

Dated 1<sup>st</sup> April 2011

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**AN AGREEMENT RELATING TO THE LEICESTERSHIRE PARTERSHIP –  
REVENUES AND BENEFITS**

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AGREEMENT BY DEED (“this Agreement”) dated 1<sup>st</sup> April 2011

PARTIES:

- (1) **HARBOROUGH DISTRICT COUNCIL** of Adam and Eve Street, Market Harborough, Leicestershire, LE16 7AG (“**Harborough**”): and
- (2) **HINCKLEY AND BOSWORTH BOROUGH COUNCIL** of Argents Mead, Hinckley, Leicestershire, LE10 1BZ (“**Hinckley & Bosworth**”): and
- (3) **NORTH WEST LEICESTERSHIRE DISTRICT COUNCIL**, of Whitwick Road, Coalville, Leicestershire, LE67 3FJ (“**North West**”).

**INTRODUCTION:**

- A The Parties have recognised that there are significant potential gains to be made by working together in delivering revenues and benefits services in partnership to give advantages and economies of scale and provide a robust flexible service.
- B To fully enable joint working and promote electronic service delivery in accordance with the principles identified in Harbough, Hinckley & Bosworth and North West’s efficiency programmes it was agreed to procure a joint revenue and benefits system that could be used by all three partners..
- C The parties intend to establish a Joint Committee pursuant to Section 101(5) of the Local Government Act 1972 and Section 19 and 20(1) of the Local Government Act 2000 and all other enabling powers for the purpose of jointly managing the Joint Committee Services once established. The Councils have passed the necessary resolution or otherwise obtained lawful authority for the establishment of the Joint Committee.
- D Each of the Parties has agreed to indemnify the other Parties in respect of liabilities arising from the establishment and maintenance of the Joint Committee Services.
- E This Agreement shall bring into effect the Joint Committee Services and shall set up and regulate the Joint Committee and the relationship between the Councils and the Joint Committee.
- F Each Party is committed to the principles of partnership working and sound investment in the future so that added value can be demonstrated in terms of expertise, innovation and investment to deliver added value to the customer.
- G Where joint procurement potentially enables each Council to discharge its Best Value Duty (as defined in Clause 1 below), any such procurement shall be undertaken within the terms of this Agreement. However, each Council retains the right to purchase outside the terms of this Agreement where in its opinion it is consistent with its obligations under this Agreement and would discharge its Best Value Duty.
- H Without prejudice to the intention of the Parties to establish a Joint Committee the Parties shall keep under review whether the Joint Committee Services are best managed through the mechanism of a Joint Committee and if not may consider alternative mechanisms.

## INTERPRETATION

### 1 INTERPRETATION

1.1 In this Agreement (and in the Constitution), the following expressions have the following meanings unless inconsistent with the context:

“**Agreed Percentages**” has the meaning given in paragraph 2.1 of Schedule 3;

“**Agreement**” means the agreement between the Councils in relation to the Joint Committee Services as contained in this document;

“**Annual General Meeting**” shall mean the annual general meeting of LPRB;

“**Alternative Dispute Resolution Notice**” has the meaning given in clause 19 of the Agreement

“**Assets**” means the Council Assets and the New Assets

“**Best Value Duty**” shall mean the duty imposed on the Councils by Part 1 of the 1999 Act under which the Councils are under a statutory duty to continuously improve the way their functions are exercised, having regard to a combination of economy, efficiency and effectiveness and to the guidance issued from time to time by the Secretary of State for Communities and Local Government;

“**Budget**” means the budget for the Joint Committee for the provision of Joint Committee Services for a municipal year as provided for in Schedule 3 of the Agreement.

“**Chair of the Joint Committee**” shall mean the Member who is appointed to chair the Joint Committee;

“**Change in Law**” shall mean any change in law (which shall include laws, regulations, statute or statutory provision) which comes into effect after the Commencement Date that specifically impacts upon the delivery of the Joint Committee Services or increases the cost of providing the Joint Committee Services;

“**Confidential Information**” shall mean any information which has been designated as confidential by any Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of any Party and all personal data and sensitive personal data within the meaning of the Data Protection Act 1998;

“**Contracting Council**” means the council which has contracted with a third party under a supplier contract;

“**Contribution**” shall mean the sums payable as further detailed in Schedule 3 to the Agreement by each of the councils reflecting the cost of provision of the Joint Committee Services;

“**Council Assets**” has the meaning given in clause 10.1 of the Agreement;

**“the Councils”** shall mean Harborough District Council, Hinckley and Bosworth Borough Council and North West Leicestershire District Council and their successors and permitted assignees;

**“Dispute”** means any dispute relating to or arising from the terms of this Agreement;

**“DPA”** means the Data Protection Act 1998;

**“Employment costs”** shall mean means all salaries, wages, sick pay, holiday pay, pension contributions, redundancy pay, expenses (including, but not limited to travel and subsistence allowances) income and other taxes, national insurance contributions and levies of any kind, for which an employer is accountable and all other normal employment costs;

**“Exempt Information”** shall mean any information or class of information relating to this Arrangement which may fall within an exemption to disclosure under FOI Legislation;

**“Existing Employees”** means employees of each Council engaged on a full time basis for the purpose of that Council’s revenues and benefits department immediately prior to the Start Date;

**“Exit Plan”** has the meaning given at clause 15.3 and 15.4;

**“FOI Legislation”** shall mean the Freedom of Information Act 2000 and subordinate legislation made under this and the Environmental Information Regulations 2004;

**“Information Request”** shall mean a request for information under the FOI Legislation;

**“Initial Term”** means a period of 5 years from the Start Date;

**“Intellectual Property Rights”** shall mean all patents, trademarks, copyrights, moral rights, rights to prevent passing off, rights in design and all other intellectual and industrial property rights, in each case whether registered or unregistered and including applications or rights to apply for them and together with all extensions and renewals of them and, in each and every case all rights or forms of protection having equivalent or similar effect anywhere in the world;

**“Joint Committee”** has the meaning provided at clause 4.1;

**“Joint Committee Materials”** means any documents or guidance used by the Joint Committee on the provision of Joint Committee Services;

**“Joint Committee Services”** means the services jointly delivered by the Parties under this Agreement as identified in Schedule 1;

**“Law”** means any of the following in force in England and Wales: (1) any Act of Parliament or subordinate legislation within Section 21(1) of the Interpretation Act 1978, any exercise of the Royal Prerogative, and any enforceable community right within Section 2 of the European Communities Act 1972; (2) any applicable guidance, direction or determination with which either council is bound to comply; and (3) any applicable judgment of a relevant court of law which creates binding precedent in England and Wales;

**“Lead Authority”** means a Council that has entered into legal obligations and created legal rights in relation to the Project on behalf of all of the Councils in accordance with the terms of this Agreement;

**“Lead Officer”** means the lead officer for each participating Authority;

**“Leicestershire Revenue and Benefit Partnership”** or **“LRBP”** is the name given to the Joint Committee as set out at clause 4.1;

**“Management Board”** shall be a Board comprising the Chief Executives and Lead Officers of ‘the Councils’ with the duties specified in paragraph 13 of the Joint Committee Constitution;

**“Member”** means an elected member of a local authority;

**“Monitoring Officer”** means the monitoring officer from time to time of Hinckley and Bosworth Borough Council;

**“Month”** means a calendar month;

**“Municipal Year”** means each complete period of 12 months from 1 April in one year to 31 March in the subsequent year;

**“New Assets”** has the meaning given in clause 10.3 of the this Agreement;

**“Notifying Council”** has the meaning given in clause 21.2 of the this Agreement

**“Personal Data”** shall mean personal data as defined in section 1 of the DPA;

**“Procurement Agent”** means the council appointed from time to time by the Joint Committee to procure a contract for the provision of goods or services on behalf of the Councils for the purposes of the Project;

**“Project”** means the shared project of the Councils working jointly to secure the most effective and efficient discharge of the Councils’ functions in respect of the Joint Committee Services;

**“the 2000 Regulations”** means the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000 (SI 2000 No. 2851) as amended by SI 2001/3961;

**“Secretary”** means the person designated from time to time by North West Leicestershire District Council

**“Section 151 Officer”** shall mean the officer designated by a Local Authority as the person responsible for the proper administration of its financial affairs, as required by section 151 of the Local Government Act 1972;

**“Start Date”** shall 1<sup>st</sup> April 2011;

**“Supplier”** means the person contracted to supply goods or services under a supplier contract;

“**Supplier Contract**” means any contract, to the extent that it is being available for the purposes of the Project, for the supply of goods or services entered into by any of the Councils;

“**Term**” means a period of five years from the Start Date and thereafter in relation to any renewal of the Agreement under clause 2.2 a period of five years from the renewal date;

“**Treasurer**” means the Deputy Chief Executive (Corporate Direction) for time to time for Hinckley and Bosworth Council, who will also act as S 151 Officer for the Joint Committee;

“**VAT**” shall mean value added tax;

“**Vice Chair of the Joint Committee**” shall mean the Member who is appointed by the Joint Committee to be its Vice Chair;

“**Working Day**” shall mean any day other than a Saturday or Sunday or a bank or public holiday in England;

- 1.2 The Schedules are part of this Agreement and are to have effect as if set out in full in the body of this Agreement. References to this Agreement include the Schedules.
- 1.3 References to Clauses, Schedules and Paragraphs are to clauses, schedules and paragraphs of this Constitution and Agreement. Any reference to a Sub-clause or Sub-paragraph is to the relevant sub-clause or sub-paragraph of the Clause or Schedule in which it appears.
- 1.4 The contents page and headings are not to affect its interpretation.
- 1.5 The masculine includes the feminine and neuter and the singular includes the plural and vice versa.
- 1.6 References to legislation, regulations, determinations and directions include all amendments, replacements or re-enactments and all regulations, determinations, directions and statutory guidance made or given under it. As between the Councils, no such amendment or modification is to apply to this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights, of any Council.
- 1.7 “**Consent**” or “**approval**” means the prior written consent of the consenting or approving Council.
- 1.8 The terms “**including**” and “**particular**” are illustrative only and are not intended to limit the meaning of the words which precede them.
- 1.9 “**Persons**” includes natural persons, firms, partnerships, companies, industrial and provident societies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality).

## 2 COMMENCEMENT AND TERM

- 2.1 This Agreement shall come into effect on the Start Date and shall continue for the Term unless terminated in accordance with the terms of this Agreement.

- 2.2 Upon the expiration of the Term the Agreement shall automatically renew for a further Term on the same terms as set out in this Agreement unless notice is provided in accordance with clause 15.

### **3 GENERAL PRINCIPLES**

- 3.1 This Agreement has been entered into by the Councils to establish and effect provisions for performance of the Project and to clarify the Councils' responsibilities in respect thereof and to each other.
- 3.2 The Councils will work together in good faith and in an open, co-operative and collaborative manner for the duration of this Agreement. The Councils' members and officers will work together in the spirit of mutual trust in order to endeavour to successfully deliver the Project and will respond in a timely manner to all relevant requests from other Councils.
- 3.3 Each of the Councils hereby represents to the others that it has obtained all necessary consents sufficient to ensure the delegation of functions provided for by this Agreement.
- 3.4 The Councils shall use all reasonable endeavours to procure that their respective members and officers who are involved in the Project shall at all times act in the best interests of the Project.

### **4 ESTABLISHMENT OF JOINT COMMITTEE**

- 4.1 The Councils shall establish a joint committee under Section 101(5) of the Local Government Act 1972 and Section 20(1) of the Local Government Act 1972 in accordance with the Joint Committee Constitution (the "Joint Committee"). The Joint Committee shall be called "the Leicestershire Partnership - Revenue and Benefits".
- 4.2 Each Council represents to the other that it has validly passed a resolution or otherwise obtained lawful authority to appoint the Joint Committee and seal this Agreement.
- 4.3 Each Council appoints the Joint Committee to provide the Joint Committee Services throughout each Council's administrative area from the Start Date.
- 4.4 The Joint Committee shall have all the powers of the Councils over the finances made available within the shared services budget as agreed to in accordance Schedule 3.
- 4.5 Each Council warrants that it shall not do or omit to do or permit to be done anything which prevents or inhibits or seeks to prevent or inhibit the Joint Committee from carrying out all or any of its functions.

### **5 LEAD AUTHORITY**

- 5.1 Hinckley & Bosworth will act as the Lead Authority from the Start Date in respect of all aspects of the Project other than in respect of existing arrangements entered into by the Councils prior to the Start Date or as agreed otherwise by all Councils.
- 5.2 All legal rights and obligations of the Lead Authority shall be held on behalf of the Councils and shall be exercised in accordance with the terms of this Agreement.

## 6 TREASURER

- 6.1 The Treasurer shall perform under the direction of the Joint Committee the role of the accounting office for all funds as detailed within Schedule 3, for any of the purposes of the Joint Committee Services and to make and provide all appropriate banking and accounting arrangements and services required for the due and proper receipt holding and application of such funds in accordance with best practice.
- 6.2 The Treasurer shall perform the functions of the relevant financial officer for the purposes of Section 151 of the Local Government Act 1972 and of the Accounts and Audit Regulations 2003 (SI 2003/533).

## 7 MONITORING OFFICER

- 7.1 The Monitoring Officer shall act as the monitoring officer for the purposes of Section 5 of the Local Government and Housing Act 1989 in respect of all the Joint Committee actions.

## 8 LEGAL ADVICE

- 8.1 Legal advice of administrative nature shall be given to the Joint Committee by the Monitoring Officer.

## 9 NEW MEMBER

- 9.1 The Councils may, by unanimous agreement, decide that additional local authority(/ies) may join the Project.
- 9.2 If at any time it is agreed by the Councils that a local authority shall join in or benefit from the activities of the Joint Committee under clause 9.1 then unless the Councils unanimously agree otherwise this Agreement shall be terminated under clause 15 and a new joint committee arrangement entered into on substantially the same terms as this Agreement shall be entered into.

## 10 JOINT COMMITTEE ASSETS

- 10.1 At the Start Date each Council shall provide, for the purposes of the Joint Committee and the provision of the Joint Committee Services such equipment and assets ("**Council Assets**") as set out in the 2011/12 Municipal Year Budget at Schedule 2 [*Budget for first Municipal Year*];
- 10.2 Council Assets provided by Harborough shall remain the property of Harborough and be held by Harborough for the purposes of the Project. Council Assets provided by Hinckley & Bosworth shall remain the property of Hinckley & Bosworth and be held by Hinckley & Bosworth for the purposes of the Project. Council Assets provided by North West shall remain the property of North West and be held by North West for the purposes of the Project.
- 10.3 Any equipment or assets procured for the purposes of the Project after the Start Date ("**New Assets**") shall be procured in accordance with clause 13 (Procurement Process).

- 10.4 The Joint Committee shall be responsible for arranging for the maintenance and repairing of all Assets, the cost of which shall be paid for from the Budget. Such maintenance and repair shall not affect title to the Assets.
- 10.5 Any replacements of Council Assets shall be New Assets.
- 10.6 No Asset may be sold without the consent of all Councils.
- 10.7 Any Council Asset which is held by a Council as an asset in its accounts shall be shown in the Joint Committee's accounts and shall be depreciated each Municipal Year in line with Hinckley & Bosworth Borough Council's normal accounting practices.
- 10.8 The Treasurer shall maintain an up to date register of all Council Assets having a value over and above £500 (five hundred pounds) provided by each Council under this clause 10 and shall maintain an inventory of all New Assets at an initial cost of £500 (five hundred pounds) or more.
- 10.9 Where an Asset no longer has a value above £500 (five hundred pounds), it may be removed from the asset register by the Treasurer. An auditable record of the decision must be retained by the Treasurer.
- 10.10 When an item included in the inventory in accordance with clause 10.8 is sold or otherwise properly disposed of it shall be removed from the inventory by the Treasurer.
- 10.11 The depreciation policy for fixed and other assets shall be proposed by the Treasurer (in consultation with the Operational Board) and agreed with the Client Board.
- 10.12 The Operational Board will be responsible for identifying security arrangements for all the Assets and items listed in the inventory, in particular assets and items held within offices or within homes of individuals.
- 10.13 On termination of the Joint Committee, all net assets relating to the Project shall be apportioned between the Councils in a way that provides for the value of the net assets to be shared in accordance with the Agreed Percentages.

## **11 INTELLECTUAL PROPERTY**

- 11.1 Each Council grants to the other an irrevocable, non-exclusive, royalty free licence to copy and use in connection with the Joint Committee all Joint Committee Materials in which it has Intellectual Property Rights but this licence is not to extend to:
  - 11.1.1 copying or using those Joint Committee Materials other than in connection with the Joint Committee and the Joint Committee Services;
  - 11.1.2 granting any other person the right to copy or to use those Joint Committee Materials;
  - 11.1.3 selling, transferring or otherwise disposing of or granting rights in those Joint Committee Materials; or

- 11.1.4 any Joint Committee Materials in which it does not own the Intellectual Property Rights.
- 11.2 A Council which makes available Joint Committee Materials to the Joint Committee under 11.1 shall indemnify and hold harmless the Council to whom those materials are supplied against any liability or damages (including costs) that may be awarded or agreed to be paid to any third party because of a claim or action that the normal operation, possession or use of the Joint Committee Materials by that Council under Clause 8.1 infringes the Intellectual Property Rights of that third party.
- 11.3 All Intellectual Property Rights in any Joint Committee Materials or any other materials which are produced or developed for or in connection with the Joint Committee and the Joint Committee Services are to belong to all Councils jointly.
- 11.4 Each Council agrees to co-operate with the others in the protection of the Intellectual Property Rights in the Joint Committee Materials and in connection with this to take all action reasonably required by the Council which has the Intellectual Property Rights (subject to being reimbursed for all costs reasonably incurred).
- 11.5 Each Council agrees promptly to notify each other in writing of any infringement or potential infringement of that Council's Intellectual Property Rights in connection with this Joint Committee and the Joint Committee Services of which it becomes aware.

## **12 STAFF**

- 12.1 The Councils shall as of the Start Date make all of their Existing Employees, who shall remain employees of the respective Councils, available on a full time basis for the purposes of the Project.
- 12.2 Any member of staff provided to perform the Joint Committee Services shall be required to report to the Joint Committee unless the terms of their employment require otherwise.
- 12.3 Each Council warrants and represents to each other that:
  - 12.3.1 it shall continue to pay all Employment Costs for each of their Existing Employees who work on the Joint Committee Services;
  - 12.3.2 the provision of their Existing Employees for the assistance of the Joint Committee in the provision of the Joint Committee Services does not breach their employees' terms and conditions of employment;
  - 12.3.3 it shall, and shall ensure that their Existing Employees shall, perform their roles for the Joint Committee with the skill, care and diligence to be expected of a competent employee engaged in the Joint Committee Services;
  - 12.3.4 Existing Employees engaged in the Joint Committee Services shall remain the employee of the Council; and
  - 12.3.5 it shall use its reasonable endeavours to ensure that nothing is done or omitted to be done by that Council or its employees or agents

which results in a breach of the contract of employment of staff employed by any other Council.

### **13 PROCUREMENT PROCESS**

- 13.1 As the Lead Authority, Hinckley & Bosworth shall act as Procurement Agent for any procurement of a contract in relation to the Project.
- 13.2 Any procurement by the Procurement Agent shall adhere to the constitution for the Council acting as Procurement Agent, including which officers are authorised to enter into contracts.
- 13.3 Where the Procurement Agent enters into any contract or communicates with any prospective supplier in relation to the Project, it shall make it clear in any such contract or communication that it is doing so on behalf of the Councils.

### **14 SUPPLIER CONTRACTS**

- 14.1 Contracting Councils shall receive and hold the benefit of any Supplier Contract as agent for the Councils and shall exercise rights in relation to the Supplier Contract in accordance with the governance arrangements provided for in this Agreement.

### **15 TERMINATION**

- 15.1 Upon the expiry of Initial Term and at any time thereafter any Council may serve a 12 month written notice to the Joint Committee to terminate the Agreement with such notice to be effective on the 1<sup>st</sup> April after the notice has expired (“Unilateral Termination Notice”). Once served a Unilateral Termination Notice shall cease to be effective if within 6 months of receiving the Unilateral Termination Notice the Councils have not signed off on an agreed Exit Plan in accordance with clause 15.3 and 15.4.
- 15.2 Any Council may terminate this agreement at any time upon another Council (“Defaulting Party”) committing a material breach of this Agreement by serving a 12 month written notice on the Defaulting Party (“Default Termination Notice”). A Default Termination Notice can only be served once the process considered in clauses 20.1 to 20.3 inclusive has been exhausted.
- 15.3 If a Unilateral Termination Notice or Default Termination Notice is served the Parties shall cooperate in good faith to agree an ‘Exit Plan’ setting out how the arrangements considered in this Agreement will be ended.
- 15.4 The agreed principles for the Exit Plan shall be:
  - 15.4.1 that continuation and quality of service delivery are paramount and options should be assessed in this light;
  - 15.4.2 the option of transferring the entire department to a new host should be explored before deciding to split the department; and
  - 15.4.3 assets and liabilities relating to the Project shall in the absence of specific agreed alternatives or provision in this Agreement be borne by the Councils in accordance with the Agreed Percentages.

- 15.5 Following the withdrawal of any Council under clause 15.1, this Agreement and the Joint Committee shall terminate and the provisions of clause 0 shall apply.
- 15.6 Notwithstanding clause 15.5 should the remaining Councils wish to continue partnership working, they may agree to enter into new joint committee arrangements on substantially the same terms to this agreement between themselves.
- 15.7 If a new local authority is to join the Joint Committee in accordance with clause 9 this Agreement shall terminate on the date agreed by the Councils and the joining authority with the replacement agreement commencing at the same time.
- 15.8 All liabilities under clause 18 shall survive the termination of this Agreement under this clause 15.

## **16 PROVISIONS ON TERMINATION**

- 16.1 On termination of this Agreement under clause 15:
  - 16.1.1 while any agreement as to the provision of the Joint Committee Services remains in force each Council will contribute in proportionate shares to the maintenance and revenue costs associated with the provision of the Joint Committee Services;
  - 16.1.2 any such agreements shall be run to closure as soon as the relevant agreements allow;
  - 16.1.3 each Council will act in good faith and use its all reasonable endeavours to minimise the loss or harm to the other Councils as a result of the termination of the agreement; and
  - 16.1.4 all rights and liabilities which vested before the termination of the Agreement shall remain so vested as if the Agreement continued.

## **17 INSURANCE**

- 17.1 Each Council shall, at its own cost, take out and maintain or procure the taking out and maintenance of the following insurances and any other insurances as may be required by Law (such insurance is to cover working for the Council):
  - 17.1.1 public liability insurance;
  - 17.1.2 employers liability insurance; and
  - 17.1.3 if providing assets or premises for use in the provision of the Joint Committee Services, insurance to cover such asset or premises.
- 17.2 Any New Assets or accommodation purchased for the benefit of the Joint Committee shall be insured by the Lead Authority.
- 17.3 All Council Assets shall be insured by the Council which provided them and the interest of all Councils shall be noted on the policy.

- 17.4 No Council shall take any action or fail to take any reasonable action or (insofar as it is reasonably within its power) allow anything to occur (including a failure to disclose any fact) which would entitle any insurer to refuse to pay any claim under an insurance policy in which that Council is an assured, a co-insured or an additional insured person or which may make such a claim wholly or partly repayable.
- 17.5 Each Council shall provide to the other on request:
- 17.5.1 copies on request of insurance policies required to be maintained under this clause 17; and
  - 17.5.2 evidence that the premiums under all insurances have been paid and that the insurances are in full force and effect in accordance with the requirements of this 17.
- 17.6 If any Council defaults in insuring or continuing to maintain the insurances, the other Councils may pay any premiums required to keep such insurances in force or itself procure such insurances and may (in either case) recover any premiums from the other Council on written demand as a debt.
- 17.7 Any Council may self-insure for all insurances except those at clause 17.1.1 and 17.1.2 if the other Councils agree in writing.

## **18 INDEMNITIES AND LIABILITIES**

- 18.1 Each Council (“Indemnifying Council”) shall be wholly liable for any loss suffered by another Council (“Benefiting Council”) in relation to the operation of the Indemnifying Council prior to the Start Date (except any accrued redundancy liabilities and obligations relating to employees) and shall indemnify the Benefiting Council against any loss suffered by the Benefiting Council to the extent such loss relates to the operation of the Indemnifying Council’s revenue and benefits department prior to the Start Date.
- 18.2 Subject to clause 18.1 and any loss covered by the indemnity at paragraph 11.2, any loss or costs suffered by any Council arising from or relating to the operation of the Project and the terms of this Agreement shall be shared between the Councils in accordance with the Agreed Percentages unless and to the extent that alternative arrangements are agreed in writing by the Councils. The Councils acknowledge that the governance arrangements provided for in this Agreement will be the primary means by which the Councils will monitor and manage the risk of liability arising from or relating to the operation of the Project.
- 18.3 No Council limits its liability for:
- 18.3.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;
  - 18.3.2 fraud by it or its employees;
  - 18.3.3 breach of any obligation as to title implied by statute; or
  - 18.3.4 any other act or omission, liability for which may not be limited under applicable Law.

## **19 MEMBER AND OFFICER LIABILITY**

- 19.1 When working as a member of the Joint Committee, the members shall be deemed to be working on behalf of their own authority even where the particular matter under consideration relates to or also relates to another authority.
- 19.2 When working on the Project, Existing Employees shall be deemed to be working on behalf of both their employing authority and, where relevant, made available and working on behalf of another authority under Section 113 of the Local Government Act 1972.
- 19.3 In consequence of clauses 19.1 and 19.2 both members and officers shall be treated as falling within the statutory immunity provided by Section 265 of the Public Health Act 1875, as amended, in respect of their actions or omission in respect of the Project.

## **20 DISPUTE RESOLUTION PROCEDURE**

- 20.1 The Councils shall attempt, in good faith, to resolve any Dispute promptly by negotiation which shall be conducted as follows:
  - 20.1.1 the Dispute shall be referred to the Lead Officers;
  - 20.1.2 if the Dispute cannot be resolved to the satisfaction of the Parties by the Lead Officers within 14 days after the Dispute has been referred in writing to the Lead Officers, the Dispute may be referred, by any Council, to the chief executives of each Council for resolution;
  - 20.1.3 if the Dispute cannot be resolved by the chief executives of each Council within 28 days after the Dispute has been referred in writing, any Party may give notice to the other Party in writing ("Dispute Notice") that a Dispute has arisen; and
  - 20.1.4 within seven days of the date of the Dispute Notice, each Party shall refer the Dispute to the Joint Committee who shall consider the Dispute Notice and forward it together with a recommendation on resolution to the Councils within 14 days of receiving the Dispute Notice.
- 20.2 If the Councils are unable, or fail, to resolve the Dispute within 21 days of receipt of the Dispute Notices the Councils may attempt to resolve the Dispute by mediation in accordance with clause 20.3.
- 20.3 If, within 45 days of the Dispute Notice, the Councils have failed to agree on a resolution, any Council may refer any Dispute for mediation pursuant to this clause 20.3. No Council may commence any court proceedings / arbitration in relation to any Dispute until it has attempted to settle the Dispute by mediation and either the mediation has terminated or the other Party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay. The following provisions shall apply to any such reference to mediation:
  - 20.3.1 the reference shall be a reference under the Model Mediation Procedure (MMP) of the Centre of Dispute Resolution (CEDR) for the time being in force;

- 20.3.2 all Councils shall, immediately on such referral, co-operate fully, promptly and in good faith with CEDR and the mediator and shall do all such acts and sign all such documents as CEDR or the mediator may reasonably require to give effect to such mediation, including an agreement in, or substantially in, the form of CEDR's Model Mediation Agreement for the time being in force; and
- 20.3.3 to the extent not provided for by such agreement of the MMP:
  - 20.3.3.1 the mediation shall commence by any Council serving on the other written notice setting out, in summary form, the issues in dispute and calling on that other Council to agree the appointment of a mediator; and
  - 20.3.3.2 the mediation shall be conducted by a sole mediator (which shall not exclude the presence of a pupil mediator) agreed between the Councils or, in default of agreement, appointed by CEDR.
- 20.4 Should the mediation fail, in whole or in part, any Council may, upon giving written notice, and within twenty eight days thereof, apply to the President or the Deputy President, for the time being, of the Chartered Institute of Arbitrators, for the appointment of a single arbitrator, for final resolution. The arbitrator shall have no connection with the mediator or the mediation proceedings, unless all Councils have consented in writing. The arbitration shall be governed by both the Arbitration Act 1996 and the Controlled Cost Rules of the Chartered Institute of Arbitrators (2000 Edition), or any amendments thereof, which Rules are deemed to be incorporated by reference into this clause. The seat of the arbitration shall be England and Wales
- 20.5 Without prejudice to any rights to seek redress in court, the Councils shall continue to provide the Joint Committee Services and to perform its obligations under this Agreement notwithstanding any Dispute or the implementation of the procedures set out in this clause 19.

## **21 CONDUCT OF CLAIMS**

- 21.1 This clause 21 shall apply to the conduct, by a Council, of claims made by a third person against any other Council in connection with any liability described in clause 18.
- 21.2 If a Council ("the Notifying Council") receives any notice, demand, letter or other document concerning any claim for which it appears that the Notifying Council is or may become entitled to, be indemnified under this Agreement, the Notifying Council shall notify the other Councils in writing as soon as reasonable practicable and in any event within 20 (twenty) Working Days of its receipt.
- 21.3 The Notifying Council shall be free at any time to give notice to the other Councils that it is retaining or taking over (as the case may be) the conduct of any defence, dispute, compromise or appeal of any claim made by a third party in connection with any matter described in 21 or any incidental negotiations. On receipt of such notice a Council shall promptly take all reasonable steps necessary to transfer the conduct of such claim to the Notifying Council, and shall provide to the Notifying Council all reasonable co-operation, access and assistance for the purposes of considering and resisting such claim. If the Notifying Council gives any notice pursuant to this

clause, then the other Council(s) shall be released from any future liability under its indemnity in respect of such claim.

- 21.4 If another Council pays to the Notifying Council an amount in respect of an indemnity and the Notifying Council subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the claim under the indemnity, the Notifying Council shall immediately repay the other Council the lesser of:
- 21.4.1 the sum recovered (or the value of the saving or benefit obtained) less any out-of-pocket costs and expenses properly incurred by the Notifying Council in recovering it; and
  - 21.4.2 the amount paid to the Notifying Council by the other Council in respect of the claim under the relevant authority.
- 21.5 There is no obligation on the Notifying Council to pursue a recovery under clause 21.4. The other Council is repaid only to the extent that the amount of the recovery aggregated with the amount paid by that Council exceeds the Notifying Council's losses.
- 21.6 The Councils shall comply with the requirements of any insurer who may have an obligation to consider any claim made in respect of any liability arising under this Agreement.

## **22 CONFIDENTIALITY**

- 22.1 Each Council undertakes to the other that neither it nor any of its sub-contractors will at any time after the date of this Agreement (save as required by law or by order of a Court of competent jurisdiction or any other relevant regulatory authority or as expressly permitted to be disclosed) use any Confidential Information (other than for the purposes of this Agreement) or disclose or divulge any Confidential Information to any person (other than to officers or employees of the Parties) and that it shall use its best endeavours to prevent such use or publication or disclosure of any Confidential Information by any other person.
- 22.2 Except to the extent set out in this clause 22, or where disclosure is expressly permitted elsewhere in this Agreement, each Council shall:
- 22.2.1 treat the other Councils' Confidential Information as confidential; and
  - 22.2.2 not disclose the other Councils' Confidential Information to any other person without the owner's prior written consent.
- 22.3 Clause 22.1 shall not apply to the extent that:
- 22.3.1 such information was in the possession of the Council making the disclosure, without obligation of confidentiality, prior to its disclosure;
  - 22.3.2 such information was obtained from a third party without obligation of confidentiality;
  - 22.3.3 such information was already in the public domain at the time of disclosure otherwise than through a breach of this Agreement; or

22.3.4 such information was independently developed without access to the other Council's Confidential Information.

22.4 Each Council may only disclose Confidential Information to its employees who are directly involved in the provision of the Joint Committee Services and who need to know the information for the purposes of the Project. Each Council shall ensure that such employees are aware of, and comply with, these confidentiality obligations.

## **23 DATA PROTECTION**

23.1 Each Council agrees that in relation to any personal data (as defined in the DPA) it holds in relation to this Agreement it will comply, as a data controller if necessary, with the DPA including:

23.1.1 the eight data protection principles listed in Part 1 of Schedule 1 to the DPA;

23.1.2 requests from data subjects for access to data held by it; and

23.1.3 the requirements relating to notification to the Information Commissioner by data controllers under Part 11 of the DPA.

23.2 Each Council agrees that if it acquires personal data from any other Party in connection with this Agreement it will:

23.2.1 maintain a valid and up to date registration or notification under the DPA which covers all processing of such data which it undertakes:

23.2.2 only undertake processing of such personal data where it is reasonably required in connection with the performance of its obligations under this Agreement;

23.2.3 not disclose such personal data to any third party other than:

23.2.4 a disclosure on terms substantially the same as and no less stringent than those required by this Clause, to its employees, agents and contractors to whom such disclosure is reasonably necessary in connection with the performance of its obligations under this Agreement; or

23.2.5 as required by court order;

23.2.6 bring into effect and maintain all technical and organisational measures to prevent unauthorised or unlawful processing of personal data and accidental loss or destruction of, or damage to, personal data including taking reasonable steps to ensure the reliability of staff having access to the personal data; and

23.2.7 obtain the consent of data subjects to the disclosure of any personal data disclosed under this Agreement.

23.3 Nothing in this Agreement requires any Council to disclose any information to another party if that Council considers that to do so would be in breach of the DPA.

## **24 WAIVER AND SEVERABILITY**

- 24.1 A failure or delay in exercising any rights, powers or privileges under this Agreement will not operate as a waiver of them. The single or partial exercise of any right, power or privilege does not prevent any other exercise of it or the exercise of any other right, power or privilege (whether arising out of the same factual situation or otherwise). Any waiver of a breach of this Agreement is not to be effective unless given in writing signed by the Council waiving its entitlement. No waiver is to be deemed a waiver of any subsequent breach or default nor is it to affect the other terms of this Agreement.
- 24.2 The receipt of money does not prevent the Council receiving it questioning the correctness of the amount or any other statement in respect of money.
- 24.3 If any term of this Agreement is illegal, void or unenforceable the remainder of this Agreement will continue in force as though that term had not been included in it.

## **24 FREEDOM OF INFORMATION ACT 2000 AND ENVIRONMENTAL INFORMATION REGULATIONS 2004**

- 24.1 Each Council acknowledges that the other Councils are subject to the requirements of the FOI Legislation and each Council shall where reasonable assist and co-operate to enable the other Councils to comply with these information disclosure obligations.
- 24.2 Where a Council receives a request for information under the FOI Legislation in relation to information which it is holding on behalf of any of the other Councils in relation to the Project, it shall (and shall procure that its sub-contractors shall) :
- 24.2.1 transfer the request for information to the other Council(s) as soon as practicable after receipt and in any event within two Working Days of receiving a request for information;
- 24.2.2 provide the other Council(s) with a copy of all information in its possession or power in the form that the authority requires within ten Working Days (or such longer period as the authority may specify) of the Council requesting that information; and
- 24.2.3 provide all necessary assistance as reasonably requested by the other Council(s) to enable the Council(s) to respond to a request for information within the time for compliance set out in the FOI Legislation.
- 24.3 Where a Council receives a request for information under the FOI Legislation which relates to the Agreement or the Project, it shall inform the other Councils of the request for information as soon as practicable after receipt and in any event at least two Working Days before disclosure and shall use all reasonable endeavours to consult with the other Councils prior to disclosure and shall consider all representations made by the other Councils in relation to the decision whether or not to disclose the information requested.
- 24.4 The Councils shall be responsible for determining in their absolute discretion whether any information requested under the FOI Legislation:
- 24.4.1 is exempt from disclosure;

24.4.2 is to be disclosed in response to a request for information.

24.5 Each Council acknowledges that the other Councils may be obliged under the FOI Legislation to disclose information:

24.5.1 without consulting with the other authority where it has not been practicable to achieve such consultation; or

24.5.2 following consultation with the other authority and having taken their views into account.

## **25 ENTIRE AGREEMENT**

25.1 This Agreement sets out the whole agreement between the Councils in relation to the transaction it provides for. It supersedes and invalidates all other commitments, representations and warranties relating to its subject matter which either Council has made orally or in writing.

25.2 Each Council warrants that it has not entered into any this Agreement on the basis of any representation made by the other except to the extent that such representation is expressly included in it (but nothing in this clause 0 excludes any liability for fraudulent misrepresentation).

## **26 EXTENT OF OBLIGATIONS AND FURTHER ASSURANCE**

26.1 Nothing in this Agreement is to require any Council to act in anyway which is inconsistent with its obligations as a local authority.

26.2 Each Council subject to clause 26.1 do all things and execute all further documents that the other may reasonably require to give effect to this Agreement.

## **27 NO PARTNERSHIP OR AGENCY**

27.1 Nothing in this Agreement is to constitute or be deemed a partnership within the meaning of the Partnership Act 1890, the Limited Partnerships Act 1907, the Limited Liability Partnerships Act 2000 or any other legislation concerning partnerships or limited liability partnerships.

27.2 No Council shall hold itself out as the agent of the other or have any authority to bind the other except to the extent that this Agreement expressly provides otherwise.

## **28 THIRD PARTIES**

28.1 This Agreement does not create, and shall not be construed as creating, any right under the Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not party to this Agreement.

## **29 VARIATIONS**

29.1 Any variations to this Agreement shall only be effective where agreed in writing by all of the Councils.

29.2 No consents to any variation to this Agreement are required from any person who is not a Council.

### **30 PREVENTION OF CORRUPTION**

Each Council shall be entitled to cancel this Agreement and to recover from the Council responsible the amount of any loss resulting from such cancellation if

- 30.1 any Council has offered or given or agreed to give that person any gift or consideration of any kind as an inducement or reward for:-
  - 30.1.1 doing or not doing or having done or not having done any action in relation to the obtaining or execution of this Agreement or any other contract with that Council; or
  - 30.1.2 showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with that Council;
- 30.2 the acts referred to in Clause 37.1 have been done by any person employed by a Council or acting on a Council's behalf (whether without or with that Council's knowledge); or
- 30.3 in relation to any contract with that Council, the Council or any person employed by that Council or acting on that Council's behalf has:
  - 30.3.1 committed any offence under the Bribery Act 2010; or
  - 30.3.2 given any fee or reward the receipt of which is an offence under the Local Government Act 1972.

### **31 EQUAL OPPORTUNITIES**

- 31.1 Each Council agrees to adopt policies to comply with its statutory obligations under the Sex Discrimination Act 1975, the Race Relations Act 1976, the Race Relations (Amendment) Act 2000, and the Disability Discrimination Act 1995 and The Equalities Act 2010 and, accordingly, will not treat any person less favourably than any others because of that person's race, age, nationality, ethnic origin, religion, gender, marital status, sexual orientation or disability.
- 31.2 If a finding of unlawful racial discrimination is made against any Council concerning the Joint Committee or Joint Committee Services by any court or employment tribunal, or an adverse finding is made in any formal investigation by the Equalities and Human Rights Commission the Council concerned must take appropriate steps to prevent repetition of the unlawful discrimination.
- 31.3 The Council concerned shall, on request, provide any other Council with details of any steps taken under clause 0.
- 31.4 The Joint Committee Services and the Project shall be operated in accordance with Hinckley and Bosworth's policy on equal opportunities.
- 31.5 Each Council agrees as far as possible to observe all relevant Codes of Practice for equal opportunities in employment.

### **32 ASSIGNMENT AND SUBCONTRACTING**

- 32.1 No Council may transfer, assign, mortgage or pledge its rights or obligations under this Agreement (without the consent of the two other Councils).
- 32.2 Any Council may subcontract any of its obligations under this Agreement with the consent of both of the other Councils (such consent not) unreasonably to be withheld or delayed) but the Council who subcontracts is to be liable for the performance of its subcontractors.
- 32.3 No rights under this Agreement are to devolve by operation of Law or otherwise on any receiver, administrative receiver, liquidator or assignee.

### 33 GOVERNING LAW AND ENFORCEMENT

- 33.1 The formation, construction, performance, validity and all aspects of this Agreement are to be governed by English law and subject to where provided otherwise under clause 19 the Councils agree to submit to the exclusive jurisdiction of the courts of England and Wales.
- 33.2 The rights and remedies given by this Agreement are cumulative and do not exclude any other rights or remedies given by law or under this Agreement.

### 34 NOTICES

- 34.1 Notices or other communications under this Agreement will be duly served if given by and sent to the nominated representative of the Council to be served in accordance with the following table with the date of service and method of proof being as set out in it:

Method of service	Date of service	Proof of service
Personal delivery to the nominated representative	Day of delivery	Proof of handling to the nominated representative
Personal delivery of a letter addressed to the nominated representative at the address for service.	Day of delivery if before 16.00 on a Working Day otherwise 10.00 on the next Working Day thereafter.	Proof of delivery.
First class letter addressed to the nominated representative at the address for service.	48 hours after posting if that is a Working Day otherwise 10.00 on the next Working Day thereafter.	Proof of posting unless returned through the Post Office undelivered service within 21 (twenty one) days of posting.
Facsimile addressed to the nominated representative at the address for service.	Day of transmission if before 16.00 on a Working Day otherwise 10.00 on the next Working Day thereafter.	Transmission report showing a successful transmission to the correct number plus proof of posting of a hard copy.

- 34.2 Each Council's address for service is the address set out at the start of this Agreement or such other address as it notifies to the other(s) in writing.

34.3 The nominated representative for the receipt of notices under this Agreement is the Chief Executive of each Council or such other person as that Council nominates by written notice to the other.

**35 COUNTERPARTS**

35.1 This Agreement may be executed in three counterparts each of which shall be deemed to be an original but the counterparts shall together constitute one and the same Agreement.

**36 COSTS**

36.1 Each Council shall bear their own costs in relation to the negotiation and completion of this Agreement.

**IN WITNESS** of the above the Councils have executed and delivered this Agreement as a Deed on the above date.

Schedule 1

**Joint Committee Services**

The Joint Committee Services comprises of the following services:

- 1 Council Tax
  - 1.1 Billing
  - 1.2 Recovery
- 2 Business Rates
  - 2.1 Billing
  - 2.2 Recovery
- 3 Benefits Administration
- 4 Fraud

## **CONSTITUTION OF THE JOINT COMMITTEE**

### **1 NAME**

- 1.1 The Joint Committee shall be known as the Leicestershire Partnership - Revenue and Benefits (LPRB.).

### **2 INTERPRETATION**

- 2.1 Unless expressly stated otherwise the expressions within this Schedule 2 will have the same meaning as in the main body of this Agreement

### **3 OBJECTIVES**

- 3.1 The purpose of the Councils in establishing the Joint Committee is to facilitate an effective joint approach between the Councils in delivering the Project and the Joint Committee Services.

### **4 MEMBERSHIP OF LPRB**

- 4.1 The Joint Committee shall comprise of nine Members, three being appointed by the Executive of the Council of Harborough, three being appointed by the Executive of the Council of Hinckley & Bosworth and three being appointed by the Executive of the Council of North West Leicestershire.
- 4.2 The Executive of each Council shall appoint its Members to the Joint Committee by giving notice in writing to the Secretary.
- 4.3 Each Executive may nominate one or more substitute Members to attend any meeting in place of an appointed Member from that Executive, subject to notice being given to the Secretary of the Joint Committee before the start of the meeting.
- 4.4 Each Member of the Joint Committee shall be appointed to the Joint Committee for the period of the Agreement, subject to the following:
- 4.4.1 each of the Executives may remove any of its appointed members or substitute members of the Joint Committee and appoint a different Member or substitute to the Joint Committee by giving written notice to the Secretary within 5 days of the change occurring;
- 4.4.2 a Member shall cease to be a member of the Joint Committee if he or she ceases to be a Member of the Council appointing him or her.
- 4.5 Any casual vacancies howsoever arising shall be filled by the Council from which the vacancy arises by notice in writing sent to the Secretary of the Joint Committee.
- 4.6 The proceedings of the Joint Committee shall not be invalidated by any vacancy among Joint Committee Members, nor by any defect in the appointment or qualification of any Joint Committee Member.
- 4.7 Each member of the Joint Committee shall act in the overall interests of the Joint Committee.

- 4.8 Each member of the Joint Committee shall comply with the Members' Code of Conduct and relevant training programmes of their Council when acting as a Member of the Joint Committee.

## **5 ANNUAL GENERAL MEETINGS OF THE JOINT COMMITTEE**

- 5.1 The Joint Committee shall hold an Annual General Meeting to carry out the following business:
- 5.1.1 to elect the Chair of the Joint Committee when the post is vacant;
  - 5.1.2 to elect the Vice Chair of the Joint Committee when the post is vacant;
  - 5.1.3 to determine the date, time and venue of meetings of the Joint Committee for the following year; and
  - 5.1.4 to determine the delegation of duties to officers.
- 5.2 The Joint Committee shall hold its first Annual General Meeting in 2011 within 30 working days of the start date of the Agreement. In 2012 and in every future year when the Joint Committee exists, the Joint Committee shall hold its Annual General Meeting in June.

## **6 ORDINARY MEETINGS OF THE JOINT COMMITTEE**

- 6.1 The Joint Committee shall hold ordinary meetings quarterly unless otherwise determined by the Joint Committee and may hold extraordinary meetings in between quarterly meetings.

## **7 CONVENING MEETINGS**

- 7.1 The Secretary to the Joint Committee must call an extraordinary meeting of the Joint Committee by giving at least ten working days' written notice to all Members of the Joint Committee for the purposes of resolving urgent matters arising between the quarterly meetings of the Joint Committee, if a request to do has been made by any Joint Committee Member. The period of notice can be reduced if all members of the Joint Committee agree to a shorter period. Notice of such a meeting must be provided to the Treasurer and Monitoring Officer.
- 7.2 The Secretary to the Joint Committee shall send to all Members of the Joint Committee copies of the agenda for each meeting of the Joint Committee no later than five clear Working Days before the date of the relevant meeting. This shall not apply to extraordinary meetings of the Joint Committee where a shorter notice period has been agreed by all Members under paragraph 7.1 of this constitution, in which case the Secretary shall send to all Members of the Joint Committee printed copies of the agenda as soon as reasonably practicable and shall make copies available at the meetings.

## **8 QUORUM**

- 8.1 No business may be transacted at a Joint Committee Meeting unless a quorum is present. A meeting of the Joint Committee shall require a quorum of 3 Members

who are entitled to attend and vote, with at least 1 member from each of the Councils.

- 8.2 If at the expiration of 15 minutes after the time specified for a meeting a quorum is not present then no meeting shall take place until the day and time fixed for the next ordinary meeting unless an extraordinary meeting is, in the meantime, convened for the purpose in pursuance of paragraph 7.1.
- 8.3 If, during any meeting of the Joint Committee the Chair, after counting the number present declares that there is not a quorum present the meeting shall stand adjourned until the next ordinary meeting unless an extraordinary meeting is convened for that purpose in pursuance of paragraph 7.1 of this constitution

## **9 CONDUCT OF MEETINGS**

- 9.1 The order of business shall be indicated in the agenda for the meeting and shall be in accordance with the procedure rules adopted by the Joint Committee.
- 9.2 A Member when speaking shall address the Chair. If two or more Members wish to speak, the Chair shall call on one to speak. While a Member is speaking other Members shall remain silent.
- 9.3 A Member shall direct his/her speech to the question under discussion or to a personal explanation or to a point of order.
- 9.4 Only one amendment to a proposal may be moved and discussed at a time and no further amendment shall be moved until the amendment under discussion has been disposed of, providing that the Chair may permit two or more amendments to be discussed (but not voted on) together if circumstances suggest that this course would facilitate the proper conduct of the Joint Committee's business.
- 9.5 If an amendment be lost, other amendments may be moved on the original motion. If an amendment be carried, the motion as amended shall take the place of the original motion and shall become the motion upon which any further amendment may be moved.
- 9.6 When a motion is under debate by the Joint Committee no other motion shall be moved except the following:
  - 9.6.1 to amend the motion;
  - 9.6.2 to adjourn the meeting;
  - 9.6.3 to adjourn the debate;
  - 9.6.4 to proceed to the next business;
  - 9.6.5 that the question be now put;
  - 9.6.6 by the Chair that a Member do leave the meeting;
  - 9.6.7 a motion under Section 100(A)(4) of the Local Government Act 1972 to exclude the public;
  - 9.6.8 to postpone consideration of the item.

- 9.7 A Member may move without comment at the conclusion of a speech of another Member, "That the Committee proceed to the next business", "That the question be now put", "That the debate be now adjourned", or "That the Committee do now adjourn", on the seconding of which the Chair shall proceed as follows:
- 9.7.1 on a motion to proceed to next business; unless in his opinion the matter before the meeting has been insufficiently discussed put to the vote the motion to proceed to the next business;
  - 9.7.2 on a motion that the question be now put; unless in his opinion the matter before the meeting has been insufficiently discussed he shall first put to the vote the motion that the question be now put;
  - 9.7.3 on a motion to adjourn the debate or the meeting; if in his opinion the matter before the meeting has not been sufficiently discussed and cannot reasonably be sufficiently discussed on that occasion put the adjournment motion to the vote.
- 9.8 Any motion moved under paragraph 9.6 must be seconded but it need not be reduced to writing. The mover may speak upon it but the seconder shall not be permitted to speak beyond formally seconding it. Upon any such motion being made, the mover of the substantive motion under debate at the time such motion is made may (without prejudice to his or her ultimate right of reply if the motion be not carried) be heard in reply for a period not exceeding five minutes, immediately after which the question shall be put without further debate.
- 9.9 If any motion mover under paragraph 9.6 is lost it shall not be competent to move a motion in the same or similar terms within a period of 30 minutes thereafter.
- 9.10 If a motion to adjourn the meeting is carried, the business on the agenda undisposed of shall be printed on the agenda of the next ordinary meeting or of such meeting as shall be specified.
- 9.11 If a motion to adjourn the debate is carried, the discussion shall be resumed at the next ordinary meeting, when the Member who moved the adjournment of the debate shall be entitled to speak first.
- 9.12 If a motion "that the question now be put" is carried, the motion or amendment under debate shall, subject to the right of reply of the mover of an original motion, be forthwith put.
- 9.13 When a motion to proceed to the next business is carried the question under discussion shall be considered as dropped.
- 9.14 A motion or amendment may be withdrawn by the mover with the consent of his or her seconder and of the Joint Committee, which consent shall be signified without debate, and no Member may speak upon it after the mover has asked permission for its withdrawal unless such permission shall have been refused.
- 9.15 Paragraphs 9.8 to 9.14 and 9.16 to 9.17 of this constitution may be suspended so far as regards any business at the meeting.
- 9.16 The following rules shall apply to the conduct of debate at meetings.

- 9.16.1 Members arriving after a meeting has commenced or departing before a meeting has concluded shall show due respect to the Chair.
- 9.16.2 No speech shall exceed ten minutes in the case of a mover of a motion or five minutes in any other case except by consent of the Chair.
- 9.16.3 A Member who speaks shall direct his remarks strictly to the motion under discussion or to a personal explanation or a question of order. A point of order shall relate only to an alleged breach of a requirement of this constitution and the Member shall immediately specify the requirement and the way it has been broken. No Member may impute improper motives or use offensive expressions in reference to any Member.
- 9.16.4 The ruling of the Chair on a point of order or the admissibility of a personal explanation shall be final and shall not be open to discussion.
- 9.16.5 A member shall not address the meeting more than once on the same motion or amendment except upon a point of order or to offer a personal explanation. The mover of an original motion may, however, reply but he or she shall confine himself or herself strictly to answering points raised by previous speakers and shall not introduce a new matter into debate. After the reply the question shall be put forthwith.
- 9.16.6 The Chair shall call the attention of the Member to continued irrelevance, tedious repetition, unbecoming language or any breach of order on the part of a Member and shall direct such a Member, if speaking, to discontinue his or her speech or, in the event of disregard of the authority of the Chair, to retire for the remainder of the meeting.
- 9.17 Where there are more than two persons nominated for any position to be filled by the Joint Committee and, on a vote being taken, no person receives more than half the votes cast, the name of the person having the least number of votes shall be struck off the list and a fresh vote shall be taken and so on until a majority of the votes cast is given in favour of one person.
- 9.18 If a Member of the Joint Committee has any personal interest in any contract, proposed contract or other matter, and is present at a meeting at which the contract, proposed contract or other matter is the subject of consideration, he or she shall, at the meeting and as soon as practicable after its commencement, disclose the fact and if the interest is also a prejudicial interest shall not take part in the consideration or discussion of the contract, proposed contract or other matter or vote on any question with respect to it but shall withdraw from the meeting whilst it is being discussed and voted on.
- 9.19 No Member may at a meeting raise any matter of which prior notice has not been given to the Chair and the matter shall not, in any event be introduced unless the Members on being informed of it agree. If the Members do agree the matter may be raised only in the form of a question which, on an oral answer being given, shall be regarded as disposed of at that meeting and no decision binding the Joint Committee on any course of action shall be taken on any matter so raised.

- 9.20 The ruling of the Chair shall not be open for discussion.
- 9.21 Any member of the Councils who is not a Member of the Joint Committee is entitled to attend the Joint Committee but he/she shall not be entitled to vote, shall not take part in the consideration or discussion of any business, save by leave of the Chair and comments will be recorded only on the direction of the Chair.
- 9.22 Meetings of the Joint Committee will be open to the public except to the extent that they are excluded under paragraph 9.23.
- 9.23 The public may be excluded from a meeting of the Joint Committee during an item of business whenever it is likely, in view of the nature of the business to be transacted or the nature of the proceedings, that, if members of the public were present during that item, confidential information as defined in section 100 A (3) of the Local Government Act 1972 or exempt information as defined in section 100I of the Local Government Act 1972 would be disclosed to them.
- 9.24 Any meeting of the Joint Committee which has sat continuously for three hours shall stand adjourned unless the majority of the Members present, by vote, determine to continue to sit.
- 9.25 The Chair may, at any time, if he or she thinks it desirable in the interest of order, adjourn a meeting for a time to be named by him or her.
- 9.26 The Secretary to the Joint Committee shall arrange for written minutes to be taken of each meeting of the Joint Committee. The Secretary shall circulate the minutes to Members of the Joint Committee no later than 14 Working Days after the date of the relevant meeting and shall present them to the Joint Committee at its next meeting for approval as a correct record. If the Joint Committee confirms that the minutes contain an accurate record of the previous meeting, those minutes shall be signed by the Chair.

## **10 VOTING AT MEETINGS**

- 10.1 Each Member shall have one vote. Each Member may arrange for his/her vote to be exercised by any Member or substitute Member whom his/her Council appoints to the Joint Committee or nominates as a substitute. For the avoidance of doubt no officer shall be allowed to exercise a vote.
- 10.2 Subject to the provisions of any enactment, all matters other than a question of whether to admit a Local Authority as a new Party to the Agreement or a request for a change to the Joint Committee's constitution or a proposal to vary the terms of the Shared Services Arrangement coming or arising before the Joint Committee shall be decided by a majority of the Members of the Joint Committee who are entitled to vote immediately present and voting thereon. A decision to admit a Local Authority as a new Party to the Shared Services Arrangement, to vary the terms of the Shared Services Arrangement or to change the constitution of the Joint Committee shall require unanimous agreement of all Members.
- 10.3 Subject to the provisions of any enactment, in the case of an equality of votes the Chair shall have a second or casting vote but before exercising this, the Chair shall consider whether it is appropriate to defer the matter to the next meeting of the Joint Committee.

- 10.4 Any Member of the Joint Committee may request the Joint Committee to record the votes of individual Members of the Joint Committee on a matter for decision.

## **11 CHAIR AND VICE CHAIR OF THE JOINT COMMITTEE**

- 11.1 The Joint Committee shall appoint a Chair of the Joint Committee at every Annual General Meeting, who shall not be from the same council as the previous Chair.
- 11.2 The Joint Committee shall appoint a Vice Chair of the Joint Committee at every Annual General Meeting, who shall not be from the same council or the previous Vice Chair.
- 11.3 The Chair and Vice Chair shall be appointed from the Members of the Joint Committee and shall at no time be from the same council.
- 11.4 The Chair and Vice Chair shall vacate their office as Chair or Vice Chair as applicable if he or she ceases to be an elected member of the Council which appointed him or her to the Joint Committee; or that Council terminates his or her appointment as a Member of the Joint Committee, or if his or her appointment as a Member of the Joint Committee expires and he or she is not re-appointed as a Member of the Joint Committee with immediate effect.
- 11.5 If there is a vacancy in the office of Chair or Vice Chair between the date of the Annual General Meetings of the Joint Committee, the Joint Committee shall appoint a Chair or Vice Chair as applicable at the next meeting of the Joint Committee.
- 11.6 If there is a quorum of members present but neither the Chair nor the Vice-Chair is present, the Members present shall designate one Member to preside as Chair for that meeting.
- 11.7 The Chair and Vice Chair may resign from their positions at any time, without necessarily resigning as Joint Committee Members.
- 11.8 The Chair and Vice-Chair may be removed during their term of office only at a Joint Committee Meeting with a majority of the total number of Joint Committee Members at the time in favour. The Chair or the Vice-Chair (as the case may be) must be given an opportunity to say why he/she should not be removed.
- 11.9 If the Chair or Vice-Chair is removed or resigns from their terms of office under paragraphs 11.7 or 11.8 the Joint Committee shall appoint a new Chair or Vice-Chair for the remainder of the Municipal Year providing that the appointment shall be made from the same Council's Joint Committee Members as the previous Chair or Vice-Chair.
- 11.10 The Chair is to chair all Joint Committee Meetings at which he/she is present unless he/she does not wish, or is not able, to do so.
- 11.11 If the Chair is not present within 5 (five) minutes after the starting time of a Joint Committee Meeting or if the Chair is unwilling or unable to chair a Joint Committee Meeting, then the Vice-Chair must chair that Joint Committee Meeting unless he/she is unwilling or unable to do so.
- 11.12 If both the Chair and the Vice-Chair are not present within 5 (five) minutes after the start time of a Joint Committee Meeting or both are unwilling or unable to chair the

Joint Committee Meeting then the Joint Committee must elect 1 (one) of the Joint Committee Members who is present to chair the Joint Committee Meeting.

11.13 The responsibilities of the Chair are to:

- 11.13.1 act as an ambassador for the Joint Committee and to represent the views of the Joint Committee to the general public and other organisations;
- 11.13.2 ensure that Joint Committee Meetings are conducted efficiently;
- 11.13.3 give all Joint Committee Members an opportunity to express their views;
- 11.13.4 establish a constructive working relationship with, and to provide support for, any officers of the Councils to whom the Joint Committee has delegated its functions;
- 11.13.5 encourage the Joint Committee to delegate sufficient authority to officers of the Councils to enable the Joint Committee Services to be carried on effectively between Joint Committee meetings; and
- 11.13.6 ensure that the Joint Committee monitors the use of delegated powers.

11.14 The role of the Vice-Chair is to deputise for the Chair during any period of his absence and, for that period, his/her functions shall be the same as those of the Chair.

11.15 Except to the extent that this Agreement provides otherwise neither the Chair nor the Vice-Chair has any authority beyond that of any other Joint Committee Member.

## **12 POWERS DELEGATED TO THE JOINT COMMITTEE**

12.1 The Executives of each of the Councils has, subject to paragraph 12.2 delegated to the Joint Committee all executive functions and powers of that authority as may be necessary, calculated to facilitate, incidental or conducive to the discharge of the functions of the Joint Committee, including the function of:

- 12.1.1 developing, approving and keeping under review long term strategies setting out the future direction of the LPRB;
- 12.1.2 performing and developing the Joint Committee Services;
- 12.1.3 setting progress and performance goals for the Joint Committee Services;
- 12.1.4 reviewing the progress and performance of the Joint Committee Services;
- 12.1.5 approving, modifying or amending the terms of reference of the Joint Committee;
- 12.1.6 receiving, considering and adopting or rejecting recommendations of from the Management Board;

- 12.1.7 ratifying and amending the operational policies of the Joint Committee;
  - 12.1.8 approving, modifying or amending the draft annual business plan and annual budget produced by the Management Board;
  - 12.1.9 adopting this constitution and then considering, approving and keeping under review at the Annual General Meeting the constitution, including its standing orders, financial procedure rules and the officer delegation scheme and to carry out such actions as are required by these rules;
  - 12.1.10 receiving audit reports;
  - 12.1.11 promoting the achievement of best value in the provision of Joint Committee Services;
  - 12.1.12 providing member councils with an annual report on LPRB's activities;
  - 12.1.13 undertaking other functions as are reasonably necessary to further any of the purposes of the Joint Committee or the Joint Committee Services.
- 12.2 The following functions are reserved to the appointing authorities and shall not be within the powers of the Joint Committee:
- 12.2.1 all non-executive functions of any of the Councils;
  - 12.2.2 any decision which is contrary to or not wholly in accordance with the Budget approved by each appointing Council for the Joint Committee, or is contrary to an approved policy or strategy of any of the appointing Councils;
  - 12.2.3 any decision in respect of which the Chief Executive of either appointing Council has notified the Secretary to the Joint Committee in writing of the Council's formal objection to the proposed decision.

### **13 ROLE OF THE MANAGEMENT BOARD**

- 13.1 A Management Board comprising the Chief Executives and Partnership Managers from each Council, meeting quarterly, to:
- 13.1.1 ensure Joint Committee Services are delivered in accordance with the progress and performance goals set by the Joint Committee;
  - 13.1.2 ensure that the Joint Committee Services are delivered equitably between the Councils;
  - 13.1.3 recommend operational policy to the Joint Committee;
  - 13.1.4 recommend the proper level of resources required to perform the Joint Committee Services to the Joint Committee

- 13.1.5 ensure that Joint Committee Services are delivered in accordance with the Joint Committee's policies;
- 13.1.6 on or before 30 November, starting in 2011, prepare/update a draft business plan for the Joint Committee for the following financial years;
- 13.1.7 on or before 30 November, starting in 2011, prepare a draft annual budget for the Joint Committee for the following financial year;
- 13.1.8 ensure that the Joint Committee Services are performed within the budget and notify the Joint Committee should the approved budget be insufficient to meet the costs of providing the Joint Committee Services, with recommendations for meeting any shortfall

## **14 ROLE OF THE OPERATIONS GROUP**

- 14.1 An Operations Group, comprising such professional and practitioner officers as determined by the Management Board, meeting as required, to:
  - 14.1.1 monitor the day to day performance of the Joint Committee Services on behalf of Councils;
  - 14.1.2 report quarterly to each Council on the performance of the Joint Committee
  - 14.1.3 carry out such research and duties as the Management Board may require from time to time

## **15 CHANGES TO THE CONSTITUTION**

- 15.1 No change may be made to the constitution of the Joint Committee unless it has been agreed unanimously at a meeting of the Joint Committee.
- 15.2 Each of the Councils may request a change to the constitution of the Joint Committee by sending to the Secretary to the Joint Committee:
  - 15.2.1 Details in writing of the proposed change to the constitution;
  - 15.2.2 A request in writing for the Secretary to include the proposed change to the agenda for the next meeting of the Joint Committee.
- 15.3 When the Secretary to the Joint Committee receives a request for a change to the constitution of the Joint Committee, he or she shall add this to the agenda for the next meeting of the Joint Committee unless the next meeting is the Annual General Meeting. If the next meeting is the Annual General Meeting the Secretary to the Joint Committee shall add the request to the agenda for the next meeting after the Annual General Meeting.
- 15.4 If the Joint Committee agrees to a change to the constitution of the Joint Committee, the change shall take effect immediately after it has been agreed. The Secretary to the Joint Committee shall prepare a new version of the constitution as soon as reasonably practicable after the change has been agreed and shall circulate this to each Council. The costs associated with preparing and circulating the new version of the constitution shall be shared equally between the Councils.

## **16 STANDING ORDERS**

- 16.1 The Joint Committee shall develop standing orders for the proper conduct and management of the Joint Committee.
- 16.2 The Joint Committee must adopt such means as they think sufficient to bring standing orders to the notice of officers of the councils assisting the Joint Committee in undertaking the Joint Committee services.
- 16.3 Standing Orders are binding on all Joint Committee Members.

## FINANCIAL ARRANGEMENTS

### 1 BUDGET

- 1.1 The Budget for the 2011/12 Municipal Year for the Joint Committee and the Joint Committee Services is set out in Appendix A [*Budget for first Municipal Year*].
- 1.2 Subject to paragraph 1.1, on or before 31 November before the start of each Municipal Year the Operational Board shall prepare a draft Budget for the following Municipal Year for the consideration of the Joint Committee and Councils. The draft Budget shall be based on:
  - 1.2.1 The Budget for the previous Municipal Year to that to which the Budget is to apply and shall take account of:
  - 1.2.2 the number of staff needed to provide the Joint Committee Services throughout the Municipal Year;
  - 1.2.3 Indexation;
  - 1.2.4 any goods or services required to be procured during the Municipal Year;
  - 1.2.5 accommodation;
  - 1.2.6 changes in Law;
  - 1.2.7 capital requirements;
  - 1.2.8 agreed changes to the Joint Committee Services, and
  - 1.2.9 any projected under spend for the current Municipal Year and whether this is likely to be as a result of any slippage in planned provision of the Joint Committee Services.
- 1.3 A percentage split shall be applied to the total budget for the shared service in order for it to be apportioned across the participating Councils. The schedule for how the Budget shall be apportioned is included at Appendix B and where a cost is not attributable to a category listed in Appendix B it shall be apportioned in accordance with the Agreed Percentages.
- 1.4 On receipt of the draft Budget in accordance with paragraph 1.2, each Council may suggest amendments to the draft budget to the Joint Committee.
- 1.5 The agreed draft Budget will be the approved draft Budget once it has been approved by the members of all Councils.
- 1.6 The Councils shall approve the draft Budget on or before 31 December in each Municipal Year.
- 1.7 If the Councils do not approve the draft Budget under paragraph 1.6 then the Joint Committee shall continue to operate on the basis of the Budget for the previous Municipal Year (but incorporating such amendments as the Councils shall agree).

- 1.8 If at any time it appears to the Operational Board that the Budget may be insufficient to meet its costs for a Municipal Year the Operational Board shall notify the Joint Committee in writing of this. The Operational Board shall explain the reason why the Budget is insufficient, give an estimate of its likely amount and request a variation to the Budget.
- 1.9 The Joint Committee shall forward any variations proposed under paragraph 1.8 to the Councils for their approval. The Councils shall approve any variation to the Budget which is required to pay for any costs which are necessary to enable the Joint Committee to comply with its obligations under this Agreement.

## **2 AGREED PERCENTAGES**

- 2.1 The Agreed Percentages reflect the benefit of the Joint Committee Services that each Council obtains relative to the other Councils.
- 2.2 At the date of this Agreement the Agreed Percentages are:

Harborough:	27.12%
North West:	35.94%
Hinckley and Bosworth:	36.94%
- 2.3 A review of the Agreed Percentages shall be completed by the Councils every five years (with the first review completed five years from the Start Date). The review shall consider whether the percentages for the Agreed Percentages in effect at the time should be amended in order to properly reflect any change in the extent to which different Councils are or will be benefiting from the Project.
- 2.4 All Parties agree to work together in good faith to undertake, and reach agreement in respect of, the review process considered in paragraph 2.3 of this Schedule.

## **3 ACCOUNTING AND FINANCIAL INFORMATION SHARING**

- 3.1 Hinckley and Bosworth District Council shall hold the accounts for the Joint Committee on behalf of the Councils.
- 3.2 Hinckley and Bosworth District Council shall keep the accounting records in a way that complies with the requirements of the Inland Revenue, Customs and Excise and in a manner consistent with statutory accounting regulations and good practice.
- 3.3 Hinckley and Bosworth District Council shall arrange for completion of the annual audit of the Joint Committee's accounts by Hinckley and Bosworth District Council external auditor.
- 3.4 All financial statements concerning the Joint Committee's accounts shall be approved by the Joint Committee.
- 3.5 The Joint Committee's accounts shall at all times be available to the Joint Committee, and all participating authorities and their internal and external auditors.
- 3.6 All Councils will operate an open book accounting policy in respect of expenditure and income relating to the Project.

- 3.7 The Councils will share relevant financial information with each other on a regular basis (monthly) to allow each Council to conduct its financial monitoring activities and to consider spend incurred, forecasted spend and an analysis of any variance from the agreed budgets.

#### **4 PAYMENTS**

- 4.1 As part of the Budget there shall be a Schedule of payments to be made by each Council to the host authority to manage on behalf of the joint committee and that the schedule of payments will be agreed on annual basis by the treasurers of each authority.
- 4.2 Payments between Councils regarding the Project will be designed and agreed to ensure that no Council is disadvantaged and where possible to avoid any requirement to charge interest on outstanding balances.
- 4.3 Payments will cover 100% of costs incurred in relation to the Project.
- 4.4 All payments will be made electronically and in a timely manner.

APPENDIX A – Draft Budget for 2011/12

	Notes/Details	Total	HBBC	HDC	NWL
<b>% Split</b>			<b>42.31</b>	<b>27.59</b>	<b>30.10</b>
Salaries including On costs, Insurance and Pension	Based on the actual figures for 2011/12	£2,780,417	£1,176,310	£767,167	£836,940
Training - including conference and Seminars	Total confirmed by practitioners (SCo and LBU) and then split by salary %	£18,000	£7,615	£4,967	£5,418
Professional Subscriptions to outside bodies	Total confirmed by practitioners (SCo and LBU) and then split by salary %	£800	£338	£221	£241
Mileage	Total based on current budgets and then split by salary %	£56,423	£23,871	£15,568	£16,984
Disturbance	Total based on agreed disturbance limit and then split by salary	£65,000	£27,500	£17,935	£19,566
Mobile Telephones	Total confirmed by practitioners (SCo and LBU) and then split by salary %	£2,000	£846	£552	£602
Flexible Working - To be used for new staff and ongoing support and maintenance	Total confirmed by practitioners (SCo and LBU) and then split by salary %	£41,100	£17,388	£11,340	£12,372
Accommodation for the Atkins Building - this may need to adjusted according to % split	Awaiting confirmation of total from DBU and then split by staffing	£31,469	£13,314	£8,683	£9,473
Subsistence	Based on HBBC's budget then split across Salary	£359	£152	£99	£108
Staffing Under spend	Based on 3% and the split across salary	-£84,000	-£35,538	-£23,177	-£25,285
<b>Sub Total</b>			<b>£1,231,796</b>	<b>£803,354</b>	<b>£876,418</b>

	Notes/Details	Total	HBBC	HDC	NWL
<b>% Split</b>			<b>36.94</b>	<b>27.12</b>	<b>35.94</b>
Furniture	Total confirmed by practitioners (SCo and LBU) and then split by workload %	£1,500	£554	£407	£539
Capita Maintenance and Licenses	Based on increasing rev and reducing upfront and then split across work load	£181,314	£66,977	£49,172	£65,164
Telephones - Atkins VOIP	Figures to be confirmed by DBu and then split across workload	£20,000	£7,388	£5,424	£7,188
General ICT Maintenance and License	Figures from Business Case and including "I am moving" license fee) and ACS license fee then split across work load.	£66,000	£24,380	£17,899	£23,720
Computer consumables	Total confirmed by practitioners (SCo and LBU) and then split by workload %	£10,000	£3,694	£2,712	£3,594
EDRMS Maintenance and Licenses	Taken from Anite Tender (to be confirmed by DBu - these costs are subject to Change - this does not include implementation and Split across license fee	£15,610	£5,766	£4,233	£5,610
ICT Development	Total confirmed by practitioners (SCo and LBU) and then split by workload %	£3,000	£1,108	£814	£1,078
Clothes and Uniforms	Total confirmed by practitioners (SCo and LBU) and then split by workload %	£600	£222	£163	£216
Printing & Stationary	Total confirmed by practitioners (SCo and LBU) and then split by workload	£40,000	£14,776	£10,848	£14,376

	Notes/Details	Total	HBBC	HDC	NWL
	%				
Contract for Annual Billing	Total confirmed by practitioners (SCo and LBU) and then split by workload %	£30,000	£11,082	£8,136	£10,782
Library	Total confirmed by practitioners (SCo and LBU) and then split by workload %	£1,200	£443	£325	£431
Subscriptions - NAFIN, CIPFA, IRRV, LOCTA	Total confirmed by practitioners (SCo and LBU) and then split by workload %	£7,000	£2,586	£1,898	£2,516
Room Hire and Expenses	Total confirmed by practitioners (SCo and LBU) and then split by workload %	£1,000	£369	£271	£359
Postage	Total confirmed by practitioners (SCo and LBU) and then split by workload %	£110,000	£40,634	£29,832	£39,534
Consultancy	Total confirmed by practitioners (SCo and LBU) and then split by workload %	£5,000	£1,847	£1,356	£1,797
Miscellaneous	Total confirmed by practitioners (SCo and LBU) and then split by workload %	£1,000	£369	£271	£359
<b>Sub Total</b>			<b>£182,197</b>	<b>£133,762</b>	<b>£177,265</b>
<b>Split by actual</b>					
Searches	Figures to be verified by accountants base on previous spend		£2,000	£1,600	£4,800

	Notes/Details	Total	HBBC	HDC	NWL
Bailiffs' Fees	Figures to be verified by accountants base on previous spend		£50	£5,800	£1,350
Court Costs	Figures to be verified by accountants base on previous spend		16,640	£16,000	£16,260
<b>Sub Total</b>			<b>£18,690</b>	<b>£23,400</b>	<b>£22,410</b>
<b>Implementation</b>	<b>One off capital &amp; Revenue costs 2011/12</b>				
Flexible Working	Figures worked out at £1000 per member of staff - based on at least 80% that are transferring taking up the mixed location offer.	£46,400		£20,800	£25,600
Removal	Guesstimate	£23,000		£ 10,000	£ 13,000
Agency Working	For NWL inclusion ony				£6,000
Legacy Costs	Residual Civica	£10,000			£10,000
<b>Sub Total</b>			<b>£0</b>	<b>£30,800</b>	<b>£54,600</b>
<b>Total</b>			<b>£1,432,683</b>	<b>£991,316</b>	<b>£1,130,693</b>

APPENDIX B – Schedule for apportioning costs

	HBBC %	HDC %	NWL %
Salaries including On costs, Insurance and Pension	42.31	27.59	30.10
Training - including conference and Seminars	42.31	27.59	30.10
Professional Subscriptions	42.31	27.59	30.10
Disturbance	42.31	27.59	30.10
Mobile Telephones	42.31	27.59	30.10
Flexible Working	42.31	27.59	30.10
Subsistence	42.31	27.59	30.10
Furniture	36.94	27.12	35.94
Capita Maintenance and Licenses	36.94	27.12	35.94
Telephones - Atkins VOIP	36.94	27.12	35.94
General ICT Maintenance and License	36.94	27.12	35.94
EDRMS Maintenance and Licenses	36.94	27.12	35.94
ICT Development	36.94	27.12	35.94
Clothes and Uniforms	36.94	27.12	35.94
Printing & Stationary	36.94	27.12	35.94
Library	36.94	27.12	35.94
Subscriptions	36.94	27.12	35.94
Hospitality	36.94	27.12	35.94
Consultancy	36.94	27.12	35.94
Miscellaneous	36.94	27.12	35.94