



**Essex Countywide  
Traveller Committee Agreement 2012**

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**This Agreement** is made on the                    day of                    2012.

**Between:**

- (1) Basildon Borough Council; of The Basildon Centre, St Martins Square, Basildon, Essex; and**
- (2) Braintree District Council; of Causeway House, Bocking End, Braintree, Essex; and**
- (3) Brentwood Borough Council; of Town Hall, Ingrave Road, Brentwood, Essex; and**
- (4) Castle Point District Council; of Kiln Road, Thundersley, Benfleet, Essex; and**
- (5) Chelmsford City Council; of Civic Centre, Duke Street, Chelmsford, Essex; and**
- (6) Colchester Borough Council; of Rowan House, 33 Sheepen Road, Colchester, Essex; and**
- (7) Essex County Council; of County Hall, Chelmsford, Essex, CM1 1LX ('the Council'); and**
- (8) Essex County Fire and Rescue Service; Headquarters, Kelvedon Park, Rivenhall, Witham, Essex, CM8 3HB; and**
- (9) Harlow District Council; of Civic Offices, The Water Gardens, Harlow, Essex; and**
- (10) Maldon District Council; of Council Offices, Princes Road, Maldon, Essex; and**
- (11) Rochford District Council; of Council Offices, South Street, Rochford, Essex; and**
- (12) Tendring District Council; of Town Hall, Station Road, Clacton on Sea, Essex; and**
- (13) Thurrock Council; Civic Offices, New road, Grays, Essex. RM17 6SL; and**
- (14) Uttlesford District Council; of Council Offices, London Road, Saffron Waldon, Essex, CB11 4ER.**

**Together referred to as the "Partner Authorities"**

- (15) Mid Essex Primary Care Trust; [insert]; and**
- (16) North East Essex Primary Care Trust; [insert]; and**
- (17) South East Essex Primary Care Trust; [insert]; and**

(18) South West Essex Primary Care Trust; [insert]; and

(19) West Essex Primary Care Trust; [insert]; and

Together referred to as “the Trusts”

(20) Essex Police Authority; Essex Police Headquarters, PO Box 2, Springfield, Chelmsford, Essex, CM2 6DA (“the Police”).

Collectively known as “the Parties”.

## **BACKGROUND**

- (A) The Parties to this Agreement have agreed to establish and participate in joint arrangements to provide an operational unit to discharge their functions in respect of Traveller issues on the terms provided by this Agreement through the Essex Countywide Traveller Unit, managed by the Council.
- (B) The effective and efficient delivery of policy objectives will be achieved through the creation of an integrated service that works towards creating a sustainable environment throughout Essex in which the rights and responsibilities of both Travellers and the settled community are respected.
- (C) The overarching objective is to establish a sustainable service which will co-ordinate and, where appropriate, undertake or contract for, work relating to Traveller issues throughout Essex including: fire safety on sites, improving education outcomes, health and social care, management of local authority sites, unauthorised encampments and assist local planning authorities in managing unauthorised developments.

### **1. Definitions and Interpretation**

#### **1.1 In this Agreement;**

<b>“Act”</b>	means the Criminal Justice and Public Order Act 1994;
<b>“Annual Business Plan”</b>	means the document prepared in accordance with paragraph 22 which details the Joint Committees strategy, objectives, performance and forecast information;
<b>“Commencement Date”</b>	means the date set out in paragraph 3.1;
<b>“the Committee Member”</b>	means those members appointed to the Joint Committee in accordance with Paragraph 5.2;
<b>“the Council”</b>	means Essex County Council;
<b>“the ECTU”</b>	means the Essex Countywide Traveller Unit;

<b>“ECTU Budget Account”</b>	Means the account(s) provided for the Joint Committee as set out in paragraph 21.5
<b>“ECTU Clients”</b>	, means any other local authorities or public bodies within the meaning of the Local Authorities (Goods and Services) Act 1970 to whom the Joint Committee agree to provide the Functions and such other persons, authorities or other bodies including private organisations and businesses to whom the Joint Committee may from time to time agree to provide the Functions, subject to available resources;
<b>“Executive” and “Executive Member”</b>	have the same meaning as in the Local Government Act 2000;
<b>“the Functions”</b>	means those ECTU functions set out in Appendix 1 and such other related or ancillary functions as may from time to time be agreed by the Joint Committee to be included therein;
<b>“Gypsy”</b>	means the Housing Act 2004 definition namely "persons with a cultural tradition of nomadism or of living in a caravan; and all other persons of a nomadic habit of life, whatever their race or origin, including: (i) such persons who, on grounds only of their own or their family's or dependant's educational or health needs or old age, have ceased to travel temporarily or permanently; and (ii) members of an organised group of travelling showpeople or circus people (whether or not travelling together as such)."
<b>“Index”</b>	means the All Items Index of Retail Prices Index issued by the Office of National Statistics or any body upon which duties in connection with the compilation and maintenance of such Index shall have devolved;
<b>“Irish Traveller”</b>	Means those Irish Travellers with a distinct indigenous origin and were accepted as an ethnic group for race relations legislation in August 2000;
<b>“Joint Committee”</b>	means the Essex Countywide Traveller Committee;
<b>“the Operational Area”</b>	means all Joint Committee members landholdings/interests within the County of Essex, plus any other geographic area the Partner Authorities Executive Board may wish

	to include;
<b>“the Operational Group”</b>	means the management body for the Committee referred to in Paragraph 20.1 hereof comprising representatives of all partners;
<b>“the Operational Period”</b>	means the period set out in paragraph 3.1;
<b>“Partner Authorities”</b>	means: <ul style="list-style-type: none"> <li>(1) Basildon Borough Council;</li> <li>(2) Braintree District Council;</li> <li>(3) Brentwood Borough Council;</li> <li>(4) Castle Point District Council;</li> <li>(5) Chelmsford Borough Council;</li> <li>(6) Colchester Borough Council;</li> <li>(7) Essex County Council;</li> <li>(8) Essex County Fire and Rescue Service;</li> <li>(9) Harlow District Council;</li> <li>(10) Maldon District Council;</li> <li>(11) Rochford District Council;</li> <li>(12) Tendring District Council;</li> <li>(13) Thurrock Council;</li> <li>(14) Uttlesford District Council;</li> </ul>
<b>“Relevant Officer”</b>	Means an officer of the Trust or Police appointed in accordance with Paragraph 5.4 and 5.5;
<b>“Site”</b>	means those licensed sites owned, maintained and managed by the Council for the purposes of providing residence for Travellers who hold a valid license;
<b>“Substitute Member”</b>	means the person appointed in accordance with Paragraph 8.1;
<b>“Traveller(s)”</b>	This term is used in this document for clarity and includes Gypsies, Irish, Scottish and Welsh Travellers and new travellers.
<b>“Trusts”</b>	means: <ul style="list-style-type: none"> <li>(1) Mid Essex Primary Care Trust;</li> <li>(2) North East Essex Primary Care Trust; ;</li> <li>(3) South East Essex Primary Care Trust;</li> <li>(4) South West Essex Primary Care Trust;</li> <li>(5) West Essex Primary Care Trust;</li> </ul>
<b>“the Unit Manager”</b>	means the person identified in Appendix 2 and who will report to the Joint Committee on ECTU activities and who shall, subject as herein contained, have specific responsibilities for the

matters set out in Appendix 1;

- 1.2 In this Agreement, except where the context otherwise requires;
  - 1.2.1 the masculine includes the feminine and visa versa;
  - 1.2.2 the singular includes the plural and vice versa;
  - 1.2.3 save where stated to the contrary, any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to such document;
  - 1.2.4 a reference to any Paragraph, Clause, Sub-clause, Schedule, Appendix or Annex is, except where it is expressly stated to the contrary, a reference to such Paragraph, Clause, Sub-clause, Schedule, Appendix or Annex of this Agreement;
  - 1.2.5 subject to paragraph 41 (Assignments) references to a party to this Agreement include references to the successor or assigns (immediate or otherwise) of that party;
  - 1.2.6 the Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and a reference to this Agreement includes the Schedules.
  - 1.2.7 headings are for convenience of reference only and shall not affect the interpretation of this Agreement.
  - 1.2.8 Any reference to any enactment, order, regulation or other similar instrument, shall be construed as a reference to the enactment, order, regulation or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted.

## **2. The Joint Committee**

- 2.1 The Partner Authorities have agreed to form a Joint Committee to manage the ECTU in accordance with the provisions contained in sections 101 and 102 of the Local Government Act 1972, section 20 of the Local Government Act 2000, the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000 and The Local Authorities (Alternative Arrangements) (England) Regulations 2001 (as amended) and any other enabling legislation.
- 2.2 The Partner Authorities shall delegate to the Joint Committee the responsibility for the Functions within the Operational Area and the management of the same.
- 2.3 The Joint Committee shall operate under the name “Essex Countrywide Traveller Committee” (or such other name as may from time to time be decided on by the Joint Committee).



- 2.4 The Police shall, subject to paragraph 5.5, 7.7 and 21.1, be a party to the Joint Committee, but shall not be required to delegate to the Joint Committee any of their statutory functions exercisable in the management of Traveller encampments within the Operational Area, which shall be retained by them alone.
- 2.5 The Trusts shall, subject to paragraph 5.4, 7.5 and 21.1, be a party to the Joint Committee, in accordance with the provisions set out within the Agreement dated [insert date] as set out in Appendix 5.

### **3. The Term**

- 3.1 This Joint Committee shall be operational for a period of three years (“the Operational Period”) commencing on 1st October 2012 (“the Commencement Date”) unless the Operational Period is extended for an additional three years, in accordance with the provisions set out in paragraph 3.2 – 3.4.
- 3.2 The decision to extend the Operational Period shall be taken by either the Council or the Joint Committee not less than 6 months before the end of the Operational Period.
- 3.3 In circumstances where the decision has been taken by the Joint Committee, the Council’s consent must be obtained in writing to the proposed extension and shall be delivered to the Joint Committee not less than 6 months before the end of the Operational Period.
- 3.4 In circumstances where the decision has been taken by the Council, the Joint Committee’s consent must be obtained in writing to the proposed extension and shall be delivered to the Joint Committee not less than 6 months before the end of the Operational Period.

### **4. Service Level**

- 4.1 The vision and aim of the Joint Committee will be to provide a sustainable service that will result in a merging of services to provide a single, flexible enterprise providing services for a large group of Partner Authorities. It will be run from a central office, with potential outstations providing bases for local operations. There will be a common operating model, adopting best practices , innovation and easy decision-making.

### **5. Membership of the Joint Committee**

- 5.1 The Joint Committee shall consist of twenty members of the Partner Authorities, Trusts and Police, appointed by those authorities in accordance with this Section.
- 5.2 Subject to Paragraphs 5.3 and 5.6, each of the Partner Authorities shall appoint one of its Members to be a member of the Joint Committee (“Committee Member”).
- 5.3 The Partner Authorities shall each appoint no more than one Executive Member, except for Maldon District Council and Brentwood Borough

Council who shall appoint no more than one Member of the Policy Committee whose terms of reference includes Traveller issues.

- 5.4 The Trusts shall each appoint no more than one Relevant Officer of the Policy Committee whose responsibilities includes Traveller issues.
- 5.5 The Police shall appoint no more than one Relevant Officer whose responsibilities includes Traveller issues.
- 5.6 A person who is disqualified under Part 5 of the Local Government Act 1972 from being a Member of a Partner Authority shall be disqualified from membership of the Joint Committee.
- 5.7 Each Partner Authority, Trusts, and Police may change its appointed Committee Member or Relevant Officer at any time provided that written notice of any such change is given to the Clerk to the Joint Committee, taking effect upon receipt. Such written notice may be given by electronic mail.
- 5.8 Each Partner Authority Trusts and Police may send up to one appropriate officer to meetings of the Joint Committee (or any Sub-Committee) to support their Committee Member or Relevant Officer in attendance at that meeting.
- 5.9 For the avoidance of doubt decisions relating to the Functions concerning those borough and districts within the Operational Arera shall be taken by the Joint Committee only.
- 5.10 Each Partner Authority, Trusts and Police will identify a key contact who will be the first point of contact for communications regarding this Agreement and Functions relating to the Joint Committee and shall be identified in Appendix 2, this Appendix will be kept updated as changes occur.
- 5.11 Any administrative area within Essex, not forming part of the Joint Committee from 1 October 2012, may be joined as a member at a later date provided;
  - 5.11.1 all governance processes have been adhered to for the relevant authority;
  - 5.11.2 the Joint Committee agrees to their membership; and
  - 5.11.3 the authority's membership is on the basis of this Agreement, and shall not be varied, save for acknowledgement of the new membership, whose signatories shall form a new appendix and shall be signed by the Joint Committee.
- 5.12 A Member of any borough or district not party to this Agreement may be able to attend any meeting of the Joint Committee, or sub committee, provided consent to do so has been given by the Chairman of the Joint Committee and may take part in any discussions, but may not vote.

## **6. Tenure of office and casual vacancies**

- 6.1 A member of the Joint Committee will hold office until one of the following occurs;
- 6.1.1 they resign in writing and deliver such resignation to the Chairman of the Joint Committee, who shall forthwith notify such resignation to the Chief Executive of the relevant Partner Authority, Trusts or Police or to his nominating body;
  - 6.1.2 they are removed or replaced by the Partner Authority, Trusts or Police that appointed them;
  - 6.1.3 they are disqualified from membership of the Joint committee as they have failed to attend any meeting of the Joint Committee, or any meeting of a sub committee, for a continuing six month period, unless approved by the relevant Partner Authority, Trusts or Police, and communicated to the Clerk;
  - 6.1.4 they cease to be eligible for appointment to the Joint Committee in the capacity in which they were appointed; or
  - 6.1.5 the Partner Authority, Trusts or Police withdraws from the Joint Committee in accordance with the provisions set out in paragraph 36.
- 6.2. Such vacancies occurring under paragraph 6.1.1 – 6.1.4, shall be filled as soon as possible by the relevant Partner Authority, Trusts or Police which appointed the member to the Joint Committee whose membership has ceased.

## **7. Voting**

- 7.1 Each Partner Authority, subject to Paragraph 7.6 and 7.7 below, shall have one vote at a meeting of the Joint Committee or any sub-committee. Each Committee Member, if present, or the substitute member appointed in accordance with paragraph 8.1, at the meeting will cast the Partner Authority's vote.
- 7.2 Any question coming before the Joint Committee shall be decided by a simple majority of those present and voting.
- 7.3 All voting shall be by a show of hands, unless recorded votes have been requested by any Committee Member, and any member shall have the right to have the way he voted (or abstained) recorded in the minutes.
- 7.4 In the case of an equality of votes the Chairman or in his absence the Vice Chairman, or the person presiding over the meeting in their absence, shall have the casting vote.
- 7.5 A member of any borough or district attending a meeting of the Joint Committee or sub committee in accordance with Paragraph 5.12 above shall not be entitled to vote on any issues before the Joint Committee or sub committee.

7.6 The Relevant Officer of the Trusts attending a meeting of the Joint Committee or sub committee in accordance with Paragraph 5.4 above shall not be entitled to vote on any issues before the Joint Committee or sub committee.

7.7 The Relevant Officer of the Police attending a meeting of the Joint Committee or sub committee in accordance with Paragraph 5.5 above shall not be entitled to vote on any issues before the Joint Committee or sub committee.

## **8. Substitute Members**

8.1 A Partner Authority may appoint another Executive Member or Member of the Policy Committee of the same Authority and the Trusts and Police may appoint another Relevant Officer (subject to paragraph 5.4 and 5.5), to be a substitute member ("Substitute Member") and attend a meeting of the Joint Committee in the absence of the Member or Relevant Officer appointed under paragraph 5.1.

8.2 In such circumstances that member shall give the Clerk written notice not later than thirty minutes before the start of the meeting on the day advising that they are unable to attend and that the Substitute Member or Relevant Officer named in the notice will attend in their place.

## **9. Chairman and Vice Chairman of the Joint Committee**

9.1 The Joint Committee shall at its annual meeting appoint a Chairman who shall be a member of the Joint Committee, who shall, unless Paragraph 6 applies, remain in office until his successor is appointed.

9.2 The Joint Committee shall at its annual meeting appoint a Vice Chairman, who shall, unless Paragraph 6 applies, remain in office until his successor is appointed.

9.3 For the avoidance of doubt the Chairman and Vice Chairman of the Joint Committee shall not be a Relevant Officer of either the Trusts or Police.

## **10. Functions of the Joint Committee**

10.1 The Joint Committee shall exercise the Functions set out in Appendix 1. For the avoidance of doubt, the Council shall be responsible for the Functions in the first instance, unless a Partner Authority, Trust or Police notifies the Unit Manager in writing that they shall be managing the Function in respect of a particular unauthorised encampment, in accordance with the process set out in Appendix 1a.

10.2 Any Sub Committee established by any of the individual Partner Authorities may not exercise any of the Functions.

10.3 The Joint Committee may perform such other functions as the Partner Authorities and Trusts may from time to time delegate to the Joint Committee with the written agreement of the Joint Committee.

- 10.4 The Joint Committee is authorised to delegate the exercising of any of its Functions to the Council, who shall be responsible for the delivery of the ECTU in accordance with Paragraph 11.1.
- 10.5 This Agreement is without prejudice to each Partner Authorities' and Trusts other powers and responsibilities for their respective areas and each Partner Authority and Trusts agrees that it will not exercise the Function of the Joint Committee except:
- 10.5.1 Via the Joint Committee;
- 10.5.2 Via powers delegated to an officer by the Joint Committee; or
- 10.5.3 After consulting the other Partner Authorities.
- 10.5.4 After notification that they wish to manage and enforce an unauthorised encampment in accordance with Paragraph 10.1.
- 10.6 Where notification is received, the Partner Authorities agree to follow the enforcement process set out in Appendix 1a and to use the standard templates contained within Appendix 1b.
- 10.7 For the avoidance of doubt this Agreement shall not relate to the management of travelling showman, who remain the responsibility of the respective Partner Authorities, Trusts and Police.

## **11. The Council**

- 11.1 The Council, via its Unit Manager and staff shall deliver all aspects of the Functions, including but not limited too;
- 11.1.1 Control and administrator the operation of the provisions of this Agreement;
- 11.1.2 Be empowered to manage and control the day to day operation of the Functions of the ECTU;
- 11.1.3 Be responsible for the management, control and discipline of the Employees, and any secondees;
- 11.1.4 shall be responsible in respect of all matters of policy and performance management to the Operational Group, as defined in Paragraph 20.1;
- 11.1.5 discharge the Joint Committees responsibilities in relation to health and safety, and welfare legislation;
- 11.1.6 investigate complaints about the operational functions of the Joint Committee; and
- 11.1.7 Handle and respond to Freedom of Information Act and Environmental Information Regulation requests concerning the overall functions and decisions relating to Traveller issues.

11.2 The Council acknowledge that any seconded police officer shall be subject to police discipline regulations in formal procedure terms and shall be dealt with by the police professional standards department.

## **12. The Partner Authorities**

12.1 The Partner Authorities agree;

12.1.1 any intellectual property created by or on behalf of the Joint Committee, shall be permitted to be used by the Council for the management and running of the ECTU, but for the avoidance of doubt shall remain with the respective Partner Authority;

12.1.2 upon receipt of a request under the Freedom of Information Act and Environmental Information Regulations which relate to the functions of the Joint Committee or requests for information regarding Traveller services, shall notify and cooperate with the Council as soon as possible;

12.1.3 to provide reasonable facilities within their respective areas (if so required by the Council on behalf of the Joint Committee) for the essential use by staff employed on behalf of the Joint Committee to enable them to perform their duties (including welfare and IT facilities) without any charge over and above the annual contribution, which will be reviewed annually as part of the Annual Business Plan.

12.2 The Partner Authorities will not have direct access to back office staff (except recourse to the Council for telephone advice if necessary).

## **13. Level of Joint Committee Decision Making**

13.1 The Joint Committee will be responsible for;

13.1.1 overseeing the provision of the baseline services contained in Appendix 1;

13.1.2 agreeing future Annual Business Plans for the Joint Committee;

13.1.3 agreeing all new, or revised, strategies and processes for the implementation of the Partner Authorities', Trusts and Police policies (such as enforcement);

13.1.4 agreeing the level of service provision through the annual budget setting process and as set out in this Agreement;

13.1.5 annually agreeing the level of fees and charges pertaining to the Joint Committee (to be proposed to each Partner Authority's, Trust and Police appropriate decision-making body for final approval as appropriate);

- 13.1.6 agreeing an annual budget proposal to be submitted to each Partner Authority's, Trust and Police appropriate decision making body for final approval;
  - 13.1.7 making decisions relating to the use of funding of end of year deficits and surpluses; and
  - 13.1.8 approving an Annual Report to be made available to the Partner Authorities, Trusts and Police.
- 13.2 The Joint Committee may not delegate the functions referred to in paragraph 13.1;
- 13.3 The Joint Committee will not have responsibility for staffing decisions but the Partner Authorities agree that the appointment of a replacement for the Unit Manager will be carried out in consultation between all Partner Authorities and an officer from each of the Partner Authorities shall be invited to take part in the recruitment process if they choose to do so.
- 13.4 Operational details will be delegated by the Joint Committee to the Unit Manager or a nominated deputy as set out in this Agreement and the Annual Business Plan as a framework within which operational implementation and decisions will be taken as appropriate by the Unit Manager or a nominated deputy.

#### **14. Operational Matters**

- 14.1 The Joint Committee, or the ECTU will not be able to direct secondees to the ECTU from the Police to do anything that relates to police or health activities respectively against their advice, or which conflicts with their respective powers and duties.
- 14.2 The Joint Committee, or the ECTU will not have the authority to insist that powers under Section 61 of the Act are exercised by the Police. However, the ECTU may refer any matter to the Police for consideration as to whether such powers are utilised. In deciding whether to exercise the powers under Section 61 of the Act, the Police shall have regard to their 'Unauthorised Encampments Policy' at all times.

#### **15. Contracts**

- 15.1 The Council shall (unless otherwise agreed) be responsible for entering into any contracts on behalf of the Joint Committee provided that they have been entered into in accordance with procedures and on terms agreed by the Joint Committee.
- 15.2 Every contract for the supply of goods and services to the Joint Committee shall comply with the Financial and Contract Procedure Rules of the Council and all such contracts shall be in the name of the Council.

#### **16. Meetings of the Joint Committee**

- 16.1 The first meeting of the Joint Committee shall be the annual meeting for the year and thereafter the first meeting held after 1 April in any year shall be the annual meeting.
- 16.2 The Joint Committee shall meet at least two times in each financial year save and except that;
  - 16.2.1 the Chairman may in his discretion cancel any meeting if in his opinion there is insufficient business to be transacted; or
  - 16.2.2 a meeting may be convened at any time on the requisition of the Chairman or not less than three members of the Joint Committee delivered in writing to the Council.
- 16.3 The dates for the meetings in any year shall be agreed at the annual meeting of the Joint Committee.
- 16.4 Meetings of the Joint Committee shall, wherever possible alternate between venues in each Partner Authorities administrative areas.
- 16.5 The Council shall ensure that a printed copy of the agenda for each meeting, any relevant reports and the minutes of the previous meeting shall be despatched by the Clerk to the Joint Committee, at least five clear days before such meeting to each Committee Member and Relevant Officer, excepting that other items of urgent business may be considered with the agreement of the Chairman, at the end of business at any meetings.
- 16.6 At the same time, such papers will also be despatched to all relevant parties as notified to the Clerk to the Joint Committee from time to time.
- 16.7 The agenda shall contain notice of all business, except urgent business, which is required to be brought before the Joint Committee either in the ordinary course of business, or which is brought by the Chairman, the Vice-Chairman or the Clerk to the Joint Committee.
- 16.8 Meetings of the Joint Committee will be open to the public and press except where the Joint Committee resolves that the press and public be excluded (which may only be during consideration of items containing confidential or exempt information within the meaning of Schedule 12A of the Act). Each meeting will have a public question time of not exceeding 15 minutes in which members of the public may ask questions or make statements on a matter within the remit of the Joint Committee.
- 16.9 In addition to Paragraph 5.12, the Chairman in consultation with the Vice Chairman or a Partner Authority may invite any person to attend a meeting of the Joint Committee for the purpose of making a presentation, or participating in discussion, on any item relevant to the Joint Committee's functions where that person is able to provide a professional or commercial viewpoint, which the Chairman or the Partner Authority considers would be of assistance to the Joint Committee.



## **17. Quorum**

- 17.1 The Quorum for meetings of the Joint Committee is 8 Committee Members present.

## **18. Minutes**

- 18.1 The minutes of the meeting shall be recorded as an accurate account of the meeting and circulated to all Committee Members of the Joint Committee, and shall be reviewed at the next available meeting, signed by the Chairman or in his absence the Vice Chairman or the person presiding over the meeting in their absence, confirming that they are an accurate account of that meeting.

- 18.2 Minutes of the Joint Committee shall (subject to the provisions of Paragraph 16.8) be available to the public and press as though they were minutes of a meeting of a Partner Authority.

## **19. Support**

- 19.1 The Clerk to the Joint Committee shall be appointed by the Council or otherwise as agreed from time to time by the Joint Committee, and shall be the Unit Manager.

- 19.2 The functions and responsibilities of the Clerk to the Joint Committee shall be as follows;

- 19.2.1 to make all necessary arrangements for the convening of meetings of the Joint Committee and any Sub-Committees;

- 19.2.2 to provide, or where necessary, procure the provision of, all necessary advice on the technical, legal and financial implications of matters under consideration by the Joint Committee or relevant to the Joint Committee's functions;

- 19.2.3 to bring to the attention of the Joint Committee matters which are relevant to the Joint Committee's functions and which merit consideration by the Joint Committee;

- 19.2.4 to arrange for the taking and maintenance of the minutes of meetings, and circulate the agendas, notices and other communications to all members of the Joint Committee and any sub-committees and any other as notified, and ensure that the business of the Joint Committee at its meetings are conducted in accordance with legal requirements; and

- 19.2.5 to manage and co-ordinate the day-to-day affairs of the Joint Committee and its administrative support.

- 19.3 The business address for all communications relating to the administration of the Joint Committee's affairs shall be the Council's address as set out in Appendix 2.

- 19.4 The Joint Committee will keep the appointment under review and may from time to time make a new appointment having regard to the geographical area that it covers and to the interests of economy, efficiency and effectiveness.
- 19.5 The Clerk appointed under Paragraph 19.1 for the time being providing such support will discharge the proper officer functions under the Act that relates to the meetings of the Joint Committee.
- 19.6 The Partner Authorities, Trusts and Police agree that reasonable costs incurred as a result of providing the Clerk's support shall be payable from the ECTU Budget Account.

**20. Sub Committees**

- 20.1 The Joint Committee may appoint such sub committees as it considers appropriate to;
  - 20.1.1 exercise such functions as may be delegated to it by the Joint Committee and
  - 20.1.2 advise the Joint Committee in the discharge of its Functions,

save and except that the Joint Committee may not delegate to any sub committee the approval of the Joint Committees budget or Annual Business Plan or the fixing of the annual contributions by the Partner Authorities, Trust and Police.

- 20.2 The Joint Committee will determine the membership and terms of reference of the sub committee, and the quorum for its meetings, when it is appointed.
- 20.3 If the Joint Committee appoints more than one sub committee to exercise one or more of its functions then it shall ensure that the Partner Authorities allocate particular matters to a sub committee first on the basis of the availability of the members required to constitute the sub committee and thereafter by rotation, and summons meetings accordingly.
- 20.4 The sub committee will exist only as a sub committee for the purpose of providing advice to the Joint Committee. The Joint Committee will consider the advice of the sub committee before making decisions.

**21. Operational Group**

- 21.1 The Joint Committee may appoint such operational groups ("the Operational Group") as it considers appropriate to;
  - 21.1.1 consider the day to day issues concerning the Functions;
  - 21.1.2 responsible for the Key Performance Indicators; and
  - 21.1.3 advise the Joint Committee in the discharge of its Functions,

save and except that the Joint Committee may not delegate to the Operational Group the approval of the Joint Committees budget or Annual

Business Plan or the fixing of the annual contributions by the Partner Authorities, Trust and Police.

21.2 The Operational Group will consist of members from each Partner Authority and its terms of reference shall be approved by the Joint Committee.

21.3 The Operational Group will exist only as an Operational Group for the purpose of providing advice to the Joint Committee. The Joint Committee will consider the advice of the Operational Group before making decisions.

## **22. Finance Arrangements**

22.1 In consideration of the costs of providing the ECTU the Partner Authorities, Trusts and Police shall contribute to the cost and expense of the same in contributions listed against them in Appendix 3 being initially in respect of the period from the 1 October 2012 to 30 September 2015.

22.2 The Council shall invoice each Partner Authority, Trusts and Police six months in advance. The first invoice shall be raised within 30 days of the Commencement Date and thereafter shall be issued in April and October each year.

22.3 Payments made in accordance with Paragraph 21.1 thereafter shall be such annual sums as represent the amount shown in Appendix 3 increased or reduced following the review of Joint Committee finances by the Joint Committee. This will be guided by any percentage increase or decrease in the Index and any changes in costs specific to the ECTU since the previous anniversary of the Commencement Date. If this Agreement shall continue after 30 September 2015 the contributions shall thereafter be a matter for further agreement between the Partner Authorities, Trusts and Police.

22.3 The discharge of the Functions on behalf of ECTU Clients and the provision of services to ECTU Clients shall be on the basis of service level agreements entered into between the Council on behalf of the Joint Committee and any ECTU Client and shall be annexed to this Agreement upon completion.

22.4 The fees and charges to be incorporated in the said service level agreements shall be in accordance with a scale or scales to be set by the Joint Committee for each financial year or any approved variation or amendment thereof.

22.5 The Council shall maintain a ring fenced cost centre within its general fund for the balances for the Joint Committee ("the ECTU Budget Account")

## **23. Annual Business Plan**

23.1 Following approval of the detail and allocation of its budget in each year by the Joint Committee, a Annual Business plan will be prepared by the

Council and submitted to the Joint Committee not later than three months after the end of each financial year for approval, which will set out how resources (including reserves) will be managed and distributed by the Joint Committee.

## **24. Financial Statements**

24.1 Financial statements of the Joint Committee shall be submitted to a meeting of the Joint Committee for approval not later than three months after the end of each financial year. Unless otherwise resolved by the Joint Committee, the Joint Committee financial year-end shall be 31<sup>st</sup> March.

## **25. Audit**

25.1 The Partner Authorities, Trusts and Police agree that any costs incurred by the Joint Committee by any audit required by the Audit Commission or any replacement body in relation to the accounting records and accounts of the Joint Committee shall be payable from the ECTU Budget Account.

25.2 The statutory date for the approval of the audited annual returns at the date of this Agreement is no later than the 30 September each year or the date the external auditors are required by law to produce a separate audit certificate in relation to the accounts of the Joint Committee. A meeting of the Joint Committee will be held in September to approve the ECTU Budget Accounts.

25.3 Internal Audit requirements shall be determined by the Council.

## **26. Monitoring and Assessment**

26.1 The Joint Committee will be responsible for monitoring and assessing in terms of its:

26.1.1 general strategic performance as measured by a range of indicators as the Partner Authorities may agree from time to time including but not limited to, financial performance, income, national indicators, customer satisfaction levels, funding leverage and key achievements;

26.1.2 performance in carrying out this Agreement; and

26.1.3 progress in fulfilling the Annual Business Plan.

26.2 The Joint Committee will receive presentations and progress reports on key issues and notable projects from the Unit Manager.

26.3 The Joint Committee will issue an Annual Report of its activities, finances and performance to the Partner Authorities and other appropriate parties. The Joint Committee may decide to publish the report.

## **27. Scrutiny Arrangements**

- 27.1 The decisions made by (and, for the avoidance of doubt, not mere recommendations of) the Joint Committee may be subject to the individual scrutiny arrangements of each Partner Authority operating under executive arrangements.
- 27.2 Decisions or actions of the Joint Committee shall be notified to all those to whom the papers etc are despatched in accordance with Paragraph 16.5 within seven working days of the decision being reached or the actions being taken, as the case may be.
- 27.3 Committee Members and their officer advisers shall fully co-operate with the relevant scrutiny committee of any of the Partner Authorities and shall, where requested, attend any meeting of any relevant scrutiny committee.

## **28. Call in**

- 28.1 The provisions set out in Paragraph 27.2 – 27.14 shall apply to all relevant Partner Authorities with executive responsibility for the function to which the decision or action relates.
- 28.2 Those Functions delegated to the Joint Committee under paragraph 2.2 remain part of each Partner Authorities executive function, to which each Partner Authority shall apply paragraph 27.3 – 27.14 to decisions taken by their appointed members.
- 28.3 Any decision or other action taken of the Joint Committee may be called in for scrutiny by Members of any Partner Authority operating under executive arrangements. A decision is called in by Members of such a Partner Authority in the same way in which they would call in a decision of each Partner Authority's Executive or Committee except that;
- 28.1.1 decision or other action taken may not be called-in after 5pm on the 5th working day after the date upon which the decision is published; and
- 28.1.2 a call in of such a decision or other action taken may only be made if the decision or other action taken affects that Partner Authority whose membership wishes to call in the decision or action.
- 28.4 Once a decision or other action taken has been called in it may not be implemented until the scrutiny arrangements of the relevant Partner Authority whose membership has called in the decision or action has been completed. Where a relevant Scrutiny Committee (or full Council) makes recommendations to the Joint Committee, the Joint Committee shall arrange for the decision or action to be reconsidered in the light of comments made by the relevant Scrutiny Committee (or full Council) and the final decision or action of the Joint Committee shall not be subject to call in.
- 28.5 The call-in procedure set out in paragraph 27.1 shall not apply where the decision or action being taken by the Joint Committee is certified by the Joint Committee as urgent. (A decision will be deemed to be urgent if any delay likely to be caused by the call in procedure would prejudice the

Joint Committee, the public's or a third party's interests or the decision relates to the commencement of a statutory consultation process).

- 28.6 A Scrutiny Committee of a Partner Authority must notify the Joint committee if it includes in its work programme any aspect of policy development or review relating to the work or functions of the Joint Committee.
- 28.7 Where a Scrutiny Committee of a Partner Authority has formed recommendations on proposals for policy development as referred to in paragraph 27.6, a Scrutiny Committee shall prepare a formal report and submit it for consideration by the Joint Committee.
- 28.8 The Joint committee shall consider the report of a Scrutiny Committee within fifteen working days of it being submitted to the Clerk to the Joint committee and shall issue a formal response to such a report.
- 28.9 Where any Partner Authority member or officer is required to attend a Scrutiny Committee, the Chairman of that Committee will inform the Monitoring Officer (or Chief Executive as appropriate) of their own authority.
- 28.10 That Monitoring Officer (or Chief Executive as appropriate) shall inform the Partner Authority Member or officer in writing giving at least ten working days notice of the meeting at which he is required to attend, such notice to state the nature of the item on which he is required to attend to give account and whether any papers are required to be produced for the Scrutiny Committee.
- 28.11 Where the account to be given to the Scrutiny Committee will require the production of a report, the Partner Authority member or officer concerned will be given sufficient notice to allow for preparation of that documentation.
- 28.12 Where in exceptional circumstances, the Partner Authority Member or officer is unable to attend on the required date, the Scrutiny Committee shall in consultation with the Partner Authority Member or officer arrange an alternative date for attendance which shall be as soon as practicable in relation to the original date specified.
- 28.13 If, having considered the decision or action, a Scrutiny Committee remains concerned about it, then it may refer it back to the Joint Committee for reconsideration, setting out in writing the nature of its concerns. If referred back to the Joint Committee for reconsideration the Joint Committee will have a further seven working days to consider whether to amend the original decision or revise the original action taken before reaching a final decision or taking final action.
- 28.14 The operation of the provisions relating to call-in and urgency shall be monitored annually by the Clerk to the Joint Committee, and a report to the Joint Committee with proposals for review if necessary.

## **29. Conduct and expenses of Members**

- 29.1 All Committee Members shall observe at all times the provisions of the Code of Conduct adopted by their respective authorities.
- 29.2 Each Partner Authority, Trusts and Police shall be responsible for meeting any expenses to which any Committee Member or officer appointed by them or Relevant Officer, as its representative, is entitled as a result of their attendance at meetings of the Joint Committee.

### **30. Liability of Committee Members**

- 30.1 Committee Members appointed by each of the Partner Authorities shall have the same responsibilities and liabilities as those which apply when sitting on other committees and bodies as appointed representative on behalf of their respective authorities.
- 30.2 Where any contractual arrangements are authorised by the Joint Committee, any liabilities arising under those arrangements will be met by the relevant Partner Authority.
- 30.3 Indemnification for any liabilities which arise shall be resolved as a matter between the Committee Member and their respective authority.

### **31. Expenses of the Joint Committee**

- 31.1 The expenses of the Joint Committee incurred in the discharge of the Functions (except the costs associated with the Clerks duties covered in paragraph 19) will be paid by the Council and by any Partner Authority whose Monitoring Officer has dealt with or exercised their functions in relation to such matters.
- 31.2 The other Partner Authorities will make payments to the Partner Authority that has incurred expenses under paragraph 31.1, to pay them in such proportions as the Partner Authorities shall all agree or in the case of disagreement as shall be determined by a single arbitrator agreed on by the Partner Authorities, or, in default of agreement, appointed by the Secretary of State.
- 31.3 In determining the allocation of expenses the Partner Authorities or any arbitrator appointed under paragraph 31.2 will have regard to the following principles:
- 31.3.1 the nature and purpose of the expense;
- 31.3.2 whether such expense relates to a particular district or borough; and
- 31.3.3 whether the agreement of the Joint committee was given to the incurring of such an expense.

### **32. Employees**

- 32.1 The parties agree that the provisions of this Agreement do not constitute a "relevant transfer" for the purposes of TUPE and that the contracts of

employment of any employees with the Partner Authorities, Trusts or Police, and their rights, powers, duties and liabilities under or in connection with such contracts of employment shall not be transferred to the Council under TUPE at the Commencement Date.

32.3 In respect of any persons being seconded to the Council or the Joint Committee it is hereby agreed that:

32.3.1 The employment or office holding status (as appropriate) of such persons shall be unaffected by the secondment; and

32.3.2 Working patterns and any flexible working hour's arrangements will be discussed and agreed between such persons and the Council. In case of sickness absence such person will notify the Council and will also follow their normal procedures (where different).

32.3.3 Any medical certificates will be sent to the Partner Authority providing the secondee who will continue to pay the salary of such a person.

### **33. Insurance**

33.1 The Council shall ensure that they hold adequate insurance in respect of any liability of a kind normally insured against arising from the discharge of the Functions for the duration of this Agreement and for a period of six years after termination of this Agreement.

33.2 The Council shall produce copies of the policies of insurance to any of the other Partner Authority at their request.

33.3 The Council shall meet the cost of the premiums in respect of the relevant insurance policies as part of the Support Services (as set out in paragraph 19).

### **34. Litigation**

34.1 The Council shall promptly give notice to the other Partner Authorities, Trusts and Police in the event that it becomes aware that any proceedings have been brought or are reasonably likely to be brought against the ECTU.

### **35 Variation**

35.1 Any future amendments to this Agreement will be put before a meeting of the appropriate decision making body of each of the Partner Authorities , Trusts and Police and will be adopted by each Partner Authority, Trusts and Police committing that authority to membership of the Joint Committee and to the terms and conditions of this Agreement.

### **36. Termination**

36.1 After commencement, a minimum of one year's notice in writing is given by any of the Partner Authorities, Trusts and Police to the Unit Manager for the time being and to the Chief Executive or other nominated Officer of



each other Partner Authority, Trusts and Police of the intention of that Partner Authority, Trusts and Police to terminate their membership of the Joint Committee, whereon their membership will thereon cease but the Joint Committee shall continue unaffected in respect of those authorities which remain a member

36.2 Any costs directly resulting from the termination of membership of the Joint Committee by any one Partner Authority, Trusts and Police including the costs of redundancy of any Employees, disposal of equipment and other associated costs shall be borne by that Partner Authority, Trusts and Police. Upon receipt of a notice of intention to withdraw from the Joint Committee as provided for in Paragraph 36.1 above the Partner Authorities remaining in the Joint Committee shall reasonably endeavour to mitigate such costs

36.3 In the event of all the Partner Authorities agreeing to terminate this Agreement or not renewing this Agreement all the Partner Authorities shall use their best endeavours to redeploy the Employees employed at that time on behalf of the ECTU by the Council having regard so far as practical to the following considerations:

36.3.1 The initial number of Employees of each such Partner Authority, Trusts and Police;

36.3.2 The continuing need for the performance of work relating to Travellers and Gypsies;

36.3.3 The special needs of the Partner Authorities, Trusts and Police in terms of service skills in the performance of the Functions

36.3.4 The residence and travel to work arrangements of the Employees concerned

36.4 In the event of one or all the Partner Authorities agreeing to terminate or not renewing this Agreement the vacating Partner Authority hereby agree that any costs, disposal of equipment or other is done on the following basis:

36.4.1 Costs shall be shared by all the Partner Authorities in the proportions as set opposite that Partner Authorities name in Appendix 3;

36.4.2 Any proceeds after deducting all outstanding costs and liabilities shall be shared by the Partner Authorities in the proportions as set opposite that Partner Authorities name in Appendix 3

36.4.3 Redundancy costs of staff shall be shared proportional with the vacating Partner Authority amongst all partners (with the exception of Essex Police) in the proportions as set opposite that Partner Authorities name in Appendix 3 and redundancy costs of non-local authority persons will remain the responsibility of the responsible Partner Authority, Trust or Police.

- 36.5 This Agreement shall terminate in respect of a Partner Authorities, Trusts and Police who commits a material breach of this Agreement, which is incapable of remedy and is otherwise not remedied within 30 days of the Partner Authorities, Trusts or Police committing the breach having been served with notice signed by the other Partner Authorities specifying the breach and requiring its remedy.
- 36.6 The Partner Authorities acknowledge that the Police is subject to unique statutory duties and obligations, which cannot be compromised or otherwise affected by this Agreement. Therefore the Police reserves the right to terminate this Agreement at any time upon written notice to the Council. For the avoidance of doubt, termination by the Police shall not affect the continuation of this Agreement by the remaining Partner Authorities and Trusts.
- 36.7 Subject to Paragraph 36.8 upon termination of this agreement by any Partner Authority, that member will cease to be bound by the obligations or entitled to the benefits of this agreement.
- 36.8 Paragraphs 4.2, 11, 13, 14, and 16.1 shall continue to apply to a Partner Authority following termination of this Agreement except that the indemnity paragraph 13.1 will only apply in respect of any losses, costs, claims, actions, proceedings, expenses or liabilities incurred whilst the Partner Authority was a member of the Joint Committee and not thereafter.

### **37. Arbitration**

- 37.1 Any dispute or difference shall be first referred to a meeting of each of the Partner Authorities involved in the dispute. The Partner Authorities agree to discuss and, in good faith, attempt to resolve any such dispute or difference in accordance with the spirit of partnership working. In the event that the relevant Partner Authorities are unable to resolve the dispute then the matter shall be referred to the Chief Executives of each of the Partner Authority involved in the dispute who shall try to resolve the dispute by agreement.
- 37.2 Subject as provided by Section 103 of the Local Government Act 1972 any question, dispute or difference in relation to any matter in connection with this Agreement which may occur between the Partner Authorities or any of them or between the Joint Committee and any of the Partner Authorities shall be referred to a single arbitrator to be appointed by agreement between the parties in dispute or in default of such agreement within 14 days to be nominated by the President of the time being of the British Chartered Institute of Arbitrators in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof.
- 37.3 This Agreement shall be governed by and construed in accordance with the law of England and Wales.

### **38. Sharing of information between Partner Authorities and Agencies**

38.1 Each Partner Authority forming part of the Joint Committee will (unless prevented by legislation or confidential obligations) provide all information and intelligence that they possess as necessary on the issues falling within the scope of the Functions to the Unit Manager in order to achieve effective provision of the Functions. All matters will be treated with confidence and will not be used for other purposes than those contained within this Agreement.

### **39. Waiver**

39.1 The failure by any Partner Authority to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement does not constitute a waiver of any continuing breach or of any other breach or default and shall not affect the other terms of this Agreement. Any waiver, to be effective, must be in writing.

### **40. No Partnership/Agency**

40.1 Nothing in this Agreement is intended to or shall operate to:-

40.1.1 authorise any Partner Authority to act as agent for any other;

40.1.2 authorise any Partner Authority to act in the name or on behalf of or otherwise bind any other Partner Authority in any way.

40.2 Paragraphs 39.1.1 and 39.1.2 above shall not apply in respect of any acts carried out by the Council as duly authorised by the Joint Committee pursuant to this Agreement.

### **41. Assignment**

41.1 No Partner Authority, Trust or Police shall, without the prior written consent of the other Partner Authorities, Trusts and Police, assign, transfer or deal in any other manner with this Agreement or any of its rights under it, nor purport to do any of the same, nor sub-contract any or all of its obligations under this Agreement.

### **42. Entire Agreement**

42.1 This Agreement, and the documents referred to in it, constitute the entire agreement and understanding of the Partner Authorities, Trusts and Police and supersedes any previous agreement between the Partner Authorities, Trusts and Police relating to the subject matter of this Agreement.

### **43. Severance**

43.1 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

#### **44. Notices**

- 44.1 Any notice given under this Agreement shall be in writing and shall be served by delivering it personally or sending it by pre-paid recorded delivery or first class post to the Council at the address set out in Appendix 2 and for the attention of the relevant party (if applicable), or where required the Partner Authorities Chief Executive. Any such notice shall be deemed to have been received at the time of delivery (if delivered personally) or 2 business days after the date of posting (in the case of pre-paid recorded delivery or first class post). Provided that if deemed receipt occurs before 9am on a Business Day the notice shall be deemed to have been received at 9am on that day, and if deemed receipt occurs after 5pm on a Business Day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 9am on the next Business Day.
- 44.2 In proving service of a notice under this Agreement it shall be sufficient to prove that the notice was sent addressed to the address of the relevant party set out in this Agreement and delivered either to that address or into the custody of the postal authorities.
- 44.3 For the avoidance of doubt, notices given under this Agreement shall not be validly served if sent by e-mail.

#### **45. Rights of Third Parties**

- 45.1 No terms of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party, but this does not affect any rights or remedy of a third party which exists or is available apart from under that Act.

#### **46. Statements**

##### **46.1 Equality and Human Rights**

The Joint Committee, Partner Authorities and employees shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality shall not unlawfully discriminate within the meaning and scope of any relevant legislation, or statutory modification or re-enactment thereof.

##### **46.2 Confidential Information**

Information supplied in the course of this Agreement, whether oral, written or otherwise shall be treated as confidential and that no disclosure will be made to third parties of the terms or effect of this Agreement save as may be reasonable for the purpose of pursuit of obligations of this Agreement.

The Joint Committee will share information to be used only in line with the Data Protection Act (DPA) for the purpose of achieving the Joint Committee's aim and objectives and will not be made available to any

other parties without the express permission of the original source. Confidentiality of private information held by Joint Committee (i.e. education and medical information) will be maintained.

#### 46.3 **Data Protection Act**

The Partner Authorities, Trusts and Police acknowledge that each other is subject to the requirements of the Data Protection Act and shall (in so far as they are able to do so) assist and co-operate with each other when required to enable each other to comply with Information disclosure requirements.

#### 46.4 **Freedom of Information Act 2000**

The Partner Authorities, Trusts and Police acknowledge that each other is subject to the requirements of the Freedom of Information Act and the Environmental Information Regulations and shall (in so far as they are able to do so) assist and co-operate with each other when required to enable each other to comply with these Information disclosure requirements.

#### 46.5 **Electronic Government**

Information regarding the Functions of the Joint Committee and ECTU will be accessible electronically via the Council's website. Voice mail message system will be available for out of hours contact.

**THE COMMON SEAL OF**  
Essex County Council  
**was hereunto affixed in the presence of:-**

Attesting Officer

The Common Seal of            )  
**Basildon District Council**    )  
was hereunto affixed         )  
in the presence of:            )

Authorised Signatory

The Common Seal of            )  
**Braintree District Council**    )  
was hereunto affixed         )

in the presence of )

Authorised Signatory

The Common Seal of )  
**Brentwood Borough Council** )  
was hereunto affixed )  
in the presence of )

Authorised Signatory

The Common Seal of )  
**Castle Point Borough Council** )  
was hereunto affixed )  
in the presence of )

Authorised Signatory

The Common Seal of )  
**Chelmsford City Council** )  
was hereunto affixed )  
in the presence of )

Authorised Signatory

The Common Seal of )  
**Colchester Borough Council** )  
was hereunto affixed )  
in the presence of )

Authorised Signatory

The Common Seal of )  
**Essex County Fire and Rescue Service** )  
was hereunto affixed )  
in the presence of )

Authorised Signatory

The Common Seal of )  
**Essex Police Force** )  
was hereunto affixed )  
in the presence of )

Authorised Signatory

The Common Seal of )  
**Harlow District Council** )  
was hereunto affixed )  
in the presence of )

Authorised Signatory

The Common Seal of )  
**Maldon District Council** )  
was hereunto affixed )  
in the presence of )

Authorised Signatory

The Common Seal of )  
**Rochford District Council** )  
was hereunto affixed )  
in the presence of )

Authorised Signatory

The Common Seal of )  
**Tendring District Council** )  
was hereunto affixed )  
in the presence of )

Authorised Signatory

The Common Seal of )  
**Thurrock Council** )  
was hereunto affixed )  
in the presence of )

Authorised Signatory

The Common Seal of )  
**Uttlesford District Council** )  
was hereunto affixed )  
in the presence of )

Authorised Signatory



## **APPENDIX 1: Schedule of Functions**

The Essex Countywide Travellers Unit (ECTU) will undertake the following activities:

- Fire safety on sites
- Improving education outcomes
- **Health and social care**
- Management of local authority sites
- Unauthorised encampments
- Unauthorised developments

### **1. Fire Safety on sites**

The ECTU will address three priority areas:

- a. Fire safety advice and guidance for all sites
- b. Site Fire Plans for all sites
- c. Gas Cylinder Exchange Programme rolled out to high risk sites

#### **1.a Fire safety and guidance for all sites**

- 1.a.i The ECTU will communicate key messages on fire safety advice and guidance from Essex County Fire and Rescue Service (ECFRS) across all sites within the Operational Area as part of its outreach role, as appropriate.
- 1.a.ii The ECTU will also facilitate ECFRS's links into communities living on sites throughout the Operational Area and help facilitate any on site sessions the Service might wish to undertake.
- 1.a.ii The ECTU will provide feedback to ECFRS to review and improve how messages are communicated.

#### **1.b Site Fire Plans**

- 1.b.i The ECTU will undertake Site Fire Plans for all sites in within the Operational Area, to identify fire risks and how the threat of incidents can be mitigated.
- 1.b.ii The ECTU will work with partners to initiate further action to mitigate identified risks.

#### **1.c Gas Cylinder Exchange Programme**

- 1.c.i The Gas Cylinder Exchange Programme will be rolled out on sites where gas cylinders have been identified as a significant risk within the Site Fire Plan or where the community or public services regard as a priority.
- 1.c.ii The ECTU will undertake negotiations with gas suppliers to roll out the Exchange Programme.

1.c.iii The ECTU and ECFRS will monitor and make improvements as necessary.

## **2. Improving education outcomes**

The ECTU will address two priority areas:

- a. Ensure access and take up of compulsory education
- b. Facilitate the access of site communities to learning opportunities

### **2.a Ensure access and take up of compulsory education**

2.a.i The ECTU will identify children and young people of compulsory school age living on sites, check whether they are registered in school, attending regularly and if there are any problems.

2.a.i. The ECTU will work to address any issues and if they are of a serious matter the ECTU will refer to and work with the appropriate departments in partner organisations to address them.

### **2.b Facilitate the access of site communities to learning opportunities**

2.b.i The ECTU will communicate learning opportunities to the community, identify those who want to improve their skills or feel they have a learning need.

2.b.ii The ECTU will work with these individuals to access the education options suitable for them by explaining how access can be gained, referring individuals for further support and providing practical help in gaining places on courses (i.e. helping with application forms).

2.b.iii The ECTU will facilitate any on site work or targeted initiatives that partner organisations might wish to undertake.

## **3. Health**

The ECTU will address three priority areas:

- a. Improve access to and take up of GP and dentist services
- b. Undertake targeted interventions
- c. Improve knowledge of, access to and take up of social care

### **3.a Improve access to and take up of GP and dentist services**

3.a.i The ECTU will encourage the Traveller community to access appropriate health services more frequently and the take up of preventative healthcare therefore seeking help at an earlier stage or managing a long term condition.

3.a.ii To that end, the ECTU will work with communities and GP practices to foster links and mutual understanding.

### **3.b Specific interventions**

3.b.i The ECTU will work with health partners to develop and promote appropriate interventions, including:

- Immunisation
- Stop smoking
- Alcohol awareness
- Healthchecks
- Antenatal care
- Roll out of Health Champions scheme

#### **4. Social Care**

4.a To improve knowledge of, access to and take up of social care and support for carers, the ECTU will refer any individuals identified as having unmet needs for an assessment.

4.a.i The ECTU will facilitate links between the assessor and individual if required and also continue to monitor the situation with the participation of the individual regardless of the outcome of any assessment.

#### **5. Management of local authority sites**

The ECTU will address four priority areas:

- a. Rent collection
- b. Payment for usage of electricity and water
- c. Site maintenance
- d. Reduce risk of fly-tipping

##### **5.a. Rent collection**

5.a.i The ECTU will implement a more efficient process for rent collection through the introduction of direct debit payments and a firm but fair approach to addressing arrears which will be applied consistently across all sites.

##### **5.b Payment for usage of electricity and water**

5.b.i The ECTU will introduce smart meters for electricity and consider introducing water meters for all local authority sites, to ensure fair charging for usage.

##### **5.c Site maintenance**

5.c.i The ECTU will continue to undertake routine site maintenance.

##### **5.d Reduce risk of fly-tipping**

5.d.i The ECTU will consider installing CCTV at the entrance to all sites to address this issue by providing a deterrent and evidence as to who is causing the fly-tipping.

## 6. Unauthorised encampments

The ECTU will address the issue of unauthorised encampments within the Operational Area on behalf of signatories to this Agreement, and other public landowners at the discretion of the ECTU if resources are available. The ECTU will seek to bring enforcement proceedings by virtue of the provisions of Section 77 of the Act, however, may where necessary seek enforcement through Part 55 of the Civil Procedure Rules.

Where enforcement is undertaken through Section 77 of the Act, the service will be delivered as follows:

- 6.i The ECTU will receive all enquiries and complaints regarding unauthorised encampments for land owned by the Parties.
- 6.ii Once a new encampment is identified the ECTU will undertake a site visit within 1 working day, unless notification is received in accordance with Paragraph 10.1.
- 6.iii During the course of their site visit the attending officers will establish and record on the Travellers Assessment Form (contained in Appendix 1a) details of the land owner and occupier, and obtain all vehicle details of those within the encampment.
- 6.iv The attending officer will determine likely action including but not limited to;
  - permitted length of stay and date of negotiated departure in accordance with the provisions contained within the Code for Travellers (set out in Appendix 1a);
  - Whether to issue a Section 77 Notice under the Act (using the template set out in Appendix 1b) and
  - Whether to apply for a Section 78 Order under the Act (using the template set out in Appendix 1b) ; or
  - To refer the matter for consideration by Police under Section 61 of the Act.
- 6.v The ECTU will commence the enforcement process as appropriate provided that a Traveller Assessment confirms that there are no reasons why the enforcement process cannot take place.
- 6.vi The attending officer will decide whether to use Section 77 of the Act or refer the matter to the Police for consideration based on circumstances in existence at the time including but not limited to,
  - The location of the unauthorised encampment;
  - The type of land being used by the unauthorised encampment;
  - Health issues of the Travellers; and
  - The level of disruption being caused.

- 6.vii Where Section 77 of the Act is used all enforcement, which for the avoidance of doubt is from the notice being issued to appearing before a magistrates court, will be completed in 5 working days.
- 6.viii Where Section 61 of the Act is used, as this is an emergency power which can only be used when required in extreme circumstances and in accordance with the Police Policy. The Partner Authorities and Trusts understand that the police shall exercise this power at their complete discretion.
- 6.ix The ECTU will serve 'Direction Orders to leave the land' on unauthorised occupiers and prepare and present Court applications for Eviction Orders, and will revisit site as appropriate to ensure status of the site remains the same prior to attending any court hearing.
- 6.x The ECTU will arrange, co-ordinate and carry out evictions.
- 6.xi Throughout any enforcement procedures the ECTU will provide regular updates to site inhabitants, affected landowners (including an update for Members if required) as well as responding to enquiries from the general public and the media.
- 6.xii The ECTU will take informal action by way of issuing warnings on complaints including environmental health issues e.g. noise and rubbish and smoke and carry out a needs assessment.

## **7. Unauthorised developments**

The ECTU will address two priority areas:

- a. Work with planning authorities and communities to help prevent new unauthorised developments and facilitate the resolution of existing ones
- b. Process serving on the behalf of planning authorities

## Appendix 1a: Code for Travellers

### The Code for Unauthorised Encampments in Essex

Providing guidance to all parties involved in unauthorised encampments on public land (landowners, residents, occupiers of sites, members, and enforcement agencies) regarding the criteria that will be considered by the Essex Countywide Traveller Unit for unauthorised encampments.

Subject to the satisfactory assessment of the following factors, the Essex Countywide Traveller Unit, representing partner Essex authorities will not normally pursue immediate action subject to an agreed departure date, and continued compliance with the code.

1. **The number of caravans involved.** The maximum number normally acceptable will be 3 caravans in any one group although larger groups *may* be permissible in locations remote from residential or commercial premises.
2. **Damage.** No damage shall be caused to any property, fences, trees etc. on that or adjacent land during access and encampment.
3. **Previous recorded encampments.** The behaviour and compliance (or non compliance) with the code on previous recorded encampments involving the group or individuals within the group.
4. **Impact on the land and surrounding property.** The occupation of any land shall not have a serious detrimental effect on the amenities of, or otherwise cause nuisance to, the occupants/users of the land and of any adjacent property.
5. **Occupation of local authority or other partner authority land.** The occupation of local authority or other partner authority land shall not impede its necessary operational use or, insofar as parkland or other public open space is concerned, shall not detract from its amenity value.
6. **The distance between groups.** The minimum distance between unauthorised encampments shall normally be half a mile
7. **Behaviour.** Behaviour towards other members of the public and surrounding properties shall be acceptable i.e. no intimidation especially involving actual violence or the use of abusive or insulting language, no excessive noise or any other forms of anti-social behaviour.
8. **Access to the land/encampment.** The landowner / representatives, or Local Authority officer must not be prevented in accessing the encampment (*not* individual homes/vehicles).
9. **Tipping/Rubbish.** There shall be no dumping or inappropriate disposal of household, human or trade waste on the encampment, or on adjacent land, nor any stockpiling of materials.
10. **Fires.** No fires shall be lit on any land other than for cooking or washing purposes.
11. **Site Safety.** Vehicles shall be parked, and any animals kept, in such a manner as to

ensure the safety of the site users and cause no inconvenience to or affect the safety of users of the land and adjacent or nearest highway. Appropriate fire distances to be maintained between caravans

12. **Departure.** Once the agreed period of occupation has elapsed, the site must be vacated and the distance moved must be at least two miles from the site occupied. Re-occupation of the same site must not take place within three months

## **Human Rights Act 1998 Travellers Assessment**

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### **Enforcement Proceedings Concerning Travellers**

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I, ....., certify that I have considered the human rights of the Travellers presently located at.....

In approaching the matter, I have sought to have regard for their human rights (balanced with the human rights of others) and, in particular, I have sought to:

- i) act as fairly, openly and promptly as possible;
- ii) explain our procedures and requirements clearly in a language which the Travellers understood;
- iii) consider all matters concerning Travellers;
- iv) consider any representations made on behalf of the Travellers;
- v) explain the reasons for our decisions.

I am able to seek restriction of the application of human rights of the Travellers both on the basis that there is no human right 'of unlawful trespass' and that I am acting in accordance with the law and further in accordance with the following stated qualifications, namely:

- i) Public safety; and/or
- ii) The prevention of disorder or crime; and/or
- iii) The protection of the rights and freedoms of others.

I have approached the question of the necessity of my proposed interference with human rights on the basis that;

- i) The action fulfils a pressing social need; and
- ii) The means that the Council employ are proportional to the aim pursued, inter alia having regard to the availability of space for the Travellers in the permanent accommodation in the county.

I have considered the prohibition of discrimination and I am acting on the merits of the matter without discrimination.



On the matter of protection of possessions the action that the Council is taking is in the public interest and under, and in accordance with the law.

.....  
Authorising Officer

Dated this day of .....

**ESSEX COUNTY COUNCIL  
COUNTYWIDE TRAVELLER UNIT**

**1 SITE VISIT REPORT**

<b>Officer</b>			
<b>Initial Date/Time and Source</b>			
<b>Log No.</b>			
<b>Address</b>			
<b>Location</b>		<b>Grid reference</b>	
<b>Visiting Officer</b>		<b>Post held</b>	
<b>Date of arrival of travellers</b>		<b>Date of site visit</b>	

NB. If no information is available for any section place **X** in the appropriate box

<b>Adults</b>	<b>First Name</b>	<b>Surname</b>	<b>Status</b>	<b>male/female</b>
Contact Number .....				

<b>Children</b>	<b>First Name</b>	<b>Surname</b>	<b>Date of birth / Age</b>
E W O to be notified			

<b>People over 60 yrs</b>	<b>First Name</b>	<b>Surname</b>	<b>Date of birth / Age</b>
Any special needs			

	<b>Make</b>	<b>Colour</b>	<b>Registration Number</b>



## 2 HUMANITARIAN CONSIDERATIONS

Was any offer made to put travellers in contact with:-

	Yes/No	Action required / Taken
<b>Health:</b>		
<b>Welfare:</b>		
<b>Housing:</b>		
<b>Education:</b>		
<b>Others:</b>		
<b>If no, is it considered agency contact is required?</b>		

PREGNANCY	Are there any women pregnant?			
	Gestation 0 – 3 months	Gestation 3 – 6 months	Gestation 6 – 9 months	Confinement date 00/00/00
<b>Name:</b>				
<b>Doctor or Practice</b>	<b>Name</b>	<b>Address</b>	<b>Contact No.</b>	
<b>Hospital</b>	<b>Name</b>	<b>Address</b>	<b>Contact No.</b>	
<b>Midwife</b>	<b>Name</b>	<b>Address</b>	<b>Contact No.</b>	
<b>Health Visitor</b>	<b>Name</b>	<b>Address</b>	<b>Contact No.</b>	

## SUMMARY

<b>Land Owner:</b>		<b>Any Council interest in the land</b>		<b>Yes/No</b>
<b>Number of people and vehicles</b>		<b>Encampment conditions:- Are the following available?</b>		
<b>Adults</b>		<b>Skip</b>		
<b>Children</b>		<b>Toilet Facilities</b>		
<b>Vehicles</b>		<b>Running Water</b>		
<b>Caravans</b>		<b>Shelter</b>		
<b>Other Vehicles</b>				
<b>Total Vehicles</b>		<b>Complaints received</b>		
<b>Total People</b>				

<b>Nuisance to the Public by:</b>		<b>Evidence to Support</b>		
<b>Size</b>				
<b>Location</b>				
<b>Duration</b>				
<b>Noise</b>				
<b>Fractures to Consider</b>				
<b>Other (Specify)</b>				
<b>Impact on adjoining or nearby properties</b>				
<b>Damage to Council property or prejudice to it's employees</b>				
<b>Prejudice to the use of land by legitimate tenants or occupants</b>				
<b>Is causing unacceptable impact on the environment</b>				

**SUMMARY OF HUMANITARIAN CONSIDERATIONS**

<b>HUMANITY</b>		
		<b>Notes</b>
<b>Are there school age children on site</b>		
<b>Is there provision available for education</b>		
<b>Are they attending school</b>		
<b>Has the EWO been informed</b>		
<b>Have the Travellers been advised on</b> (a) <b>Housing</b> (b) <b>Health</b> (c) <b>Welfare</b>		
<b>Are there elderly or infirm people on site</b>		
<b>Are there any pregnant women on site</b>		
<b>Are there any specific Health or Welfare implications</b>		
<b>Has consideration been given to the general welfare of the encampment</b>		
<b>Are there any reasons why this encampment should remain</b>		1.1

<b>3 RECOMMENDED DECISION</b> (Having taken the above into consideration)	
<b>No action but review in 1 week</b>	<i>Recommendations X</i>
<b>Consult and seek further information</b>	
<b>Serve direction to leave</b>	
<b>Use High Court/County Court procedure to recover possession</b>	
<b>Use Criminal Justice and Public Order Act</b>	
<b>Invite the police to use their powers</b>	
<b>Request a further site visit report. State reasons:</b>	<b>1)</b>
<b>Signed: .....</b> <span style="float: right;"><b>Traveller Liaison Officer</b></span>	
<b>Authorising Officers Comments</b>	
<p><b>The Human Rights Act has been taken into consideration before arriving at this decision and I agree with the above recommendation...</b></p>	
<b>Signed: .....</b> <span style="float: right;"><b>Authorising Officer</b></span>	

#### 4 Countywide Traveller Unit Eviction Rationale Record

<b>Location</b>	
<b>Date CTU first informed</b>	
<b>Land Owner</b>	
<b>Site Reference No'</b>	

#### General Information/Summary

#### *Aggravating factors relating to the camp*

#### **Mitigating factors relating to the camp (including welfare issues)**



<b>Eviction decision</b>				
<b>Council Powers Used</b>		<b>Police Powers Used</b>		
Request/Negotiate to Leave		Obstruction of the Highway		<input type="checkbox"/>
Section 77 CJPOA 1994		Section 61 CJPOA 1994		<input type="checkbox"/>
Section 78 CJPOA 1994		Damage		<input type="checkbox"/>
		Threats		<input type="checkbox"/>
		Vehicles or more		<input type="checkbox"/>
<b>Comments</b>				
<p><b>Decision to evict made following reference to Appendix A – Grounds for Eviction policy and Appendix C – Code of Practice for Travellers</b></p>				
What dates are notices to be served?	Section 77		Section 78	
When is the proposed eviction?	Date		Time	
<b>NB: THE PROPOSED EVICTION MUST BE PROPORTIONATE IN THE CIRCUMSTANCES</b>				
Signed:		Date:		
Position: TLO				

**ESSEX COUNTY COUNCIL**

CRIMINAL JUSTICE AND PUBLIC ORDER ACT 1994, SECTION 77

**DIRECTION TO LEAVE LAND**

**TO:** All occupants of the vehicles listed in the Schedule below

**WHEREAS IT APPEARS** to Essex County Council, being the local authority for the area in which the land mentioned below is situate, that you are for the time being residing in a vehicle or vehicles described in the Schedule attached on land [**enter land details here i.e. road name**] (“the Land”), as shown on the attached plan, being land owned by [**enter land owner details here**].

Essex County Council **GIVES THIS DIRECTION** that you and any others with you are to leave the Land **before [insert date]** and remove the vehicle or vehicles and any other property you have on the Land.

**NOTE:** If you fail, **before [insert date]**, to leave the Land and remove from it any vehicle or other property which is the subject of this Direction or having removed such a vehicle or property you enter the Land again within a period of three months beginning on the day on which this direction was given, you will be committing an offence and may be liable on summary conviction to a fine not exceeding £1,000.00, and Essex County Council may apply to the Magistrates Court seeking your removal from the Land.

**Signed** (Officer appointed for this purpose)

**Dated:** [**Enter day & date here**]

**Essex County Council**  
[insert address]



## SUMMONS ON COMPLAINT

(Magistrates' Court Act 1980, ss 51, 52;  
Magistrates' Court Rules 1981, r 98)

IN THE COUNTY OF ESSEX  
[insert name] Magistrates Court

**To the defendants:** Various persons unknown

**Address:** The vehicles listed in the Schedule attached situated on land at [\[Enter land Details here\]](#), being land owned by / forming part of the adopted highway.

**You are hereby summoned to appear on [\[Enter date\]](#) at [\[insert time\]](#) before the Magistrates' Court sitting at [\[insert Magistrates Court\]](#) to answer to the following complaint.**

**Matter of**

**Complaint:** In contravention of a direction issued on [\[insert date\]](#) by Essex County Council, in accordance with Section 77 of the Criminal Justice and Public Order Act 1994, you continue to remain and reside on [\[enter land details\]](#), being land owned by or forming part of the adopted highway, in vehicles described in the Schedule attached.

**Order:** The complainant now applies for an order in accordance with Section 78 of the Criminal Justice and Public Order Act 1994 :-

- (1) requiring the removal of any vehicle or other property which is so present on the Land and any persons residing in it; and
- (2) authorising the complainant to take such steps as are reasonably necessary to ensure that the order is complied with and in particular authorising the complainant by its officers and servants to :-
  - (a) enter upon the Land specified in the order; and
  - (b) take in relation to any vehicle or property to be removed in pursuance of the order such steps for securing entry and rendering it suitable for removal as may be required.

**The complainant is:** [insert officer]

**Address:** [insert address]

**Date of complaint:** [Enter day & Date here]

(Justices of the Peace)(Justices' Clerk)



## **Certificate of Service**

I, [insert officer], of Essex County Council, hereby certify that I served the summons and evidence which we will rely on at court, namely the witness statement of [insert witness name], of which this is a true copy, by hand delivering the documents to [insert name] or by placing the documents in a prominent place on the vehicles concerned and on the land known as [insert land description] by placing them on [insert location], on [insert date] at [insert time], being his/her last known (or usual place of abode or address) given by him/her for the purpose of service.

Dated: [insert date]

Signed: [insert signature]

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**ORDER ON COMPLAINT**

**(Magistrates' Court Act 1980, s 53)**

**IN THE COUNTY OF ESSEX**

**[insert name] Magistrates Court**

**Date:** Enter day & Date here

**Defendants:** Various persons unknown

**Address:** The vehicles listed in the Schedule hereto situated on land known as [insert description] being land owned by or forming part of the adopted highway.

**Complainant:** **On the complaint of:**  
[insert officer]

**Address:** [insert address]

**That:**

**Matter of Complaint:** in contravention of a direction issued on [insert date] by Essex County Council, in accordance with Section 77 of the Criminal Justice and Public Order Act 1994 that the Defendants continue to remain and reside on [enter land details], being land owned by or forming part of the adopted highway, in vehicles described in the Schedule attached.

It is adjudged that the complaint is true and it is ordered that:

**Order:** in accordance with Section 78 of the Criminal Justice and Public Order Act 1994:-



1. The Defendants remove any vehicle listed in the Schedule hereto or other property which is so present on the Land; and
  
2. The Complainant be authorised to take such steps as are reasonably necessary to ensure compliance with this order and that the Complainant may by its officers and servants:-
  - (a) enter upon the Land; and
  - (b) take in relation to any vehicle listed in the Schedule hereto or other property which is present such steps for securing entry and rendering it suitable for removal as may be required

(Justice of the Peace)



## **APPENDIX 2: Key Contacts**

Partner Authorities, Trusts and Police Key Contacts:

Essex County Council PO Box 11 County Hall Essex	Roy Leavitt Head of Environmental Planning	01245 437522 roy.leavitt@essex.gov.uk
Basildon Borough Council The Basildon Centre St Martins Square Basildon Essex	{insert}	{insert}
Braintree District Council Causeway house Bocking End Braintree Essex	{insert}	{insert}
Brentwood Borough Council Town Hall Ingrave Road Brentwood Essex	{insert}	{insert}
Castle Point District Council Kiln Road Thundersley Benfleet Essex	{insert}	{insert}
Chelmsford City Council Civic Centre Duke Street Chelmsford Essex	{insert}	{insert}
Colchester Borough Council Rowan House 33 Sheepen Road Colchester Essex	Karen Newman, Public Health and Enforcement manager	01206 507855 Karen.newman@colchester.gov.uk
Essex County Fire	{insert}	{insert}

and Rescue Service  
Headquarters,  
Kelvedon Park,  
Rivenhall,  
Witham,  
Essex, CM8 3HB

Harlow District Council Civic Offices The Water Gardens Harlow Essex	{insert}	{insert}
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Maldon District Council Council Offices Princes Road Maldon Essex	{insert}	{insert}
--	----------	----------

Rochford District Council Council Offices South Street Rochford Essex	{insert}	{insert}
--	----------	----------

Tendring District Council Town Hall Station Road Clacton on Sea Essex	{insert}	{insert}
--	----------	----------

Thurrock Council Civic Offices New Road Grays Essex, RM17 6SL	{insert}	{insert}
---	----------	----------

Uttlesford District Council Council Offices London Road Saffron Walden Essex	{insert}	{insert}
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Essex Police Authority Essex Police Headquarters, PO Box 2,	{insert}	{insert}
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Springfield,  
Chelmsford, Essex,  
CM2 6DA

Mid Essex PCT            {insert}                            {insert}  
{Insert}

North East Essex        {insert}                            {insert}  
PCT  
{Insert}

South East Essex        {insert}                            {insert}  
PCT  
{Insert}

South West Essex        {insert}                            {insert}  
PCT  
{Insert}

West Essex PCT            {insert}                            {insert}  
{Insert}

Unit Manager              Stephen Andrews            01245 437645  
   Stephen.andrews@essex.gov.uk

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### Appendix 3: Partner Authorities, Primary Care Trust and Essex Police Authority Financial Contribution

Authority	First Payment for the period 1 October 2012 to 31 Mar 2012	Thereafter annual payment due from 1 April	Proportions (%)
Essex County Council PO Box 11 County Hall Essex	£147,286.38	£147,286.38	48%
Basildon Borough Council The Basildon Centre St Martins Square Basildon Essex	£3,590.50	£7,181.00	2%
Braintree District Council Causeway house Bocking End Braintree Essex	£3,590.50	£7,181.00	2%
Brentwood Borough Council Town Hall Ingrave Road Brentwood Essex	£3,590.50	£7,181.00	2%
Castle Point District Council Kiln Road Thuindersley Benfleet Essex	£3,590.50	£7,181.00	2%
Chelmsford City Council Civic Centre Duke Street Chelmsford Essex	£3,590.50	£7,181.00	2%
Colchester City Council	£3,590.50	£7,181.00	2%

Rowan House  
33 Sheepen Road  
Colchester  
Essex

Essex County Fire and Rescue Service Headquarters, Kelvedon Park, Rivenhall, Witham, Essex, CM8 3HB	£12,860.00	£25,720.00	8%
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Harlow District Council Civic Offices The Water Gardens Harlow Essex	£3,590.00	£7,181.00	2%
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Maldon District Council Council Offices Princes Road Maldon Essex	£3,590.00	£7,181.00	2%
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Rochford District Council Council Offices South Street Rochford Essex	£3,590.00	£7,181.00	2%
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Tendring District Council Town Hall Station Road Clacton on Sea Essex	£3,590.00	£7,181.00	
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Thurrock Council Civic offices New road Grays Essex, RM17 6SL	£3,590.00	£7,181.00	
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Uttlesford District Council Council Offices London Road Saffron Walden	£3,590.00	£7,181.00	
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Essex

Essex Police Authority Essex Police Headquarters, PO Box 2, Springfield, Chelmsford, Essex, CM2 6DA	£37,500.00	£75,000.00	0%
Mid Essex PCT {Insert}	£7,101.20	£14,202.40	5%
North East Essex PCT {Insert}	£7,101.20	£14,202.40	5%
South East Essex PCT {Insert}	£7,101.20	£14,202.40	5%
South West Essex PCT {Insert}	£7,101.20	£14,202.40	5%
West Essex PCT {Insert}	£7,101.20	£14,202.40	5%



**Appendix 5: S.75 Agreement**

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