

**AGREEMENT FOR A PARKING AND TRAFFIC REGULATIONS OUTSIDE
LONDON ADJUDICATION JOINT COMMITTEE**

THIS DEED OF ARRANGEMENTS is made this day of 2008

BETWEEN:-

The Local Authorities listed in Schedule 1 to this Deed of Arrangements in pursuance of arrangements made under Part 6 of the Traffic Management Act 2004 ("the 2004 Act"), Sections 101(5), 102 (1) (b) and 101(5B) 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, the Local Authorities (Executive Arrangements) (Discharge of Functions and Responsibilities) (Wales) Regulations 2007, and the Local Authorities (Goods and Services) Act 1970, and all other enabling powers.

WHEREAS:-

1. The Local Authorities listed in Schedule 1 to this deed are enforcement authorities for the purposes of Part 6 of the 2004 Act in relation to road traffic contraventions.
2. Regulations made under Part 6 of the 2004 Act provide (inter alia) that the functions relating to adjudication and adjudicators conferred on these 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.
3. The functions of the Local Authorities listed in Schedule 1 to this deed are the responsibility of the executives of those authorities under

executive arrangements adopted for the purposes of section 10 of the Local Government Act 2000 whilst the functions of other Local Authorities remain for the time being functions exercisable by the local authorities themselves.

4. It is expedient that provision should be made to enable other Local Authorities on whom such functions are conferred to become parties to this Deed of Arrangements.
5. It is also expedient that any Local Authority which should adopt executive arrangements after the date of this Deed of Arrangements should be able through arrangements made by their mayors, executives, members of executives, committees of executives, executive leaders or council managers (as appropriate) to continue as or to become parties to this Deed of Arrangements.
6. The agreed primary objectives of the joint committee are the provision of:-
 - a) a fair adjudication service for Appellants including visible independence of adjudicators from the authorities in whose areas they are working;
 - b) consistency of adjudication across the service;
 - c) a cost effective and equitable adjudication service for all Local Authorities party to these arrangements;
 - d) flexibility to deal with a wide range of Local Authorities with varying levels of demand for adjudication.

7. And whereas it is expedient that arrangements in this Deed and the memorandum attached to this deed should replace those previously in place contained in a Deed dated 12 October 2001 and / or memoranda of participation entered into pursuant and annexed to that Deed.

NOW IT IS HEREBY AGREED:-

1. Definitions & Interpretations

In this Agreement:-

- 1.1. 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.
- 1.2. The term "Local Authorities" means those local authorities who are enforcement authorities for the purpose of Part 6 of the 2004 Act in relation to road traffic contraventions (of any description) or who are performing the functions of such an enforcement authority.
- 1.3. The term "Participating Authority" means a Local Authority which becomes party to these arrangements under Clause 2.1 of this Agreement or under Clauses 10 or 13 of this Agreement and by virtue of the memorandum of participation annexed hereto and who are party to these arrangements at the relevant time.

- 1.4. "Lead Authority" means such Participating Authority as the Participating Authorities may from time to time appoint to provide goods and services under these arrangements.
- 1.5. "Lead Officer" means the Officer of the Lead Authority to whom functions are delegated pursuant to this Deed of Arrangements and to the Standing Orders of the Parking and Traffic Regulations Outside London Adjudication Joint Committee.
- 1.6. "The Parking and Traffic Regulations Outside London Adjudication Joint Committee" ("PATROLAJC") means the joint committee agreed to be established by the Participating Authorities on the terms contained herein for the purpose of jointly exercising the functions referred to above.
- 1.7. "PATROLAJC functions" means the functions specified in Schedule 3 to this Agreement and 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.
- 1.8. " Parking and Traffic Regulations Outside London" ("PATROL") means the administration dealing with appeals by persons against the rejection by the Participating Authority concerned of their representations against penalty charges or in relation to clamped or removed vehicles.
- 1.9. The "representative on the Joint Committee" 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 Authority on the Parking and Traffic Regulations Outside London Adjudication Joint Committee.

- 1.10. The "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.

2. Commencement

- 2.1. Except in relation to Clause 13, this Agreement shall come into effect on the 16th May 2008 ("the Commencement date").
Clause 13 shall come into effect on the date of this Agreement.
- 2.2. In respect of any Local Authority who joins these arrangements after the Commencement date it shall come into effect on the date that Authority executes the Memorandum of Participation annexed hereto.
- 2.3. This Agreement shall replace the arrangements made pursuant to a deed dated 12 October 2001.

3. The PATROLAJC

- 3.1. The Participating Authorities hereby agree to establish a joint committee ("the PATROLAJC") for the purpose of exercising the functions set out in Schedule 3 of this Agreement.

- 3.2. The composition of the PATROLAJC shall be in accordance with the provisions of Schedule 2 of this Agreement.
- 3.3. The PATROLAJC in exercising the functions conferred on it shall have regard to the primary objectives set out in recital 6 of this Agreement.
- 3.4.1 The PATROLAJC shall at its inaugural meeting and at its subsequent meetings comply with the Standing Orders contained in Schedule 4 to this Agreement and (subject as provided therein) shall have the power to amend such standing order if it considers such amendment necessary or appropriate.
- 3.4.2 Nothing in Clause 3.4.1 above shall operate to prevent the PATROLAJC adopting new Standing Orders at its annual meeting.
- 3.5 The PATROLAJC shall comply with the Financial Standing Orders and Rules of Financial Management contained in Schedule 5 to this Agreement and subject as provided therein shall have the power to amend such Standing Orders and Rules if it considers such amendment necessary or appropriate.
- 3.6 The PATROLAJC may arrange for the discharge of any of the functions conferred on it by a subcommittee of it or by an officer of any of the Participating Authorities.
- 3.7 The PATROLAJC 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 at meetings of the PATROLAJC for this purpose.

4 Lead Authority

- 4.1 The Participating Authorities hereby appoint the Council of the City of Manchester ('Manchester') to act as Lead Authority for the purposes specified in and on the terms set out in Schedule 6 to this Agreement and the Executive of Manchester agree to the appointment on these terms.
- 4.2 The terms of appointment of the Lead Authority may be varied at any time by an agreement evidenced in writing between the PATROLAJC and Lead Authority but in the absence of such agreement, the terms set out in Schedule 6 shall apply to any successor to Manchester as Lead Authority.
- 4.3 The Lead Authority may elect to relinquish its role as such by giving not less than 12 months notice in writing to the PATROLAJC (or such other period as may be agreed between the Lead Authority and the PATROLAJC) such notice to take effect on 1 April the following year and the PATROLAJC shall meet as soon as is practicable after such notice has been given to appoint a new Lead Authority from the Participating Authorities.
- 4.4 The appointment of a Participating Authority as Lead Authority may be terminated by the PATROLAJC by the giving to that Council of not less than 12 months (or such other period as may be agreed between the Lead Authority and the PATROLAJC) notice in writing such notice to take effect on 1 April the following

year and the PATROLAJC shall as expeditiously as possible appoint as the new Lead Authority any other Participating Authority

- 4.5 On the termination of the appointment of a Participating Authority as Lead Authority that Participating Authority and the 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 these arrangements (including but without prejudice to the generality of the foregoing the costs and expenses properly incurred by the Lead Authority and those of the PATROLAJC) in such proportions as may be determined from time to time by the PATROLAJC.
- 5.2 The PATROLAJC shall not later than 31 January in each year adopt a budget of estimated expenditure by it for the ensuing year commencing on the 1 April and shall in accordance therewith 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 PATROLAJC 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 effective date of termination of the arrangements previously entered into by each Local Authority under the terms of the Deed of Arrangements dated 12 October 2001 shall be carried forward into the arrangements under this deed and the Local Authority 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 or to professional advisers and subject to the provisions of the PATROLAJC's Standing Orders and Clause 7 of this Agreement every Participating Authority shall:-

- (a) treat as confidential all commercially sensitive information that may be derived from or in connection with the PATROLAJC or from this Agreement and shall not divulge the same to parties not being Participating Authorities party to these arrangements without the prior written agreement of the PATROLAJC;
- (b) take all necessary precautions to ensure that all such information is treated as confidential;

- (c) not duplicate or furnish to a third party without the prior written agreement of the PATROLAJC any contract documentation information or item plan design or specification connected with the contract or arising out of this Agreement.

7 Data Protection

- 7.1 A Participating Authority shall not (except as required by law) disclose or allow access to personal data provided or acquired by the PATROLAJC (other than data supplied to the PATROLAJC by the Participating Authority concerned) for the purposes of this Agreement other than to another Participating Authority.
- 7.2 Any disclosure of or access to personal data permitted by sub-clause 7.1 above 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 PATROLAJC.

8 Publicity

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

9 Withdrawal of Participating Authority from Joint Arrangement

A Participating Authority may by notice given in writing to the Lead Officer not later than the 31 March in any year withdraw from these arrangements with effect from 1 April the following year. Such withdrawal shall not affect any liabilities arising incurred or entered into prior to the effective date of withdrawal nor unless otherwise agreed by the PATROLAJC shall the withdrawal entitle the Participating Authority concerned to any repayment of contributions made to the budget of the PATROLAJC Subject to the above and Clause 10 below, the withdrawal from these arrangements of a Participating Authority shall not affect the validity or the continuation of these arrangements between the remaining Participating Authorities.

10 Provision for taking up executive arrangements

- 10.1 In the case of any Local Authority which is, or which becomes, a party to the arrangements set out in this Deed and which has not, at the date it becomes a party, adopted executive arrangements within the meaning of Part II of the Local Government Act 2000 the following provisions shall apply:
- 10.2 On the day immediately preceding the adoption by that authority of executive arrangements it shall cease to be a party to this deed and shall be deemed to have withdrawn from these arrangements. Such withdrawal shall not affect any liabilities arising incurred or entered into prior to the effective date of withdrawal nor unless otherwise agreed by the PATROLAJC

shall the withdrawal entitle the Local Authority concerned to any repayment of contributions made to the budget of the PATROLAJC.

- 10.3 On adopting executive arrangements that Local Authority acting in accordance with law and its own constitutional arrangements shall be entitled to rejoin the PATROLAJC and become a party to these arrangements pursuant to the provisions set out in Clause 13 Provided that so long as the Local Authority becomes a party to these arrangements immediately upon adopting executive arrangements, it shall be subject to the same rights and liabilities as if it had not ceased to be a party.

11 Termination

- 11.1 The arrangements contained in this Agreement may be terminated by notice in writing signed on behalf of not less than 75% of the total number of Participating Authorities.
- 11.2 If the arrangements come to an end an account shall be taken and agreed by the Participating Authorities then party to the arrangements of such assets and liabilities of the PATROLAJC and such assets shall then be realised and the proceeds applied in discharge of such liabilities and paying the expenses of winding up of the arrangements and any surplus shall be distributed (after first repaying any special advances or contributions made by any individual Participating Authority to the assets of the PATROLAJC) 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.

12 Variation

The Terms of these arrangements may be varied by the consent of not less than 75% of the total number of Participating Authorities.

13 Additional Local Authorities

Any Local Authority who is or becomes an enforcement authority for the purposes of Part 6 of the 2004 Act in relation to road traffic contraventions or performs the functions of such an enforcement authority shall on the date agreed between that Authority and the Lead Officer and evidenced by a memorandum of participation in the form contained in Schedule 7 hereto and executed or signed on behalf of the relevant Authority and annexed hereto become party to these arrangements and from that date shall be bound by the terms of this Agreement and shall (without prejudice to the generality of the foregoing) contribute to the costs of these arrangements in such proportion as may be agreed by the PATROLAJC.

14 Notices

Any notice to be given to the PATROLAJC or to any Participating Authority shall be sufficiently given if sent by first class letter or facsimile transmission to the Town Clerk, Secretary, Head of Paid

Service of the Participating Authority concerned or the Lead Officer of the PATROLAJC (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 PATROLAJC 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 these arrangements or this Agreement 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 PATROLAJC.

SCHEDULE 1

The Council of the City of Manchester ('Manchester') of Town Hall
Manchester M60 2LA

Hampshire County Council of The Castle, Winchester Hampshire
SO23 8UJ

Oxfordshire County Council, County Hall, New Road, Oxford, OX1 1ND

Denbighshire County Council of County Hall, Wynnstay Road, Ruthin
LL15 1YN.

SCHEDULE 2

COMPOSITION OF MEMBERSHIP OF PATROLAJC

1. The PATROLAJC shall comprise one representative of each of the Participating Authorities appointed in accordance with law and with their own constitutional arrangements.
2. Each Participating Authority shall as soon as practicable after becoming party to these arrangements notify the Lead Officer of the identity of the representative appointed by it to be a representative of the PATROLAJC and the identity of any substitute representative.
3. The term of office of a representative of the PATROLAJC or any substitute representative shall be from the date of the first meeting of the PATROLAJC held after the notification by the appointing Participating Authority of the appointment to the Lead Officer until the date of the next annual meeting of the PATROLAJC; 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 the appointing Participating Authority, whichever occurs first.
4. The appointing Participating Authority shall as soon as practicable thereafter notify the Lead Officer of the termination of an appointment by it or if its former appointee 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.

SCHEDULE 3

FUNCTIONS OF PATROLAJC

The functions of the PATROLAJC shall be:-

- (a) 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 purposes of Part 6 of the Traffic Management Act 2004;
- (b) to appoint a Proper Officer and Deputy
- (c) to provide or make arrangements for the provision of accommodation and administrative staff and facilities for the Adjudicators;
- (d) to determine after consultation with the relevant Participating Authority where the Adjudicators are to sit;
- (e) to commission and receive an annual report upon the Adjudication Service from the Adjudicators;
- (f) to make and publish an annual report to the Appropriate National Authority as appropriate on the discharge by the Adjudicators of their functions;
- (g) to defray all the expenses of the adjudication process and in particular expenses in relation to the remuneration of adjudicators.
- (h) to establish and approve annual budgets and receive annual accounts and regular monitoring reports on associated expenditure;

- (i) to undertake such other functions as are reasonably incidental to the efficient operation of the adjudication process
- (j) such other associated functions as the Participating Authorities may lawfully arrange for the PATROLAJC to perform as they from time to time consider appropriate.

SCHEDULE 4

THE PARKING AND TRAFFIC REGULATIONS OUTSIDE LONDON ADJUDICATION JOINT COMMITTEE'S STANDING ORDERS

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1. Chairman Vice-Chairman and Assistant Vice- Chairman

The PATROLAJC at its first meeting and subsequently on an annual basis shall elect from one of its representatives a Chairman and Vice-Chairman and Assistant Vice- Chairman

2. Duration of Appointments

- (i) Each representative on the PATROLAJC shall hold office from the date of the first meeting of the PATROLAJC following his appointment to the date of the next annual meeting of the PATROLAJC 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, Vice-Chairman and Assistant 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 PATROLAJC;
- (ii) An Advisory Board may be appointed by the PATROLAJC comprising the Lead Officer, such other officers of the Participating Authorities and other persons appointed by the PATROLAJC and a representative nominated by the Department for Transport (DFT) to advise the PATROLAJC on any matter relating to the functions conferred on the PATROLAJC. The Advisory Board shall be entitled to depute one or more of their number to attend and advise at meetings of the PATROLAJC.

4. Meetings and Agenda

- (i) A meeting of the PATROLAJC may be called at such date, time and place:
 - a) at the instance of the Chairman; or

- b) as may be determined by the PATROLAJC; or
- c) by a requisition, signed by not less than one half of the representatives of the PATROLAJC 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 PATROLAJC 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 PATROLAJC 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 Assistant Vice-Chairman shall preside. If the Chairman, Vice Chairman and Assistant Vice-Chairman are all 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 PATROLAJC. 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 PATROLAJC.
- (v) The Lead Officer shall not less than seven clear days before the intended meeting of the PATROLAJC: -
 - (a) Circulate a notice thereof to each Participating Authority representative on the PATROLAJC 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 PATROLAJC for a further ten minutes.
- (vii) A representative of the DFT may attend the meetings of the PATROLAJC as adviser of the PATROLAJC and may participate fully on all items of business but not vote.

5. Substitute Members

If a representative of the PATROLAJC is unable to be present at a meeting of the PATROLAJC, 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 PATROLAJC 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 PATROLAJC shall declare and vote as the Participating Authority representative on the PATROLAJC. 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 PATROLAJC
- (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 PATROLAJC 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

The PATROLAJC shall be entitled to appoint such Sub-committees as it thinks fit.

10. Voting

- (i) Each representative (or if absent the named substitute) shall be entitled to one vote on each question to be decided. Subject to paragraph 10 (iii), every question shall be determined by a show of hands and shall be determined by a simple majority.
- (ii) In the case of an equality of votes, the 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 PATROLAJC 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 PATROLAJC.
- (v) No representative shall address the PATROLAJC 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 PATROLAJC 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 PATROLAJC proceed to the next business
 - (d) that the PATROLAJC 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 PATROLAJC shall stand adjourned until the next ordinary meeting of the PATROLAJC; or

In case (c) – the motion then before the PATROLAJC shall be regarded as lost and the PATROLAJC 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 PATROLAJC 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 PATROLAJC 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 PATROLAJC 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 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 PATROLAJC, 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 PATROLAJC then he shall consult the PATROLAJC'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 PATROLAJC.

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

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 PATROLAJC 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 PATROLAJC 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 PATROLAJC before the proposed variation or revocation shall be considered to be effective. Provided that nothing in this Standing Order shall operate to prevent the PATROLAJC adopting new Standing Orders at its annual meeting.

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 PATROLAJC) and is not itself the subject of debate.
- (iii) Any person, other than an officer of the PATROLAJC, who is appointed to do anything in connection with the PATROLAJC or subcommittee which enables him to speak at meetings of the PATROLAJC 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 PATROLAJC 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 PATROLAJC, or in some other matters which is to be considered by PATROLAJC 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 PATROLAJC and if the contract or other matter were to be considered at a meeting of the PATROLAJC 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 PATROLAJC.
- (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 PATROLAJC 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 PATROLAJC 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 PATROLAJC 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 PATROLAJC.

- (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 PATROLAJC, 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 PATROLAJC 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 PATROLAJC or an elected member or officer of the Participating Authorities wishes to have access to land or buildings in the occupation of the PATROLAJC 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 PATROLAJC shall accompany the representative, member or officer.

- (v) If any member of the Participating Authorities or any other representative of the PATROLAJC 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 PATROLAJC 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 PATROLAJC shall have any claim by virtue of his position:
 - (a) to enter any land or buildings occupied by the PATROLAJC 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 PATROLAJC to enter or inspect other land or buildings, except where specifically authorised to do so by the PATROLAJC ;
 - (c) to exercise any other power of the PATROLAJC;

- (d) to issue any order with respect to any works which are being carried out by, or on behalf of, the PATROLAJC, or with respect to any goods or services which are being, or might be, purchased by the PATROLAJC
- (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 PATROLAJC, and that the matter were to be considered by the PATROLAJC, 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 PATROLAJC) by the PATROLAJC or by one of the employees of the Lead Authority in the course of transacting any business of the PATROLAJC, 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 PATROLAJC.

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:-

“Local Authority” means a local authority which is an enforcement authority for the purpose of Part 6 of the Traffic Management Act 2004 in relation to road traffic contraventions (of any description) or performing the functions of such an enforcement authority.

“The Agreement” means an agreement for Parking and Traffic Regulations Outside London Adjudication Joint Committee made between The Council of the City of Manchester, Hampshire County Council, Oxfordshire County Council and Denbighshire County Council

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

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

“Lead Officer” means the Chief Executive of the Council of the City of Manchester or such other officer of the Lead Authority nominated by him

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

SCHEDULE 5

FINANCIAL STANDING ORDERS AND RULES

OF FINANCIAL MANAGEMENT

1. All cheques and other negotiable instruments and all receipts for monies paid to or on behalf of the PATROLAJC shall be signed endorsed or otherwise executed as the case may be in such manner as the PATROLAJC Standing Orders and/or Financial Regulations may from time to time specify.
2. Whenever any sum of money is recoverable from or payable by a Participating Authority the same may be deducted from any sum then due or which at any time thereafter may become due to that Participating Authority
3. Upon demand of a Participating Authority the PATROLAJC will provide reasonable proof that the PATROLAJC charges are properly based and this obligation will continue for 18 months after the lawful termination of the arrangements entered into pursuant to this Agreement.
4. The PATROLAJC shall cause proper books of account to be kept and audited such as are necessary to give a true and fair view of the state of the affairs of the PATROLAJC and to explain its transactions.
5. The books of account will be kept at the office of the Lead Authority or at such other place as the PATROLAJC thinks fit and they shall during normal office hours be open to inspection and copying by a Participating Authority

6. The Lead Officer of the Lead Authority shall provide an annual statement each year to the PATROLAJC identifying the proposed budget for the next financial year which shall be submitted to the PATROLAJC by no later than 31 day of January for ratification and approval. The PATROLAJC will also provide timely statements monitoring expenditure against the budget and identifying where appropriate the basis and level of charges to the Participating Authorities
7. The Accounts of the PATROLAJC shall be prepared to the CIPFA Accounting Standards or similar best practice.
8. The Annual Accounts for the preceding year shall be submitted to the PATROLAJC for approval not later than 30 June in each year. A copy of the Report of the PATROLAJC auditor shall be submitted to a subsequent meeting of the PATROLAJC.

SCHEDULE 6

TERMS AND CONDITIONS OF THE ARRANGEMENT
BETWEEN THE PARTICIPATING AUTHORITIES AND THE LEAD
AUTHORITY

1. The Participating Authorities individually in accordance with their own constitutional arrangements and as part of their arrangements for the establishment of the PATROLAJC hereby agree that the Lead Authority shall provide such goods and services to the PATROLAJC as the PATROLAJC may from time to time determine.

2. Without Prejudice to the generality of the foregoing clause the Lead Authority shall provide staff for the performance on behalf of the PATROLAJC of the functions which are the subject of these arrangements and may in particular:
 - a) appoint, dismiss and discipline staff
 - b) meet the expenses of the PATROLAJC
 - c) negotiate and execute contracts including but not limited to contracts for Works
 - d) negotiate and execute property transactions including but not limited to leases licenses and wayleaves
 - e) give and procure Committee administration support and professional advice including but not limited to legal financial surveying and personnel matters

- f) provide such other goods and services as may be agreed with the Lead Authority and authorised by the PATROLAJC in writing
3. The PATROLAJC shall reimburse the Lead Authority all costs and charges incurred including VAT correctly levied in the provision of its services as Lead Authority within 30 days of receipt of invoices submitted by the Lead Authority
 4. The consideration payable to the Lead Authority shall be subject to audit by the PATROLAJC and the Lead Authority shall upon request make available all accounts records and other documents reasonably required for such purpose
 5. The Lead Authority shall take all reasonable steps to protect the interests of the PATROLAJC and to keep the PATROLAJC fully informed of all acts or decisions undertaken by the Lead Authority under this arrangement.
 6. The PATROLAJC shall indemnify the Lead Authority against all claims demands costs and expenses arising out of the giving of professional advice or its actions as Lead Authority save that arising from any negligent act or omission of the Lead Authority or its employees.
 7. The PATROLAJC 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 date of this Agreement UNLESS and until either party exercises their right to terminate the appointment of the Lead Authority pursuant to Clauses 4.4 or 4.5 of this Agreement.

8. The Lead Authority may in pursuance of these arrangements and Section 120(4) of the Local Government Act 1972 acquire and dispose of land on behalf of the Participating Authorities.
9. No property belonging to the Lead Authority including staff and premises provided by the Lead Authority for the use of the PATROLAJC shall thereby become part of the assets of the PATROLAJC unless specifically agreed in writing between the Lead Authority and the PATROLAJC and for the avoidance of doubt neither the PATROLAJC 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 thereof and possession of the said property shall be delivered when required by the Lead Authority.

SCHEDULE 7

MEMORANDUM OF PARTICIPATION IN THE PARKING AND TRAFFIC

REGULATIONS OUTSIDE LONDON

ADJUDICATION JOINT COMMITTEE

Whereas XXXXX Council is an enforcement authority for the purposes of Part 6 of the Traffic Management Act 2004 ('the 2004 Act') or is performing the functions of such an enforcement authority.

And whereas Regulations made under the 2004 Act ("The Regulations") provide that the functions conferred on each Local Authority relating to adjudication and adjudicators shall be discharged by it through a joint

committee set up in pursuance of arrangements entered into by it under Section 101(5) and s102 (1) (b) of the Local Government Act 1972;

And whereas a number of Local Authorities have entered into a Deed of Arrangements for the establishment of a joint committee known as the Parking and Traffic Regulations Outside London Adjudication Joint Committee ("PATROLAJC");

And whereas 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;

And whereas the said Local Authority is desirous of entering into the same arrangements as govern the setting up of the PATROLAJC with those Local Authorities which are currently parties to the said arrangements and to that end wishes to become a party to those arrangements;

And whereas 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

NOW IT IS HEREBY AGREED

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 Deed of Arrangements 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:
 - a) 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;
 - b) 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 PATROLAJC 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
PATROLAJC AGREEMENT

SCHEDULE 2
CONTRIBUTION LETTER

In witness whereof the Parties have executed and delivered this Deed the day and year first before written.

THE COMMON SEAL of the COUNCIL OF THE CITY OF MANCHESTER is hereunto affixed pursuant to an Order of the Council of the said City: -

Authorised Signatory

THE COMMON SEAL of HAMPSHIRE COUNTY COUNCIL in the presence of: -

Authorised Signatory

THE COMMON SEAL of OXFORDSHIRE COUNTY COUNCIL was hereunto affixed in the presence of: -

Authorised Signatory

THE COMMON SEAL of
DENBIGHSHIRE COUNTY
COUNCIL was hereunto affixed
in the presence of: -

Authorised Signatory