

**SOUTH THAMES GATEWAY
BUILDING CONTROL PARTNERSHIP**

**CONSTITUTION FOR THE SOUTH THAMES
GATEWAY BUILDING CONTROL
JOINT COMMITTEE**

Paragraph	Subject matter
1.	INTRODUCTION
2.	INTERPRETATION
3.	AIMS AND OBJECTIVES OF THE COMMMITEE
4.	FUNCTIONS TO BE EXCERCISED BY THE JOINT COMMITTEE ON BEHALF OF THE PARTNER AUTHORITIES
5.	MEMBERSHIP OF THE JOINT COMMITTEE
6.	ROLE OF A JOINT COMMITTEE MEMBER
7.	MEETINGS OF THE JOINT COMMITTEE
8.	SUPPORT TO THE JOINT COMMITTEE
9.	BUSINESS PLAN
10.	CONTRIBUTIONS TO THE COSTS INCURRED BY THE JOINT COMMITTEE
11.	DELEGATION TO SUB-COMMITTEES AND OFFICERS..
12.	AMENDMENTS TO THE CONSTITUTION BY THE JOINT COMMITTEE
13.	SCRUTINY ARRANGEMENTS
14.	CONDUCT AND EXPENSES OF MEMBERS
15.	LIABILITY OF JOINT COMMITTEE MEMBERS
16.	DISPUTE RESOLUTION
17.	ADDITIONAL MEMBERS
18.	CESSATION OF MEMBERSHIP
19.	CONFIDENTIALITY, DATA PROTECTION AND FREEDOM OF INFORMATION

PARTIES:

- (1) GRAVESHAM BOROUGH COUNCIL of Civic Centre, Windmill Street, Gravesend, Kent, DA12 1AU (subsequently referred to as “**Gravesham**”, which expression shall include its successors in title and assigns to the extent permitted under this Agreement); and
- (2) MEDWAY COUNCIL of Civic Centre, Strood, Rochester, Kent, ME2 4AU (subsequently referred to as “**Medway**”, which expression shall include its successors in title and assigns to the extent permitted under this Agreement); and
- (3) SWALE BOROUGH COUNCIL of Swale House, East Street, Sittingbourne, Kent, ME10 3HT (subsequently referred to as “**Swale**”, which expression shall include its successors in title and assigns to the extent permitted under this Agreement);

and together referred to as “the Partner Authorities”.

RECITALS

- (A) The Partner Authorities wish to work together to:
- (i) to provide a single shared service for the delivery of Building Control Services in the Joint Area.
 - (ii) oversee, monitor, manage and develop the joint arrangements to ensure the successful establishment of the shared service.
 - (iii) enhance and improve the services offered.
 - (iv) seek to improve and sustain performance standards and competitiveness, cost effectiveness of services provided by the Partners to the people and businesses across the Joint Area.
 - (v) explore all procurement opportunities and options for the delivery of Building Control Services and activities. To determine the option which for the activity concerned secures best value to each of the Partner Authorities and of the council tax payers of the Joint Area.
 - (vi) ensure that in any option appraisal conducted under Recital (v) above.
 - (v) full consideration is given to the impact, (financial and non financial), on employees and other services of each of the Partner Authorities and that these are made known to, and accepted by, each Partner Authority.
 - (vi) be bound by the principles of best value and to maximise the opportunities under the power to promote the environmental, social and economic well being in all matters related to building control services implementation and management.
 - (vii) consider any other activities in accordance with the general scope of responsibility provided it continues to promote, develop or secure the role of the Building Control Joint Committee in building control services procurement implementation and management to the benefit of residents and businesses for the Joint Area.

- (viii) work together in a spirit of mutual trust, support and respect, and to ensure that when difficulties or differences of opinion arise they are addressed quickly, honestly and openly, if necessary by holding a Joint Meeting between the Building Control Joint Committee and the Partner Authorities leading members.
- (ix) share in a fair and equitable manner the costs and work included in achieving the Aims and Objectives and for that purpose will enter into a Memorandum of Agreement by which, inter alia, arrangements for the provision of a single shared service for the delivery of Building Control Services in the Joint Area will be established.
- (B) The Partner Authorities are building control authorities with responsibilities and powers in relation to building control under the Building Act 1984 (and Regulations made thereunder) and in particular under Section 91.
- (C) The Partner Authorities wish to establish a clear and accountable framework for them to work together to promote the economic, environmental and social well-being of their respective areas and in order that they are able to respond in a more effective and co-ordinated way in relation to the development and implementation of an integrated strategy for building control services including the procurement of an integrated building control services solution in the Joint Area.
- (D) The Partner Authorities have decided to form a joint committee as the appropriate framework under Section 101 of the Local Government Act 1972 and the Local Authorities (Arrangement for the Discharge of Functions) (England) Regulations 2000 made under Section 20 of the Local Government Act 2000, and any other enabling legislation.
- (E) The Partner Authorities have agreed:
- to form a joint committee with effect from 1 October 2007 and;
 - for the functions set out in this Agreement to be delegated to the Joint Committee and be discharged by the Joint Committee on behalf of their authority.
- (F) Any amendments to this Agreement shall be first approved by the Partner Authorities.
- (G) This Agreement is without prejudice to each Partner Authority's powers and responsibilities as building control authorities for their respective areas.

IT IS AGREED AS FOLLOWS:

1. INTRODUCTION

1.1 Definitions

In this Agreement, unless the context otherwise requires:

“Aims and Objectives”

means the agreed aims and objectives of the Joint Committee as set out in paragraph 3 of this Agreement;

“Annual General Meeting”

means the meeting of the Joint Committee convened each year in accordance with paragraph 7 of this Agreement;

“Building Control Executive Functions”

means those building control functions that are the responsibility of each of the Partner Authorities Executives;

Building Control Partnership”

means the arrangements by virtue of this Agreement for the provision of a single shared service for the delivery of Building Control Services in the Joint Area;

“Building Control Services”

means the building control services provided by the Joint Committee pursuant to the provisions of this Agreement.

“Business Plan”

means the business plan approved by the Joint Committee and each of the Partner Authorities from time to time in accordance with this Agreement which expression shall include the First Business Plan;

“Chairman”

means the Chairman of the Joint Committee appointed by the Joint Committee at each Annual General Meeting in accordance with paragraph 7 of this Agreement;

“Clear Day”

means for the purposes of this Agreement a complete day and it shall not include the date upon which any notification is made or received under this Agreement or any intervening Sunday, Bank or public holiday;

“Code of Conduct”

means for the purpose of each Partner Authority the relevant code of conduct for members adopted by that authority in accordance with the 2000 Act;

“Commencement Date”

means 1 October 2007;

“Joint Area”

means all of the administrative areas of the Partner Authorities as one whole;

“Joint Committee”

means a joint committee of two or more local authorities as prescribed by Sections 101 and 102 of the 1972 Act constituted by this Agreement and the full title of this Joint Committee shall be the South Thames Gateway Building Control Joint Committee;

“Joint Committee Member”

means a member of the Joint Committee appointed in accordance with this Agreement;

“Delegated Functions”

means the functions delegated by each of the Partner Authorities to the Joint Committee as set out in paragraph 4 of this Agreement and as further detailed in the First Business Plan and each subsequent Business Plan;

“Draft Business Plan”

means a draft business plan prepared by the Joint Committee in accordance with **paragraph 9** of this Agreement;

“Executive”

means the executive of a Partner Authority as prescribed by Section 11 of the 2000 Act;

“Executive Arrangements”

shall have the meaning set out in Section 10 of the 2000 Act;

“Executive Decision”

means a decision which the Joint Committee has the authority to reach on behalf of each of the Partner Authorities in accordance with this Agreement;

“First Business Plan”

means the first Business Plan approved by each of the Partner Authorities;

“Memorandum of Agreement”

means the Agreement between the Partner Authorities setting out operational details concerning the provision of the joint building control services by the Joint Committee.

“Monitoring Officer”

shall mean the officer appointed in accordance with Section 5 of the Local Government and Housing Act 1989;

“Partner Authority Member”

means a Joint Committee Member appointed by a Partner Authority in accordance with this Agreement;

“Procurement Exercise”

means the procurement process undertaken by the Joint Committee in accordance with the Business Plan and the terms of this Agreement;

“Scrutiny Arrangements”

means the arrangements made by each Partner Authority for the scrutiny of its decisions in accordance with Section 21 of the 2000 Act;

“Scrutiny Committee”

means the committee of each Partner Authority responsible for the Scrutiny Arrangements in accordance with Section 21 of the 2000 Act,

“Secretary to the Joint Committee”

means the person so nominated by the relevant Partner Authority pursuant to paragraph 8 of this Agreement;

“Standards Board”

means the Standards Board for England and Wales established by Section 57 of the 2000 Act;

“Sub-Committee”

means a sub-committee of the Joint Committee established in accordance with paragraph 5 of this Agreement;

“Substitute Member”

means subject to the provisions of this Agreement a substitute for a Joint Committee Member appointed by each Partner Authority to act in the absence of the Partner Authority Member;

“Vice-Chairman”

means the Vice-Chairman of the Joint Committee appointed by the Joint Committee at each Annual General Meeting in accordance with paragraph 7 of this Agreement;

“Voting Member”

means a Joint Committee Member who is able to vote (that is each Partner Authority Member or in his or her absence the Partner Authority Member’s Substitute Member);

“1972 Act”

means the Local Government Act 1972 (as amended);

“2000 Act”

means the Local Government Act 2000 (as amended).

2. INTERPRETATION

2.1 In this Agreement except where the context otherwise requires:-

2.1.1 the masculine includes the feminine and vice-versa;

2.1.2 the singular includes the plural and vice-versa;

2.1.3 a reference in this Agreement to any paragraph, sub-paragraph, Schedule or Annex is, except where it is expressly stated to the contrary, a reference to such paragraph/sub-paragraph, Schedule or annex of this Agreement;

2.1.4 any reference to this Agreement or to any other document shall include any permitted variation, amendment, or supplement to such document;

2.1.5 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;

2.1.6 a reference to a person includes firms, partnerships and corporations and their successors and permitted assignees or transferees; and

2.1.7 headings are for convenience of reference only.

2.2 The words in this Agreement shall bear their natural meaning. Each of the Partner Authorities have had the opportunity to take legal advice on this Agreement and no term shall, therefore, be construed *contra proferentem*.

2.3 In construing this Agreement, the rule known as the ejusdem generis rule shall not apply nor shall any similar rule or approach to the construction of this Agreement and accordingly general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.

3. AIMS AND OBJECTIVES OF THE JOINT COMMITTEE

3.1 Each of the Partner Authorities wish to establish a clear and accountable framework for them to work together to promote the economic, environmental and social well-being of their respective areas and in order that they are able to respond in a more

effective and coordinated way in relation to the development and implementation of the Business Plan.

- 3.2 Each of the Partner Authorities, in recognition of the need for delivering best value, promoting financial efficiency and effectiveness, and securing continuous improvement in the provision of building control services, wish to:
- 3.2.1 procure services, facilities, assets and solutions in accordance with the Business Plan;
 - 3.2.2 work together in a spirit of mutual trust, support and respect, and to ensure that when difficulties or differences of opinion arise they are addressed quickly, honestly and openly;
 - 3.2.3 share in a fair and equitable manner the costs and work included in achieving these Aims and Objectives;
 - 3.2.4 endeavour to fully engage all stakeholders and to maximise the contributions which each Partner Authority may be able to make; and
 - 3.2.5 provide a forum and mechanisms for ensuring that there is a coherent programme and organisational structure for building control services and for joint working;
 - 3.2.6 consider any other activities in accordance with the general scope of responsibility of the Joint Committee provided it continues to promote, develop or secure the role of the Joint Committee in Building Control Services procurement implementation and management to the benefit of residents and businesses for the Joint Area.
- 3.3 Each of the Partner Authorities has agreed to establish and maintain the Joint Committee with the membership, powers, duties and responsibilities set out in this Agreement.

4. FUNCTIONS TO BE EXERCISED BY THE JOINT COMMITTEE ON BEHALF OF THE PARTNER AUTHORITIES

- 4.1 The functions of the Joint Committee are:-
- 4.1.1 To exercise the powers and assume the responsibilities of the Partner Authorities in relation to building control under the Building Act 1984 and other related legislation;
 - 4.1.2 To implement the First Business Plan of the Joint Committee;
 - 4.1.3 To develop an annual Business Plan for approval by each Partner Authority and adoption and implementation by the Joint Committee;
 - 4.1.4 To make recommendations to each Partner Authority to provide resources as required to secure the delivery of the Business Plan and to support the Aims and Objectives;
 - 4.1.5 To prepare and submit as required all reports, business cases and supplementary information as may be required by central government and or any agency or organization on behalf of central government in

relation to the delivery of the Business Plan and/or to obtain additional funding to support the Aims and Objectives;

- 4.1.6 To enter into dialogue with central government and or any agency or organisation on behalf of central government to secure the delivery of the Business Plan and/or to obtain additional funding to support the Aims and Objectives;
- 4.1.7 To consult with appropriate persons and to commission research and public opinion surveys into matters relevant to the Aims and Objectives and the Business Plan;
- 4.1.8 To influence, advise and lobby central government and other agencies (whether locally, nationally and internationally) where this is felt to be consistent with the Aims and Objectives and the Business Plan;

5. MEMBERSHIP OF THE JOINT COMMITTEE

- 5.1 Each Partner Authority shall appoint one elected member as its Partner Authority Member, and one Substitute Member (to act in its Partner Authority Member's absence) as its Substitute Member, to the Joint Committee.
- 5.2 The Joint Committee may invite Stakeholders to become members of the Joint Committee as Stakeholder Members (without any voting rights) if it considers this to be beneficial to meeting the Aims and Objectives and the Business Plan.
- 5.3 The term of office of each Joint Committee Member and Substitute Member shall be determined by the Partner Authority or Stakeholder (as the case may be) appointing them, provided that for the duration of their appointment they remain an elected member or duly nominated representative of their appointing authority/organisation and have been appointed by that authority/organisation to be or remain a Joint Committee Member or Substitute Member, as the case may be.
- 5.4 Each Partner Authority and Stakeholder shall notify the Secretary of the Joint Committee of the name and contact details of its Joint Committee Member and Substitute Member.
- 5.5 A Partner Authority or Stakeholder may change its appointed Joint Committee Member (or Substitute Member) at any time provided that written notice of any such change is given to the Secretary to the Joint Committee, taking effect upon receipt. Such written notice may be given by electronic mail.
- 5.6 Each Partner Authority operating under Executive Arrangements shall ensure that either its appointed Joint Committee Member or its Substitute Member is a member of its Executive.
- 5.7 Each Partner Authority and Stakeholder shall, as far as possible, ensure that the persons appointed as Joint Committee Members and Substitute Members have the skills and qualities required to fulfill the role of a Joint Committee Member.
- 5.8 Each Partner Authority and Stakeholder shall send appropriate officer(s) to meetings of the Joint Committee (or any Sub-Committee) to support its Joint Committee Member.

- 5.9 Each Partner Authority (through either its Partner Authority Member or Substitute Member) shall have one vote at meetings of the Joint Committee (or any Sub-Committee).
- 5.10 Subject to the provisions of paragraph 5.11 below, wherever possible decisions made by the Joint Committee will be by means of consensus. In the event of a vote being necessary, voting will be by a show of hands and decisions reached will be based on the majority of votes cast for or against a particular proposal. In the event of the voting being equal, the Chairman of the Joint Committee will have a second or casting vote, but in the event of the Chairman choosing not to exercise the second or casting vote, the proposal in question will fail.
- 5.11 Recorded votes shall be taken if requested by any Voting Member, and any such Voting Member shall have the right to have the way he voted (or abstained) recorded in the minutes.

6. ROLE OF A JOINT COMMITTEE MEMBER

- 6.1 The responsibilities of a Joint Committee Member are as follows, so far as such are consistent with the interests of his or her own Partner Authority in relation to Partner Authority Members:-
- 6.1.1 To be committed to, and act as a champion for the achievement, of the Aims and Objectives and the Business Plan;
- 6.1.2 To be a good ambassador for the Joint Committee;
- 6.1.3 To attend Joint Committee meetings regularly, vote on items of business (if entitled to vote) and make a positive contribution to the achievement of the Aims and Objectives and the delivery of the Business Plan;
- 6.1.4 To remain acquainted with emerging technologies and processes in the area of building control services; and
- 6.1.5 To act as an advocate for the Joint Committee in seeking any necessary approval of its Partner Authority to the Business Plan and any changes to this Agreement .

7. MEETINGS OF THE JOINT COMMITTEE

- 7.1 The first meeting of the Joint Committee year before 1 April 2008 shall be its Annual General Meeting and at this meeting the Chairman and Vice-Chairman of the Joint Committee shall be appointed and the First Business Plan of the Joint Committee (which shall have been first approved by each Partner Authority) shall be adopted.
- 7.2 Subject to paragraph 7.1 the Joint Committee shall normally meet at least four times a year. At each Annual General Meeting the Joint Committee shall determine and approve the schedule for all meetings to take place over the following year.
- 7.3 The Chairman may call other meetings as necessary in addition to those set out in the schedule of meetings approved at the relevant Annual General Meeting provided the Vice-Chairman and the Secretary to the Joint Committee approve the date and time of such additional meetings. The Vice-Chairman may cancel / rearrange a meeting if there is insufficient business to justify this being held or if other circumstances make it appropriate for this to be held at a different date/time,

provided the Vice-Chairman and the Secretary to the Joint Committee agree to the cancellation of any meeting and approve the date and time of any rearranged meeting.

- 7.4 The meeting of the Joint Committee in any year after 1 April 2008 shall be the Annual General Meeting at which the Chairman, Vice-Chairman and any Sub-Committees of the Joint Committee shall be appointed, but nothing in this paragraph prevents the Joint Committee establishing a Sub-Committee at any other time. At the Annual General Meeting on or after 1 April 2008 the Joint Committee shall adopt the Business Plan which shall have been first approved by each of the Partner Authorities.
- 7.5 The Joint Committee Member appointed to the office of Chairman or Vice-Chairman shall always be a Voting Member of the Joint Committee.
- 7.6 The quorum for a valid meeting of the Joint Committee shall be equal to the number of Voting Members on the Joint Committee at the time of the relevant meeting less one.
- 7.7 A printed copy of the summons, the agenda for each meeting, any relevant reports and the minutes of the previous meeting shall be despatched by the Secretary of the Joint Committee, at least five (5) Clear Days before such meeting to each Joint Committee Member and Substitute Member.
- 7.8 At the same time, such papers will also be despatched to the Chairman of each of the Partner Authority's Scrutiny Committee with responsibility for scrutiny in respect of building control matters, to each of the spokespersons for any other political groups within each Partner Authority, and to the Chief Executive of each Partner Authority or such other senior officer of a Partner Authority as may be nominated in writing by a Partner Authority to the Secretary of the Joint Committee.
- 7.9 The summons 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 Secretary of the Joint Committee.
- 7.10 In the case of a matter requiring urgent attention the Chairman at his absolute discretion may agree to a meeting of the Joint Committee being convened with less than ten (10) Clear Days.
- 7.11 The Chairman may summon a special meeting of the Joint Committee at any time. A special meeting shall also be summoned on the requisition in writing of not less than two Voting Members, which requisition shall be delivered to the Secretary and shall specify the business to be considered at the Special Meeting. The Secretary shall, within five (5) Clear Days of receipt of such a request, arrange for the Special Meeting to be convened within the next 21 Clear Days.
- 7.12 Meetings of the Joint Committee will be open to the public and press except during consideration of items containing confidential or exempt information within the meaning of the 1972 Act.
- 7.13 Minutes of the Joint Committee shall (subject to the provisions of paragraph 7.12 above) be available to the public and press as though they were minutes of a meeting of a Partner Authority.

- 7.14 The 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.

8. SUPPORT TO THE JOINT COMMITTEE

- 8.1 The Secretary to the Joint Committee shall be an officer of the Partner Authority providing the Democratic Services Support. The Joint Committee may (on not less than a 12 monthly basis) select which of the Partner Authorities is to provide this support. The Partner Authority so selected shall nominate in writing to the Chairman the senior officer to be Secretary to the Joint Committee.
- 8.2 The responsibilities of the Secretary to the Joint Committee shall be as follows:-
- 8.2.1 to make all necessary arrangements for the convening of meetings of the Joint Committee and any Sub-Committees;
 - 8.2.2 to ensure that, where necessary, advice on the technical, legal and financial implications of matters under consideration by the Joint Committee and any sub-committee or relevant to the Joint Committee's functions are included in the reports to the Joint Committee and any sub-committee;
 - 8.2.3 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;
 - 8.2.4 to arrange for the taking and maintenance of minutes of meetings of the Joint Committee and any Sub-Committees, and ensure that the business of the Joint Committee at its meetings is conducted in accordance with legal requirements;
 - 8.2.5 to be responsible for communications relating to the arrangements for meetings of the Joint Committee; and
 - 8.2.6 to manage and co-ordinate the day-to-day affairs of the Joint Committee and its administrative support.
- 8.3 The business address for all communications relating to the administration of the Joint Committee's affairs shall be the chief business address of the Partner Authority selected by the Joint Committee to provide this support, marked for the attention of the Secretary to the Building Control Joint Committee.

9. BUSINESS PLAN

- 9.1 The Joint Committee shall implement the First Business Plan (which shall have been first approved by each of the Partner Authorities) and shall only make decisions in accordance with the First Business Plan (or any subsequent Business Plan prepared and approved in accordance with this **paragraph 9**).
- 9.2 The Joint Committee may consider and propose amendments to the Business Plan, where necessary to accommodate unforeseen circumstances, which have arisen which would assist the Joint Committee in achieving the Aims and Objectives. Any

proposed amendment that is approved by the Joint Committee shall then be submitted to each Partner Authority for approval.

- 9.3 Subject to any such amendments not involving proposals for the Partner Authorities to change the amount of their budgetary contributions to the Building Control Partnership upon receipt of any proposed amendment in accordance with paragraph 9.2, each Partner Authority shall advise the Secretary of the Joint Committee within fifteen (15) Clear Days of receipt of the proposed amendment whether it approves or rejects the proposed amendment. In any case where the proposed amendment does involve proposals for the Partner Authorities to change any of their budgetary contributions to the Building Control Partnership each Partner Authority shall advise the Secretary of the Joint Committee within three months of receipt of the proposed amendment whether it approves or rejects the proposed amendment.
- 9.4 Where a Partner Authority fails to advise the Secretary of the Joint Committee within this period then it shall be deemed that such Partner Authority approves the proposed amendment.
- 9.5 Where one or more Partner Authorities reject a proposed amendment, then the First Business Plan shall not be amended.
- 9.6 Where all of the Partner Authorities approve the proposed amendment, then the amendment(s) shall be incorporated into the First Business Plan.
- 9.7 Each year the Joint Committee shall be responsible for the preparation of a Draft Business Plan for approval at its Annual General Meeting.
- 9.8 The Draft Business Plan shall set out the strategy for the achievement of the Aims and Objectives over the next full twelve-month period commencing on the 1 April in the relevant year. It will specify the activities to be undertaken, and arrangements to be entered into, in support of that strategy, together with a full assessment of the financial, resource, service, legal and contractual implications.
- 9.9 The Joint Committee shall provide each Partner Authority with a copy of the Draft Business Plan by no later than 1 October in any year.
- 9.10 The Draft Business Plan shall be considered by each of the Partner Authorities and each Partner Authority shall provide its comments, if any, on the Draft Business Plan to the Secretary of the Joint Committee within thirty five (35) Clear Days of receiving the Draft Business Plan.
- 9.11 Following receipt of any comments provided by the Partner Authorities, the Joint Committee shall revise the Draft Business Plan and circulate it to each of the Partner Authorities for their final approval not later than the next following 5th January.
- 9.12 Each Partner Authority shall advise the Secretary of the Joint Committee whether it approves or rejects the revised Draft Business Plan at least ten (10) Clear Days prior to the date of the Joint Committee's Annual General Meeting.
- 9.13 Where a Partner Authority fails to advise the Secretary of the Joint Committee of its approval or otherwise within the period referred to in paragraph 9.12 then it shall be deemed that such Partner Authority approves the revised Draft Business Plan.

- 9.14 Where one or more Partner Authorities do not approve the revised Draft Business Plan then it shall not be adopted by the Joint Committee and as far as possible the Joint Committee shall continue to act under the previous Business Plan.
- 9.15 Where the revised Draft Business Plan is not approved by one or more Partner Authorities the Joint Committee and that Partner Authority(ies) shall use their best endeavours to agree a revised Draft Business Plan and seek approval for the revised Draft Business Plan.
- 9.16 At its Annual General Meeting, the Joint Committee shall, subject to the Draft Business Plan being first approved by all of the Partner Authorities, approve the Draft Business Plan. Once approved the Draft Business Plan shall become the Business Plan for the Joint Committee.
- 9.17 At any other time the Joint Committee may consider and propose a draft amendment to the Business Plan, where necessary to accommodate unforeseen circumstances, which have arisen which would assist the Joint Committee in achieving the Aims and Objectives. Any proposed amendment that is agreed by the Joint Committee shall then be submitted to each of the Partner Authorities for approval.
- 9.18 Subject to **paragraph 9.3** upon receipt of any proposed amendment in accordance with **paragraph 9.17**, each Partner Authority shall advise the Secretary of the Joint Committee within fifteen (15) Clear Days of receipt of the proposed amendment whether it approves or rejects the proposed amendment.
- 9.19 Where a Partner Authority fails to advise the Secretary of the Joint Committee within this period then it shall be deemed that such Partner Authority approves the proposed amendment.
- 9.20 Where one or more Partner Authorities reject a proposed amendment, then the Business Plan shall not be amended.
- 9.21 Each Partner Authority shall ensure that any key decisions that the Joint Committee expects to make, as set out in a Business Plan, are reflected in its forward plan.
- 10. CONTRIBUTIONS TO THE COSTS INCURRED BY THE JOINT COMMITTEE**
- 10.1 The Partner Authorities shall jointly fund all costs incurred by the Joint Committee in accordance with the Business Plan.
- 10.2 The costs referred to in **paragraph 10.1** above shall be incurred by Medway on behalf of the Joint Committee and each of the other Partner Authorities shall reimburse Medway for their share of these costs on Medway providing reasonable evidence to each other Partner Authority that such costs have in fact been reasonably incurred by it.
- 11. DELEGATION TO SUB-COMMITTEES AND OFFICERS**
- 11.1 The Joint Committee may arrange for any of its functions to be discharged by a Sub-Committee or by officers of the Partner Authorities.
- 11.2 The Joint Committee may appoint working groups of Joint Committee Members and/or officers to consider specific matters and report back to the Joint Committee or any Sub-Committee with recommendations.

11.3 Contracts on behalf of the Joint Committee shall be let by Medway and any Procurement Exercises on behalf of the Joint Committee shall be subject to Medway's contract rules and procurement strategy or to any other equivalent rules and/or strategies. The other Partner Authorities shall, in accordance with the Memorandum of Agreement, reimburse Medway for their share of these costs and liabilities on Medway providing reasonable evidence to each other Partner Authority of such costs and liabilities.

12. AMENDMENTS TO THE CONSTITUTION BY THE JOINT COMMITTEE

12.1 The terms of this Agreement shall be kept under periodic review by the Joint Committee and by each of the Partner Authorities.

12.2 Any amendments to this Agreement to be proposed by the Joint Committee to the Partner Authorities (including but not limited to the addition of a new Partner Authority to the Joint Committee) shall be subject to all votes cast at a meeting of the Joint Committee being cast in favour of the proposed amendment(s).

12.3 The amendment(s), once approved by the Joint Committee, shall be subject to the approval of all of the Partner Authorities. Each Partner Authority shall use its best endeavours to approve (or otherwise) such amendments as soon as reasonably possible.

13. SCRUTINY ARRANGEMENTS

13.1 The decisions made (and, for the avoidance of doubt, not mere recommendations of) the Joint Committee insofar as they relate to the exercise of Building Control Executive Functions by the Joint Committee, shall be subject to the Scrutiny Arrangements of each Partner Authority.

13.2 All such decisions of the Joint Committee shall be notified to all those to whom agenda papers etc are despatched in accordance with **paragraph 7.8** above within two (2) Clear Days of the decision being reached or the actions being taken, as the case may be.

13.3 The Joint Committee Members and their officer advisers shall fully co-operate with the relevant Scrutiny Committee of any of the Partner Authorities.

13.4 Any decision of the Joint Committee called in for scrutiny before it is implemented shall not be implemented until the Scrutiny Arrangements of the Partner Authority whose membership has called in the decision or action has been completed.

13.5 A call in of such a decision can only be made if the decision or action concerned directly affects the Partner Authority whose membership wishes to call in the decision or action.

13.6 A Joint Committee Member must if he is involved in the consideration of a call-in of a matter at a meeting of a Scrutiny Committee or a sub-committee of such a committee regard himself as having a personal and a prejudicial interest if that consideration relates to a decision made by the Joint Committee or any Sub Committee of the Joint Committee.

13.7 **Paragraph 13.6** above shall not apply if that Joint Committee Member attends that meeting for the purpose of answering questions or otherwise giving evidence relating to that decision or action.

- 13.8 A Scrutiny Committee shall have the right to 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.
- 13.9 Once it has formed recommendations on proposals for development, a Scrutiny Committee shall have the right to prepare a formal report and submit it for consideration by the Joint Committee.
- 13.10 The Joint Committee shall normally consider the report of a Scrutiny Committee at its next meeting unless such meeting is not held within the next period of 28 days from receipt of the report by the Secretary in which case a special meeting shall be convened in accordance with paragraph 7.11 and the Joint Committee shall issue a formal response to such a report.
- 13.11 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 Proper Officer, as the case may be, of its own authority.
- 13.12 That Monitoring Officer or Proper Officer shall inform the Partner Authority Member or officer in writing giving at least ten (10) Clear 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.
- 13.13 Where the account to be given to the Scrutiny Committee will require the production of a report, then the Partner Authority Member or officer concerned will be given sufficient notice to allow for preparation of that documentation.
- 13.14 Where, in exceptional circumstances, the Partner Authority Member or officer is unable to attend on the required date, then the Scrutiny Committee may 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.
- 13.15 If, having considered a decision taken by the Joint Committee, a Scrutiny Committee is 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 (7) Clear Days from the date of referral back to consider whether to amend the original decision or revise the original action taken before reaching a final decision or taking final action. The provisions of **paragraph 7.10** shall apply for the purposes of any meetings called for the Joint Committee to consider matters referred to it by the Scrutiny Committee.
- 13.16 If following an objection to a decision, a Scrutiny Committee does not meet in the period prescribed by the Partner Authority's Scrutiny Arrangements, or does meet but does not refer the matter back to the Joint Committee, the decision or action shall take effect on the date of the scrutiny meeting, or the expiry of the period in which it should have met whichever is the earlier.
- 13.17 The call-in procedure set out above shall not apply where the decision being taken by the Joint Committee is urgent.

- 13.18 A decision will be deemed to be urgent if any delay likely to be caused by the call-in process would prejudice the Joint Committee's, the public's or a third party's interests.
- 13.19 The record of the decision and notice by which it is made, shall state whether, in the opinion of the Joint Committee, the decision or action is an urgent one and, therefore, not subject to call-in in accordance with the procedures set out in this **paragraph 13**.
- 13.20 The Chairman of the Scrutiny Committee must agree both that the decision proposed is reasonable in all circumstances and to it being treated as a matter of urgency.
- 13.21 The operation of the provisions relating to call-in and urgency shall be monitored annually by the Secretary of the Joint Committee, and a report submitted to the Joint Committee with proposals for review if necessary.
- 13.22 The Joint Committee shall from time to time if required provide a report to each Partner Authority Scrutiny Committee containing:-
- a review of the progress of the Building Control Partnership and any key matters arising during the preceding period of 6 months
 - the principal proposals for the Business Plan for the next following year;
 - an update on the financial position of the Building Control Partnership or; such other information as may be reasonably required.
- 13.23 The Joint Committee members and their officer advisors shall fully co-operate with any request of the relevant Partner Authority in respect of:
- 13.23.1 the consideration of any report required under **paragraph 13.22** and
 - 13.23.2 any reasonable request for information to enable review of any aspect of the provision of Building Control Services
- 13.24 The Joint Committee shall have due regard to the reasonable recommendations of the relevant Partner Authority arising out of **paragraphs 13.22** and **13.23** above.

14. CONDUCT AND EXPENSES OF MEMBERS

- 14.1 All Joint Committee Members shall observe at all times the provisions of the Code of Conduct adopted by their respective Authorities.
- 14.2 Each Partner Authority and Stakeholder shall be responsible for meeting any expenses to which any Joint Committee Member (or its Substitute Member) or officer appointed by them, as its representative, is entitled as a result of their attendance at duly authorised meetings.

15. LIABILITY OF JOINT COMMITTEE MEMBERS

- 15.1 Joint Committee Members appointed by 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 authority.

- 15.2 Where any contractual arrangements are authorised by the Joint Committee, any liabilities arising under those arrangements will rest with the relevant Partner Authority(ies).
- 15.3 Indemnification for any liabilities which do arise is a matter between the Joint Committee Member and their appointing authority/body.

16. DISPUTE RESOLUTION

- 16.1 Any dispute under this Agreement shall in the first instance be referred to the Chief Executives of all of the Partner Authorities who shall meet to consider the dispute and use all reasonable endeavours to resolve matters as soon as reasonably practicable.

17. ADDITIONAL MEMBERS

- 17.1 Subject to **paragraph 17.2** below, the Joint Committee may agree to one or more local authority(ies) joining the Building Control Partnership for the purpose of providing a single shared service for the delivery of Building Control Services in the joint area of the Partner Authorities and the additional local authority(ies).
- 17.2 Any proposal(s) for additional local authority(ies) to join the Building Control Partnership shall be subject to each of the Partner Authorities first approving the proposal.

18. CESSATION OF MEMBERSHIP

- 18.1 The Joint Committee and this Agreement shall remain in existence and effect unless otherwise agreed in writing by all of the Partner Authorities.
- 18.2 Any Partner Authority may withdraw from membership of the Joint Committee by giving at least twelve months notice in writing to the Secretary to the Joint Committee.
- 18.3 In the event of a Partner Authority withdrawing from membership of the Joint Committee as provided for in **paragraph 18.2** above, then in respect of any contractual obligations or other financial commitments entered into or costs reasonably incurred on behalf of the Joint Committee by Medway:
- 18.3.1 prior to that Partner Authority giving notice to withdraw in accordance with **paragraph 18.2**; and
- 18.3.2 following that Partner Authority giving notice to withdraw in accordance with **paragraph 18.2** where such costs, contractual obligations or other financial commitments have been approved by that Partner Authority, the Partner Authority concerned shall:-
- 18.3.2.1 continue to meet its share of the financial commitment and costs in accordance with paragraph 10 or otherwise meet its part of the contractual obligations as required until the conclusion of the commitment or obligation as provided for in the contract or other documentation setting out the commitment or obligation; and

18.3.2.2 continue to be responsible for its part of any other liabilities relating to those contractual obligations or financial commitments until the conclusion of the obligations or commitments, as the case may be.

18.4 If all but one of the Partner Authorities decide to withdraw from membership of the Joint Committee then the Joint Committee shall automatically cease to exist and this Agreement shall automatically terminate. In this event the provisions in the Memorandum of Agreement relating to the cessation of the Joint Committee shall apply.

19. CONFIDENTIALITY, DATA PROTECTION AND FREEDOM OF INFORMATION

19.1 Each Partner Authority and Stakeholder shall use its best endeavours to keep confidential (and shall also use its best endeavours to require its Joint Committee Member, staff, employees and agents to keep confidential) any personal, commercial, technical or other information which would properly be regarded as confidential or exempt information for the purposes of the 1972 Act which they may acquire in consequence of this Agreement.

19.2 No Partner Authority or Stakeholder shall disclose such information to third parties other than for the purposes of this Agreement save to the extent that this is permitted by **paragraph 19.3** below.

19.3 The restrictions on disclosure of confidential/ exempt information set out above shall not apply to:-

19.3.1 information which at the time of disclosure is already in the public domain; or

19.3.2 information which after disclosure becomes available to the general public through no fault of any of the Partner Authorities or Stakeholders; or

19.3.3 information which a Partner Authority or Stakeholder is effectively under an obligation to disclose including (but not limited to):-

(a) compliance with an Order from a Court of competent jurisdiction;

(b) investigations by the Standards Board;

(c) as a result of a complaint to the Local Government Ombudsman; and/or

(d) enquiries by the District Auditor.

19.4 Each Partner Authority shall comply with the relevant provisions of the Data Protection Act 1998 and the Freedom of Information Act 2000 (together referred to as the "Information Acts") and Stakeholder Members shall in connection with their membership of the Joint Committee comply with all requests of the Joint Committee and/or any Partner Authority in connection with their obligations under the Information Acts.