

# **CONSTITUTION**

## **PENNINE LANCASHIRE BUILDING CONTROL JOINT COMMITTEE**

### **1. PREAMBLE**

- 1.1 The Joint Committee shall be known as the Pennine Lancashire Building Control Joint Committee (the "Joint Committee").
- 1.2 The Partner Authorities have a duty under Section 91 of the Building Act 1984 in relation to the Building Control Service, including the enforcement of Building Regulations in the Joint Area.
- 1.3 The Partner Authorities have agreed to form a Joint Committee for the purposes of Sections 101 and 102 of the Local Government Act 1972, the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000, the Local Authorities (Arrangements for the Discharge of Functions) (England) (Amendment) Regulations 2001 made under Section 20 of the 2000 Act and all other enabling powers.
- 1.4 The Executives of the Partner Authorities pursuant to all enabling powers have agreed to enter into the Constitution.
- 1.5 The Councils of the Partner Authorities have adopted the Constitution and have agreed that the Joint Committee undertake the Building Control Functions in relation to the Building Control Service.
  - 1.5.1 The Partner Authorities will work together to:
    - (1) establish a clear and accountable framework to promote the economic, environmental and social well-being of their respective areas;
    - (2) provide a single shared service for the delivery of the Building Control Service in the Joint Area;

- (3) oversee, monitor, manage and develop the joint arrangements to ensure the successful provision of the Building Control Service in the Joint Area;
- (4) enhance and improve the Building Control Service;
- (5) improve and sustain performance standards and competitiveness, cost effectiveness of the Building Control Service provided by the Partner Authorities to the people and businesses across the Joint Area;
- (6) explore all procurement opportunities and options for the delivery of the Building Control Service and associated activities;
- (7) endeavour to secure value for money for the Partner Authorities, the council tax payers and business rate payers of the Joint Area;
- (8) give full consideration to the impact (financial and non-financial) on employees and other services of the Partner Authorities;
- (9) maximise the opportunities under the statutory power to promote environmental, social and economic well-being in all matters related to the Building Control Service;
- (10) consider any other activities in accordance with the general scope of responsibility provided they continue to promote, develop or secure the role of the Joint Committee in the provision of the Building Control Service, including the procurement, implementation and management of the Building Control Service to the benefit of people and businesses for the Joint Area;
- (11) co-operate 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 Chief Executives of the Partner Authorities;
- (12) share in a fair and equitable manner the costs and work in achieving the Aims and Objectives and for that purpose the Partner Authorities have agreed Financial Arrangements

specified in Schedule 2 to the Service Level Agreement which amongst other things outline the administrative and cost implications for the provision of a single shared service for the delivery of the Building Control Service in the Joint Area;

(13) respond in a more effective and co-ordinated way in relation to the development and implementation of an integrated strategy for the Building Control Service including the procurement of an integrated Building Control Service ICT solution in the Joint Area.

1.5.2 The Partner Authorities have agreed with effect from the Commencement Date to form the Joint Committee and for the functions set out in the Constitution and the Agreement to be delegated to and discharged by the Joint Committee on their behalf.

1.5.3 The Joint Committee shall be established and maintained with the membership, functions, powers, duties and responsibilities set out in the Constitution.

1.5.4 Any amendments to the Constitution shall be first approved by the Partner Authorities and then by the Joint Committee.

## 2.1 DEFINITIONS

In the Constitution, unless the context otherwise requires, the following terms shall have the meanings given to them below:

**“Agreement”** means the Agreement between Blackburn with Darwen and Burnley for the provision of a single shared service for the delivery of the Building Control Service;

**“Aims and Objectives”** means the agreed aims and objectives of the Joint Committee as set out in paragraph 3 of the Constitution and which may be amended from time to time in accordance with the Constitution;

**“Annual General Meeting”** means the meeting of the Joint Committee convened each year in accordance with paragraph 7 of the Constitution;

**“Blackburn with Darwen”** means Blackburn with Darwen Borough Council of Town Hall, King William Street, Blackburn BB1 7DY, which expression shall include its successors in title;

**“Building Control Authority”** means Blackburn with Darwen and/or Burnley;

**“Building Control Functions”** means all those building control functions that are the responsibility of each Partner Authority’s Executive;

**“Building Control Partnership”** means the joint arrangements for the provision of a single shared service for the delivery of the Building Control Service in the Joint Area;

**“Building Control Service”** means all the building control services provided by the Joint Committee pursuant to the provisions of the Constitution, the Agreement and the Service Level Agreement;

**“Building Regulations”** has the meaning in Section 122 of the Building Act 1984;

**“Burnley”** means Burnley Borough Council of Town Hall, Manchester Road, Burnley BB11 1JA, which expression shall include its successors in title;

**“Business Plan”** means a business plan prepared from time to time by the Joint Committee in accordance with paragraph 9 of the Constitution and the Agreement outlining the priorities of the Partner Authorities in order to achieve the Aims and Objectives and which has been approved and adopted by the Joint Committee in accordance with the Constitution and the Agreement;

**“Chair”** means the Chair of the Joint Committee appointed by the Joint Committee at each Annual General Meeting in accordance with paragraph 7.1 of the Constitution;

**“Clear Day”** means for the purposes of the Constitution a complete day and it shall not include the date upon which any notification is made or received under the Constitution 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 Partner Authority in accordance with the 2000 Act;

**“Commencement Date”** means 3<sup>rd</sup> September 2009;

**“Constitution”** means this Constitution for the provision of a single shared service for the delivery of the Building Control Service in the Joint Area;

**“Delegated Functions”** means the functions delegated by each Partner Authority to the Joint Committee as set out in paragraph 4 of the Constitution;

**“Draft Business Plan”** means a draft business plan prepared from time to time by the Joint Committee in accordance with paragraph 9 of the Constitution;

**“Executive”** means the executive of a Partner Authority as prescribed by Section 11 of the 2000 Act;

**“Executive Arrangements”** has the meaning in Section 10 of the 2000 Act;

**“Executive Decision”** means a decision which the Joint Committee has the authority to make on behalf of each Partner Authority in accordance with the Constitution and the Agreement;

**“Financial Arrangements”** means the operational and financial details including any amendment from time to time between the Partner Authorities concerning the provision of the Building Control Service by the Joint Committee specified in Schedule 2 to the Agreement;

**“Functions”** mean the functions specified in paragraph 4 of the Constitution;

**“Joint Area”** means all of the administrative areas of the Partner Authorities as one whole;

**“Joint Arrangements”** means the Pennine Lancashire Building Control Joint Committee;

**“Joint Committee”** means the Pennine Lancashire Building Control Joint Committee;

**“Joint Committee Member”** means a person appointed to the Joint Committee by a Partner Authority in accordance with paragraph 5.1 of the Constitution;

**“Monitoring Officer”** means the Officer of each Partner Authority appointed in accordance with Section 5 of the Local Government and Housing Act 1989;

**“Partner Authority”** means either Blackburn with Darwen or Burnley or such other Local Authority that may become a Partner Authority in accordance with the Constitution;

**“Partner Authorities”** means Blackburn with Darwen and Burnley and such other Local Authority that may become a Partner Authority in accordance with the Constitution;

**“Partner Authority Member”** means a Joint Committee Member and/or Substitute Member appointed by a Partner Authority in accordance with paragraph 5.1 of the Constitution;

**“Procurement Exercise”** means the procurement process undertaken by the Joint Committee in accordance with the Business Plan and the terms of the Constitution;

**“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”** means the person appointed by the Joint Committee pursuant to paragraph 8 of the Constitution;

**“Sub-Committee”** means a sub-committee of the Joint Committee established in accordance with paragraphs 7.1 and/or 7.3 of the Constitution;

**“Substitute Member”** means subject to the provisions of the Constitution a substitute for a Joint Committee Member appointed by a Partner Authority to act in the absence through illness of the Joint Committee Member in accordance with paragraph 5.1 of the Constitution;

**“Vice-Chair”** means the Vice-Chair of the Joint Committee appointed by the Joint Committee at each Annual General Meeting in accordance with paragraph 7.1 of the Constitution;

**“Voting Member”** means a Partnership Authority Member who is able to vote on behalf of a Partner Authority;

**“1972 Act”** means the Local Government Act 1972 (as amended);

**“2000 Act”** means the Local Government Act 2000 (as amended).

## 2.2 INTERPRETATION

2.2.1 In this Constitution except where the context otherwise requires:

- 2.2.1.1 the masculine includes the feminine and vice-versa;
- 2.2.1.2 the singular includes the plural and vice-versa;
- 2.2.1.3 a reference in the Constitution to any paragraph or sub-paragraph is, except where it is expressly stated to the contrary, a reference to such paragraph or sub-paragraph of the Constitution;
- 2.2.1.4 any reference to the Constitution shall include any approved amendment;
- 2.2.1.5 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 European Union instrument) as amended, replaced, consolidated or re-enacted;
- 2.2.1.6 headings are for convenience of reference only;
- 2.2.1.7 the words in the Constitution shall bear their natural meaning.

### 3. **AIMS AND OBJECTIVES OF THE JOINT COMMITTEE**

- 3.1 The Joint Committee wishes to operate a shared Building Control Service to achieve a sustainable and competitive Building Control Service offering opportunities for an enhanced Building Control Service and economies of scale.
- 3.2 The Joint Committee wishes to establish a clear and accountable framework to work together to promote the economic, environmental and social well-being of their respective areas and in order to be able to respond in a more effective and coordinated way in relation to the development and implementation of the Business Plan.
- 3.3 Each Partner Authority in recognition of the need for delivering value for money, promoting financial efficiency and effectiveness and securing continuous improvement in the provision of the Building Control Service wishes to establish the Joint Committee to:



- 3.3.1 procure services, facilities, assets and ICT solutions in accordance with the Business Plan;
- 3.3.2 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, if necessary by holding a meeting between the Chief Executives of the Partner Authorities;
- 3.3.3 share in a fair and equitable manner the costs and work included in achieving the Aims and Objectives;
- 3.3.4 endeavour to maximise the financial contributions which each Partner Authority shall be able to make;
- 3.3.5 provide a forum and mechanism for ensuring that there is a coherent programme and organisational structure for the Building Control Service; and
- 3.3.6 consider any other activity in accordance with the general scope of responsibility of the Joint Committee provided it promotes, develops or secures the role of the Joint Committee in Building Control Service procurement, implementation and management to the benefit of people and businesses of the Joint Area.

3.4 Each Partner Authority has agreed to establish and maintain the Joint Committee with the membership, functions, powers, duties and responsibilities set out in the Constitution and the 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 to:

- 4.1.1 exercise the Building Control Functions including the functions, powers, duties and responsibilities of the Partner Authorities in relation to Building Control Service under the Building Act 1984 and all other related legislation and including the enforcement of Building Regulations in the Joint Area;
- 4.1.2 develop a Business Plan for approval, adoption and implementation by the Joint Committee;

- 4.1.3 make recommendations to the Partner Authorities to provide resources as required to secure the delivery of the Business Plan and to support the Aims and Objectives of the Joint Committee;
- 4.1.4 prepare and submit as required all reports, business cases and supplementary information as may be required by central government and or any agency or organisation 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;
- 4.1.5 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;
- 4.1.6 consult with appropriate persons and commission research and public opinion surveys into matters relevant to the Aims and Objectives and the Business Plan;
- 4.1.7 influence, advise and lobby central government and other agencies or organisations (whether locally, nationally and internationally) where this is consistent with the Aims and Objectives and the Business Plan;
- 4.1.8 keep under review the building control services offered by the private sector and to re-visit marketing strategies accordingly.

## 5. **MEMBERSHIP OF THE JOINT COMMITTEE**

- 5.1 Each Partner Authority shall appoint one elected Member as its Joint Committee Member and one Substitute Member (to act in its Joint Committee Member's absence through illness) as its Substitute Member to the Joint Committee.
- 5.2 The Partner Authority Members shall be Voting Members.
- 5.3 The term of office of each Partner Authority Member shall be determined by the Partner Authority appointing him, provided that for the duration of his appointment he remains an elected Member of the appointing Partner Authority and has been appointed by that Partner Authority to be or remain a Partner Authority Member.

- 5.4 Each Partner Authority shall give written notice to the Secretary of the name and contact details of its Partner Authority Member; such written notice may be given by electronic mail.
- 5.5 A Partner Authority may change its Partner Authority Member at any time provided that written notice of any such change is given to the Secretary, 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 its Joint Committee Member and its Substitute Member are members of its Executive.
- 5.7 Each Partner Authority shall as far as possible ensure that Partner Authority Members have the skills and qualities required to fulfil the role of a Partner Authority Member.
- 5.8 Each Partner Authority shall send an appropriate officer to meetings of the Joint Committee, any Sub-Committee or working group.
- 5.9 Each Partner Authority, through its Partner Authority Member, shall have one vote at meetings of the Joint Committee and/or any Sub-Committee, and there shall be no second or casting vote.
- 5.10 Decisions made by the Joint Committee or Sub-Committee shall be by means of consensus. In the event of a vote being necessary, voting shall be by a show of hands and decisions reached will be based on the majority of votes cast for or against a particular proposal.
- 5.11 Recorded votes shall be taken if requested by a Partner Authority Member, and a Partner Authority Member shall have the right to have the way he voted (or abstained) recorded in the minutes.

## 6. **ROLE OF A PARTNER AUTHORITY MEMBER**

- 6.1 The responsibilities of a Partner Authority Member are to:
- 6.1.1 be a Voting Member;
  - 6.1.2 be committed to and act as a champion for the achievement of the Aims and Objectives and the delivery of the Business Plan;
  - 6.1.3 be a good ambassador for the Joint Committee;
  - 6.1.4 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 implementation of the Business Plan;
  - 6.1.5 be aware of emerging technologies and processes in the area of the Building Control Service;
  - 6.1.6 act as an advocate for the Joint Committee in seeking any necessary approval of the Business Plan.

## 7. **MEETINGS OF THE JOINT COMMITTEE**

- 7.1 The first meeting of the Joint Committee in the year before 1<sup>st</sup> April 2010 shall be its Annual General Meeting and at this Meeting the Chair and Vice-Chair of the Joint Committee shall be appointed and any Sub-Committees of the Joint Committee shall be appointed. The Chair and Vice-Chair shall rotate automatically on an annual basis between the Partner Authorities. The Members appointed to the offices of Chair and Vice Chair shall be Voting Members of the Joint Committee.
- 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, amongst other things, determine and approve the schedule of times and dates for all meetings to take place over the following year.
- 7.3 The first meeting of the Joint Committee in any year after 1<sup>st</sup> April 2010 shall be the Annual General Meeting at which the Chair and Vice-Chair of the Joint Committee shall be appointed 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.

- 7.4 The Joint Committee shall from time to time approve and adopt the Business Plan.
- 7.5 The quorum for a valid meeting of the Joint Committee shall be two Voting Members.
- 7.6 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 at least five Clear Days before such meeting to the Partner Authority Members.
- 7.7 At the same time, such papers shall also be despatched to the Chairs of the Partner Authorities' Scrutiny Committees with responsibility for scrutiny in respect of building control matters, to the spokespersons for Political Groups (if any) within the Partner Authorities and to the Chief Executives of the Partner Authorities or such other senior officer of a Partner Authority as may be nominated in writing by a Partner Authority to the Secretary.
- 7.8 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 Chair, the Vice-Chair or the Secretary.
- 7.9 In the case of a matter requiring urgent attention the Chair and Vice-Chair at their absolute discretion may agree to an emergency meeting of the Joint Committee being convened with less than ten Clear Days before such meeting.
- 7.10 The Chair or Vice-Chair may summon a Special Meeting of the Joint Committee at any time, specifying the business to be considered at the Special Meeting. The Secretary shall within five Clear Days of receipt of

receiving such a request arrange for the Special Meeting to be convened within the next twenty-one Clear Days.

- 7.11 Meetings of the Joint Committee shall be open to the public and press except during consideration of items containing confidential or exempt information within the meaning of the 1972 Act.
- 7.12 Minutes of the Joint Committee will (subject to the provisions of paragraph 7.11) be available to the public and press as though they were minutes of a meeting of each Partner Authority.
- 7.13 The Chair, Vice-Chair or each Partner Authority may invite any person to attend a meeting of the Joint Committee or Sub-Committee for the purpose of making a presentation or participating in discussion on any item relevant to the Joint Committee's or Sub Committee's functions when that person is able to provide a professional or commercial opinion which the Chair, Vice-Chair or the Partner Authority considers will be of assistance to the Joint Committee or Sub-Committee.

## 8. **SUPPORT TO THE JOINT COMMITTEE**

- 8.1 The Secretary shall be an officer of a Partner Authority appointed by the Joint Committee who shall be designated amongst other things to provide administrative support.
- 8.2 The responsibilities of the Secretary are to:
  - 8.2.1 make all necessary arrangements for the convening of meetings of the Joint Committee and any Sub-Committees;
  - 8.2.2 provide or where necessary procure (at the expense of the Joint Committee) the provision of all advice on the technical, legal and financial implications of matters under consideration by the Joint Committee and any Sub-Committee relevant to the Joint Committee's or Sub-Committee's functions to be included in the reports to the Joint Committee and any Sub-Committee;

- 8.2.3 ensure that no contracts of any type are entered into on behalf of the Joint Committee without legal advice having been obtained and the Joint Committee informed of any implications for the Partner Authorities in terms of ongoing liabilities;
  - 8.2.4 ensure that no such contracts are entered into the financial consequences (whether one-off or ongoing) of which exceed the funding delegated by the Partner Authorities to the Joint Committee to administer unless each Partner Authority which shall be affected by that expenditure has passed a formal resolution to accept those financial consequences;
  - 8.2.5 bring to the attention of the Joint Committee or Sub-Committee matters which are relevant to the Joint Committee's or Sub-Committee's functions and which merit consideration by the Joint Committee or Sub-Committee;
  - 8.2.6 arrange for the taking and maintenance of minutes of meetings of the Joint Committee, any Sub-Committees or working group, and ensure that the business at meetings of the Joint Committee, any Sub-Committee or working group is conducted in accordance with legal requirements;
  - 8.2.7 be responsible for communications relating to the arrangements for meetings of the Joint Committee, any Sub-Committee or working group;
  - 8.2.8 manage and co-ordinate the day-to-day affairs of the Joint Committee, any Sub-Committees and working groups;
  - 8.2.9 be responsible for communications with other agencies, including the media.
- 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 Officer appointed by the Joint Committee to provide this support, marked for the attention of the Secretary to the Joint Committee.

9. **BUSINESS PLAN**

- 9.1 The Joint Committee shall implement the approved and adopted Business Plan and shall make decisions having due regard to the approved and adopted Business Plan.
- 9.2 The Joint Committee may from time to time approve and adopt 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.
- 9.3 Each year the Joint Committee shall be responsible for the preparation of a Draft Business Plan for approval and adoption by the Joint Committee as its approved and adopted Business Plan in accordance with paragraph 7.4 of the Constitution.
- 9.4 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 1<sup>st</sup> April in the relevant year. It shall 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.
- 9.5 The Joint Committee shall from time to time approve and adopt the Draft Business Plan. Once approved and adopted the Draft Business Plan shall become the approved and adopted Business Plan for the Joint Committee in accordance with paragraph 7.4 of the Constitution.

10. **CONTRIBUTIONS TO THE COSTS INCURRED BY THE JOINT COMMITTEE**

- 10.1 The Partner Authorities shall fund all costs incurred by the Joint Committee in accordance with the Business Plan.
- 10.2 The costs referred to in paragraph 10.1 shall be incurred by Blackburn with Darwen on behalf of the Joint Committee and each Partner Authority shall



reimburse Blackburn with Darwen its share of these costs on the provision of reasonable evidence that such costs have been reasonably incurred.

10.3 The Financial Arrangements shall be as set out in Schedule 2 to the Agreement.

11. **DELEGATION TO SUB-COMMITTEES OR 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 Partner Authority 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 Blackburn with Darwen, and any Procurement Exercise on behalf of the Joint Committee shall be subject to Blackburn with Darwen's Contract Procedure Rules. Each Partner Authority shall reimburse Blackburn with Darwen for its equitable share of the costs on the provision of reasonable evidence that such costs have been reasonably incurred.

12. **AMENDMENTS TO THE CONSTITUTION BY THE JOINT COMMITTEE**

12.1 The terms of the Constitution shall be kept under periodic review by the Joint Committee and by each Partner Authority.

12.2 Subject to paragraphs 17.1 and 17.2, any amendment to the Constitution to be proposed to the Joint Committee by 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.

13. **SCRUTINY ARRANGEMENTS**

- 13.1 Executive Decisions made by the Joint Committee insofar as they relate to the exercise of Building Control Functions by the Joint Committee shall be subject to the Scrutiny Arrangements of each Partner Authority.
- 13.2 All such Executive Decisions of the Joint Committee shall be notified to all those to whom papers are to be despatched in accordance with paragraph 7.7 within two Clear Days of the decision being made.
- 13.3 The Partner Authority Members and officers shall co-operate fully with the relevant Scrutiny Committee of each Partner Authority.
- 13.4 Any Executive Decision of the Joint Committee called in for scrutiny before it is implemented shall not be implemented until the outcome of Scrutiny Arrangements of the Partner Authority whose membership has called in the decision.
- 13.5 A call in of an Executive Decision can only be made if the Executive Decision concerned directly affects the Partner Authority whose membership wishes to call in the Executive Decision.
- 13.6 A Partner Authority 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 an Executive Decision made by the Joint Committee or any Sub Committee of the Joint Committee.
- 13.7 Paragraph 13.6 shall not apply if that Partner Authority Member attends the meeting for the purpose of answering questions or otherwise giving evidence relating to that Executive Decision.

- 13.8 A Scrutiny Committee shall 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 a 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 7.10. and the Joint Committee shall issue a formal response to such a report.
- 13.11 Where a Partner Authority Member or officer is required to attend a Scrutiny Committee, the Chair of that Committee will inform the Monitoring Officer or Proper Officer of the Partner Authority.
- 13.12 The Monitoring Officer or Proper Officer shall inform the Partner Authority Member or officer in writing giving at least ten 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 attendance at a Scrutiny Committee shall require the production of a report, then the Partner Authority Member or officer concerned shall be given sufficient notice to allow for preparation of appropriate 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.
- 13.15 If having considered an Executive Decision taken by the Joint Committee a Scrutiny Committee is concerned about the Executive Decision, then it may

refer the Executive Decision 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 shall have a further ten Clear Days from the date of referral back to consider whether to amend the original Executive Decision before reaching a final decision. 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 an Executive 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 Executive Decision 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 Subject to paragraph 13.20, the call-in procedure set out above shall not apply where the Executive Decision being taken by the Joint Committee is urgent.
- 13.18 An Executive Decision shall be deemed to be urgent if any delay likely to be caused by the call-in process would prejudice the interests of the Joint Committee, the public or a third party.
- 13.19 The record of the Executive Decision and notice by which it is made shall state whether, in the opinion of the Joint Committee, the Executive Decision 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 relevant Members or officers of the Scrutiny Committee as set out in the Scrutiny Arrangements must agree both that the Executive Decision proposed is reasonable in all circumstances and also to its 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, 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 requested 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 six months;
- the principal proposals in 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 Partner Authority Members and officers shall co-operate fully with any request of a 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 a review of any aspect of the provision of the Building Control Service.

13.24 The Joint Committee shall have due regard to the reasonable recommendations of a Partner Authority arising out of paragraphs 13.22 and 13.23.

#### 14. **CONDUCT AND EXPENSES OF PARTNER AUTHORITY MEMBERS**

14.1 Partner Authority Members shall observe at all times the provisions of the Code of Conduct adopted by their respective Partner Authority.

14.2 Each Partner Authority shall be responsible for meeting any expenses to which any Partner Authority Member or officer is entitled as a result of their attendance at duly authorised meetings.

15. **LIABILITY OF PARTNER AUTHORITY MEMBERS**

- 15.1 Partner Authority Members shall have the same responsibilities and liabilities as those which apply when sitting on other committees and bodies as an appointed representative on behalf of their Partner Authority.
- 15.2 Where any contractual arrangements are authorised by the Joint Committee, any liabilities arising under those arrangements shall rest with the Partner Authorities.
- 15.3 Indemnification for any liabilities which arise is a matter between Partner Authority Members and their Partner Authorities.

16. **DISPUTE RESOLUTION**

- 16.1 Any dispute under the Constitution shall in the first instance be referred to the Chief Executives of the Partner Authorities who shall meet to consider the dispute and use all reasonable endeavours to resolve matters as soon as reasonably practicable.
- 16.2 The Partner Authorities shall use all reasonable endeavours to reach a negotiated resolution through the above dispute resolution procedure. The specific format for such resolution shall be left to the reasonable discretion of the Partner Authorities but may include preparation and submission of statements of fact or of position.
- 16.3 If the dispute is not resolved at this meeting and only if each Partner Authority agrees at such a meeting or within fifteen Clear Days of its conclusion the Partner Authorities may request that the dispute be referred to a mediator to be agreed between them.

17. **ADDITIONAL MEMBERS**

- 17.1 Subject to paragraph 17.2, the Joint Committee may agree to one or more local authorities joining the Building Control Partnership for the purpose of

providing a single shared service for the delivery of the Building Control Service in the Joint Area of the Partner Authorities, as provided for in the Constitution and the Agreement.

17.2 Any proposal for one or more local authorities to join the Building Control Partnership shall be subject to each Partner Authority first approving the proposal.

18. **CESSATION OF MEMBERSHIP**

18.1 A Partner Authority may withdraw from membership of the Joint Committee by giving twenty-four months notice (or such shorter period of time agreed by the Partner Authorities) in writing to the Secretary.

18.2 In the event of a Partner Authority withdrawing from membership of the Joint Committee as provided for in paragraph 18.1, then the provisions for withdrawal in the Agreement shall apply and in respect of any contractual obligations or other financial commitments entered into or costs reasonably incurred on behalf of the Joint Committee whilst that Partner Authority was a Member of the Joint Committee and to which it was a party, the Partner Authority shall:

18.2.1 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

18.2.2 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.

18.3 If a Partner Authority decides to withdraw from membership of the Joint Committee then the Joint Committee shall automatically cease to exist on the expiration of the Notice Period required by paragraph 18.1 and the Joint Committee shall make appropriate recommendations to the Partner Authorities to end the operation of the Joint Committee.

19. **ACCESS TO INFORMATION**

19.1 The Access to Information Rules of Blackburn with Darwen shall apply to the Joint Committee's business.

20. **PRESS AND PUBLIC RELATIONS**

20.1 Subject to paragraph 8.2.9, the Joint Committee shall have power to issue such press releases and carry out such publicity as it deems necessary to further the Aims and Objectives.

21. **APPOINTMENT OF AUDITORS**

21.1 The auditors of Blackburn with Darwen shall be appointed on behalf of the Joint Committee to regulate and inspect financial arrangements in respect of the Joint Arrangements.

21.2 Blackburn with Darwen shall operate open book accounting policies and procedures and shall comply with document retention policies on behalf of the Joint Committee and shall on request and within a reasonable time afford the other Partner Authority Member or their respective auditors and/or professional advisers such access to those records as may be required by them in connection with the Joint Arrangements.

21.3 Partner Authority Members and officers shall co-operate fully with any request made by the auditors and/or their professional advisers.