory to allow for easy identification e.g. items held in storage should be separately recorded from those in active use.</p>	<p>● Moderate (Compliance)</p>	<p><b>Agreed:</b> Yes</p> <p><b>Action to be taken:</b> Audit findings and recommendations to be communicated to the Technology Manager.</p> <p>Changes to the inventory will be considered as part of the</p>	<p>At the time of the audit visit the inventory had not been updated, however plans were in place for this to be completed in line with the agreed timescale to take account of the office move.</p> <p>Management Update:</p>	<b>Deadline Not Yet Reached</b>

	Recommendation	Risk	Original Management Response and Action Agreed	Findings from Audit Visit	Current Position
	The move to a new host authority and new offices provides an ideal opportunity to implement best practice. We suggest that the location of specific items should be linked to a desk plan to provide a clear detailed location for all items.		move following the change of host.  <b>Additional Resources Required for Implementation:</b> N/A <b>Responsible Officer:</b> Technology Manager <b>Target Date:</b> 31 March 2013	This will be completed by the end of June 2013.	
<b>Section I: Periodic and year- end bank account reconciliations were properly carried out.</b>					
4	The Finance Manager should ensure monthly reconciliations are completed in line with Financial Regulations.  The Head of Service should periodically check that bank reconciliations have been completed within the allotted timescale.	● Moderate (Compliance)	<b>Agreed:</b> Yes <b>Action to be taken:</b> Head of Service to document checking of bank reconciliations in accordance with the Financial Regulations time period.  <b>Additional Resources Required for Implementation:</b> N/A <b>Responsible Officer:</b> Head of Service <b>Target Date:</b> 31 July 2012	Bank reconciliations were carried out on a monthly basis; however they were not in line with the 30 days indicated in the financial regulations.  From our review of bank reconciliations we noted: <ul style="list-style-type: none"> <li>6/8 bank reconciliations completed outside 30 days statements for January had not been reconciled at the time of our visit.</li> </ul>	<b>Outstanding</b>

## Appendix 2: Detailed Findings Recommendations and Action Plan






	Matters Arising	Potential Risk Implications	Recommendations	Risk	Management Response and agreed actions
<b>Section B: The body's financial regulations have been met, payments were supported by invoices, expenditure was approved and VAT was appropriately accounted for.</b>					
1	<p>Financial Regulations required 3 written quotations be obtained in relation to any orders between £2k and £30k in value. Based on our sample of 14 purchases within this financial threshold we identified:</p> <ul style="list-style-type: none"> <li>one purchase where there was no record of quotations on file. The Finance Manager advised that the member of staff involved in this process was no longer in post and the information not located.</li> <li>one transaction involving a telephone procurement exercise in which three quotations had been entered onto a spreadsheet, but no written evidence to support the quotes retained.</li> <li>one transaction where two</li> </ul>	<p>The absence of appropriate documentation to support procurement exercises reduces managements ability to demonstrate that public funds are being utilised in an efficient manner and value for money has been obtained.</p>	<p>The Head of Service should remind staff of the need to ensure written quotations are retained for larger items of spend. Sample checks should be undertaken to ensure that procurement practice complies with approved Financial Regulations.</p>	<p style="text-align: center;">● Moderate (Compliance)</p>	<p><b>Agreed:</b> Yes</p> <p><b>Action to be taken:</b> Matters arising will be communicated to Budget Holders at next meeting and the importance of adhering to the financial regulations.</p> <p><b>Additional Resources Required for implementation:</b></p> <p><b>Responsible Officer:</b> Head of Service</p> <p><b>Target Date:</b> June 2013</p>

	Matters Arising	Potential Risk Implications	Recommendations	Risk	Management Response and agreed actions
	quotations were submitted to the budget holder and the 3 <sup>rd</sup> supplier approached declined to submit a quotation.				
<b>Section G: Salaries to employees and allowances to members were paid in accordance with body approvals, and PAYE and NI requirements were properly applied.</b>					
2	Whilst guidance in relation to the fees claimed by Adjudicators and Hearing Centre Supervisors was in place we considered these could be improved by including the need for journey details to be recorded to support mileage claims.	Without sufficient details to support the mileage claims there is an increased risk of inappropriate costs being incurred. This may result in an inaccurate calculation of employee or employer tax contributions.	The Finance Manager should consider developing the existing procedures to ensure that mileage claims submitted for Adjudicators and Hearing Centre Supervisors confirm the start/end locations for journeys undertaken along with distances incurred.	 Moderate (Control)	<b>Agreed:</b> Yes  <b>Action to be taken:</b> Proposals on how to implement the recommendations will be discussed at the Regional Adjudicators Meeting in June 2013  <b>Additional Resources Required for implementation:</b>  <b>Responsible Officer:</b> Head of Service  <b>Target Date:</b> June 2013

	Matters Arising	Potential Risk Implications	Recommendations	Risk	Management Response and agreed actions
3	<p>Whilst training agreements were in operation for officers completing further education /professional training, these contained no requirement for the repayment of fees should the employee:</p> <ul style="list-style-type: none"> <li>• leave the organisation within a short period of completing the qualification; or</li> <li>• fail to complete the course.</li> </ul>	<p>Without arrangements for the repayment of professional training fees there is a risk that the organisation incurs the costs associated with training staff without receiving sufficient benefit of increased skills or knowledge. Should officers subsequently leave the organisation this may result in additional training requirements for others at greater financial expense.</p>	<p>The Head of Service should consider revising the training agreement to include repayment requirements for professional training fees in the event that either:</p> <ul style="list-style-type: none"> <li>• staff leave the organisation within two years of obtaining a qualification.</li> <li>• Fail to complete a course.</li> </ul>	<p style="text-align: center;">● Minor (Control)</p>	<p><b>Agreed:</b> Yes</p> <p><b>Action to be taken:</b> An agreement and policy to be put in place.</p> <p><b>Additional Resources Required for implementation:</b></p> <p><b>Responsible Officer:</b> Head of Service</p> <p><b>Target Date:</b> Completed</p>

## Appendix 3. Basis of our opinion and level of assurance

Risk Type	Description
<b>Control</b>	There are areas for development and improvement in the design of the system of internal control.
<b>Compliance</b>	There is need to improve compliance with the existing system of internal control, processes or procedures

Risk	Assessment rationale
 E. Critical	Life threatening / multiple serious injuries or prolonged work place stress. Severe impact on morale and service performance. Intense political and media scrutiny i.e. national media coverage / prolonged local media coverage. Possible criminal, or high profile, civil action. Cessation of core activities, Strategies not consistent with government's agenda, trends show service is degraded. Failure of major Projects. Large increase on project budget/cost: (more than <b>15 to 30%</b> of the service budget). Statutory intervention triggered.
 D. Major	Serious injuries or stress requiring medical treatment with many workdays lost. Major impact on morale and performance. Scrutiny required by external agencies, external audit etc. Unfavourable national or prolonged local external media coverage. Noticeable impact on public opinion. Major impact on the effectiveness of governance for Patrol. Significant disruption of core activities / performance. Key targets missed, some services compromised. Senior Management action required. Major increase on project budget/cost: (more than <b>6 to 15%</b> of the service budget).
 C. Significant	Injuries or stress requiring some medical treatment with workdays lost. Some impact on morale and performance. Scrutiny likely to be exercised by external agencies, internal committees or internal audit to prevent escalation. Probable limited unfavourable local media coverage. Significant short-term disruption of service performance. Financial Regulations not complied with. Impact on the effectiveness of governance at the Service level. Significant increase on project budget/cost: (more than <b>3 to 6%</b> of the departmental budget). Handled within the team.
 B. Moderate	Injuries / stress requiring some medical treatment, potentially some workdays lost. Some impact on morale and performance. Additional scrutiny required by management and internal committees to prevent escalation. Possible limited unfavourable local media coverage. Short-term disruption of service performance. Financial Regulations occasionally not complied with. Minor impact on the effectiveness of governance or moderate impact at service level. Small increase on project budget/cost: (up to <b>3%</b> of the departmental budget). Handled within the team.
 A. Minor	Minor injuries or stress with no workdays lost or minimal medical treatment. No impact on staff morale Internal Review, unlikely to have impact on the corporate image. Minor errors in systems/operations or processes requiring action or minor delay without impact on overall schedule. Handled within normal day to day routines. Some impact on the effectiveness of governance at service level. Minimal financial loss – Minimal effect on project budget/cost: Negligible effect on total Budget or departmental budget).

## **Appendix 4. Key Principles of a Staff Expense Scheme**

### **1. Purpose**

Date of Scheme.

The purpose of expenses.

Overview of when to use expenses. (as opposed to other procurement method)

Overview of what is not an expense. (e.g. Procurement of Goods/Services/Travel.)

Overview of what is not appropriate (e.g. Gambling, Alcohol)

If decision is to use maximum limits when appropriate, then what these limits are (eg Subsistence).

Timescales for making claims

### **2. Role and Responsibilities**

A description of the roles and responsibilities for all those involved in Expense Claims, this could include:

- Claimant
- Line Manager
- Approver
- Finance Team

### **3. Management Assurance Processes**

The Claimant and Approvers responsibility for making appropriate claims, and an explanation of the action to be taken in the event of inappropriate or fraudulent claims.

The links between the Scheme and Code of Conduct or other appropriate policies.

How management will gain assurance over expense claims, and details of the process to be followed.

#### **4. Examples of Valid / Invalid Claims**

Examples of where it is and isn't appropriate to make claims, with details of why not and what alternatives there are.

*(HMRC often uses examples well e.g. guidance note 490 Employee Travel in respect of VAT implications of travel expenses. )*

#### **5. VAT**

Explanation of VAT implications for both Staff and PATROL Including the need for VAT returns as required.

#### **6. Submission of Claims**

How to claim Expenses - how to complete form and where to send it.

Role of Finance Team to reject and return incorrect or incomplete forms.

The requirement to provide receipts (where appropriate).

Timescales for making claims.

Approval Process.

#### **7. Payment of Staff Expenses**

Method of Payment.

Frequency of Payment.

#### **8. Copy of Claim Form**

Blank Copy of the Claim Form.



## Appendix 5. Summary of Results for the Annual Return 2012/13

Section	Objective	Agreed?		
		Yes	No	Not Covered
<b>A</b>	Appropriate accounting records have been kept properly throughout the year.	✓		
<b>B</b>	The body's financial regulations have been met, payments were supported by invoices, expenditure was approved and VAT was appropriately accounted for.	✓		
<b>C</b>	The body assessed the significant risks to achieving its objectives and reviewed the adequacy of arrangements to manage this.	✓		
<b>D</b>	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.	✓		
<b>E</b>	Expected income was fully received, based on correct prices, properly recorded and promptly banked; and VAT was appropriately accounted for.	✓		
<b>F</b>	Petty cash payments were properly supported by receipts, expenditure was approved and VAT appropriately accounted for.			✓
<b>G</b>	Salaries to employees and allowances to members were paid in accordance with body approvals, and PAYE and NI requirements were properly applied.	✓		
<b>H</b>	Asset and investments registers were complete and accurate and properly maintained.	✓		
<b>I</b>	Periodic and year-end bank account reconciliations were properly carried out.	✓		
<b>J</b>	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.			✓

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