

Dated:

Partner Councils:

- 1. BABERGH DISTRICT COUNCIL**
- 2. IPSWICH BOROUGH COUNCIL**
- 3. MID SUFFOLK DISTRICT COUNCIL**

**SHARED REVENUES PARTNERSHIP
AGREEMENT**

THIS AGREEMENT is made on the day of

BETWEEN

1. **BABERGH DISTRICT COUNCIL** (“BDC”) of Corks Lane, Hadleigh, Suffolk IP7 6SJ
2. **IPSWICH BOROUGH COUNCIL** (“IBC”) of Grafton House, 15-17 Russell Road, Ipswich IP1 2DE and
3. **MID SUFFOLK DISTRICT COUNCIL** (“MSDC”) of Council Offices, 131 High Street, Needham Market, Suffolk IP6 8DL

Background

1. Under Section 101 of the Local Government Act 1972 Local Authorities may arrange for the discharge of their functions by a Joint Committee comprising Members of their Authorities. The Partner Councils agreed to establish a Joint Committee known as the Shared Revenue Partnership Committee (the Joint Committee) and enter into an Agreement dated 7 January 2011 (the Agreement). The Joint Committee commenced on 1 April 2011.
2. IBC has introduced Executive Arrangements under the provisions of the Local Government Act 2000; BDC and MSDC have not introduced Executive Arrangements
3. The Executive of IBC and the Councils of BDC and MSDC wish to establish a Joint Committee for the purposes of Section 101 of the Local Government Act 1972 and Section 20 of the Local Government Act 2000 to be known as the Shared Revenues Partnership Joint Committee (‘the Joint Committee’) and to delegate to that Joint Committee the Revenues & Benefits Shared Service functions described in this Agreement.
- ~~4. The Joint Committee is established pursuant to section 102 of the Local Government Act 1972 and made pursuant to sections 101, 102, 103 and 111 of the Local Government Act 1972, section 20 of the Local Government Act 2000 and regulation 11 of the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000.~~
- ~~4.—~~
- ~~5. This Agreement is made pursuant to sections 101, 102, 103 and 111 of the Local Government Act 1972, section 20 of the Local Government Act 2000 and regulation 11 of the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000. By a Deed of Variation dated 5 March 2015 the Partner Councils agreed to vary the Agreement so that it provided for the office of Chair (otherwise than to fill a casual vacancy) be held by an appointee of one of the Partner Councils together with the removal of the requirement for this to be in rotation and the period of office be~~

restricted to two years.

5-6. The Executive Committees of IBC, BDC and MSDC have decided to enter into the Deed of Variation dated 5 March 2015 to vary the terms of the Agreement.

IT IS HEREBY AGREED as follows:

1 Definitions

1.1 In this Agreement where the context so permits the following words shall have the meanings shown:

“Annual Meeting”	means the annual meeting of the Joint Committee held pursuant to paragraph 1 of Schedule 1 to this Agreement t
<u>“Agreement”</u>	<u>“The Agreement” shall mean the Deed of Variation enter into by the Partner Councils on 5 March 2015</u>
“Commencement Date”	means 1 April 2011
<u>“Deed of Variation”</u>	<u>The “Deed of Variation” shall mean the Deed of Variation entered into by the Partner Councils on 5 March 2015</u>
“Chief Executive”	means the person designated as Head of the Paid Service of a Partner Council in accordance with the Local Government and Housing Act 1989 howsoever that post is titled
“Executive” and “Executive Arrangements”	have the same meaning as in the Local Government Act 2000
“Head of Shared Service”	means the senior manager responsible to the Joint Committee for the management of the Shared Service Functions howsoever that post is titled <u>The “Head of Shared Service” shall mean the senior</u>

	<u>manager appointed by the Host Authority to manage the Shared Revenues functions</u>
“Host Authority”	means in relation to any Shared Service Function IBC or such other Partner Council as may be agreed by the Joint Committee from time to time
“Joint Committee”	means the joint committee established pursuant to clause 2 of this Agreement
“Partner Council”	means each of the authorities who are parties to this Agreement
“ <u>SecretaryHead of Service</u> ”	Means the officer appointed as such pursuant to clause 6.1 of this Agreement
“Section 151 Officer”	means the officer responsible for the proper administration of the financial affairs of a Partner Council pursuant to section 151 Local Government Act 1972
“Shared Revenues Partnership”	means the arrangements established by this Agreement for the provision of the Shared Service
“Shared Service”	means the provision of a Revenue and Benefits Service jointly on behalf of the Partner Councils in accordance with this Agreement
“Shared Service Functions”	means the Revenues and Benefits Service and associated functions set out in Schedule 2
“Relevant Member”	means, in the case of a Council operating Executive arrangements, a member of that Council’s Executive, and in the case of a Council not exercising Executive arrangements, a member of that Council
“Transferring Employees”	means in relation to any Shared Service Function those employees listed as such in this Agreement
“TUPE”	means the Transfer of Undertakings (Protection of Employment) Regulations 2006

“Year”	means a period of 12 months commencing on 1 st April in any calendar year and ending on the following 31 st March
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- 1.2 References to any statutory provision, statutory instrument or regulation shall include reference to any provision or enactment by which the same is re-enacted with or without amendments from time to time.
- 1.3 Where the context admits words in the singular include the plural and vice versa and words importing one gender include any other gender.

2 Joint Committee

- 2.1 The Partner Councils agree to form a Joint Committee which will oversee the development, planned implementation and continued operation of the Shared Service on behalf of the Partner Councils.
- 2.2 The Joint Committee may establish such sub-committees to undertake such of its functions from time to time as the Joint Committee resolves is appropriate.
- 2.3 The Partner Councils agree that notwithstanding the provisions of section 101(4) of the Local Government Act 1972 on and after the Commencement Date the Partner Councils shall not themselves exercise any function that has been delegated to the Joint Committee without the agreement of all the Partner Councils.

3 Delegation of the Shared Service Functions

- 3.1 The Partner Councils each hereby delegate to the Joint Committee the discharge of the Shared Service Functions.

~~3.2 The Joint Committee shall delegate to the Head of Shared Service day to day decisions in respect of the Shared Service Functions (including the appointment of all staff) subject to the annual budget and business plan.~~

3.2 The Joint Committee shall delegate to the Head of Shared Service the powers contained in Schedule 4 annexed to the Deed of Variation dated 5 March 2015.

~~3.3 The Head of Shared Service shall submit a monthly report on the financial position and performance of the Shared Service to the members of the Joint Committee and to the Section 151 Officer of each Partner Council.~~

3.3 The Head of Shared Service shall submit a monthly report on the financial position and performance of the Shared Service to the Section 151 Officer of each Partner Council

3.4 The Head of Shared Service shall not exercise any delegated authority over matters referred to in Paragraph 9.7 of Schedule 1 (matters subject to veto by those members of the Joint Committee entitled to vote).

4 Membership of the Joint Committee

4.1 Each Partner Council shall appoint two Relevant Members to be members of the Joint Committee.

4.2 Any sub-committee shall comprise such number of Relevant Members from each Partner Council as the Joint Committee may determine from time to time provided that a sub-committee shall comprise an equal number of persons appointed by each Partner Council.

4.3 The Chief Executive or other nominated officer of each Partner Council shall notify appointments of members of the Joint Committee and substitutes and of any sub-committee in writing to the Secretary-Head of Service of the Joint Committee.

4.4 A Partner Council may at any time remove and replace any member so appointed to the Joint Committee or any sub-committee thereof.

4.5 A member of the Joint Committee or any sub-committee may resign his membership by sending notice in writing to the Chief Executive or other nominated officer of the Partner Council by whom the appointment was made who shall inform the ~~Secretary to the Joint Committee~~Head of Service of the Joint Committee accordingly.

4.6 Any vacancy shall be filled as soon as possible by the relevant Partner Council.

4.7 A member shall cease to be a member of the Joint Committee and of any sub-committee thereof if he ceases to be a Relevant Member of the Partner Council by whom he was appointed.

4.8 A named substitute shall be entitled to attend speak and vote as if an ordinary member of the Joint Committee or any sub-committee where notice has been given to the Secretary-Head of Service of the Joint Committee that

4.8.1 It is impractical for the named ordinary member to attend a specified meeting

4.8.2 The named substitute member will attend in place of the named ordinary member and

4.8.3 The named substitute member is also a Relevant Member of the relevant Partner Council.

4.9 The proceedings of the Joint Committee or any sub-committee shall not be invalidated by any vacancy in their number or by any defect in the appointment and qualification of any member whose appointment is properly notified to the SecretaryHead of Service of the Joint Committee.

5 Meetings and Proceedings

5.1 The meetings and proceedings of the Joint Committee and any sub-committee shall be conducted in accordance with the rules set out in Schedule 1.

6 Officers of the Joint Committee and Delegations

~~6.1 The Joint Committee shall appoint a SecretaryHead of Service from the officers of the Partner Councils.~~

6.2 The SecretaryHead of Service shall liaise with the Monitoring Officers and Section 151 Officers of the Partner Councils to enable those officers to comply with their responsibilities under Section 5 of the Local Government Act 1989 and Section 151 of the Local Government Act 1972.

~~6.3 Unless otherwise agreed by the Joint Committee, the SecretaryHead of Service shall be appointed for a period of two years.~~

6.4 The SecretaryHead of Service to the Joint Committee shall be responsible for:

6.4.1 Production and compilation of the agenda and minutes of the Joint Committee

6.4.2 Production and compilation of the agenda and minutes of any sub-committee

6.4.3 Matters relating to governance and propriety and

6.4.4 Dealing with and resolving any issues raised by the Commission for Local Administration in England.

6.5 The Section 151 Officer to the Host Authority shall be responsible for:

6.5.1 The provision of financial advice and services in respect of the Shared Service Functions

6.5.2 Maintaining all proper accounting records for the Shared Service Functions in such form as shall be agreed with the Section 151 Officers of the other Partner Councils

- 6.5.3 Preparation of an annual budget for the Shared Service Functions in conjunction with the Head of Shared Service for approval by the Joint Committee
 - 6.5.4 Co-ordinating the activities of the Section 151 Officers of the Partner Councils in relation to the Shared Service Functions so as to ensure consistency of approach and
 - 6.5.5 Ensuring that the Joint Committee complies with all proper accounting and reporting requirements in such manner as is most beneficial to the Joint Committee and the constituent Partner Councils provided that in so doing the Section 151 Officer shall first consult with the Section 151 Officers of the other Partner Councils.
- 6.6 In addition to the ~~Secretary~~Head of Service, the Head of Shared Service and the Section 151 Officers, the Monitoring Officers and the Chief Executives of the Partner Councils shall provide such advice to the Joint Committee as they consider appropriate.
- 6.7 All costs of officers acting under this clause 6 shall be expenses of the Joint Committee in accordance with clause 8.7

7 Host Authority

~~7.1 Subject to clause 7.2 the Host Authority shall act as the employing authority in relation to all staff employed in connection with the provision of the Shared Service.~~

7.1 The Host Authority shall act as the employing authority in relation to all staff employed in connection with the provision of the Shared Service.

~~7.2 The Host Authority delegates all functions concerning the management and the terms of employment of those staff (including all matters relating to remuneration, conditions of service, recruitment and selection, disciplinary and grievance procedures, termination of employment, management and supervision), which shall be matters for the Joint Committee.~~

~~7.3 The Host Authority will give effect to the decisions of the Joint Committee under Clause 7.2 provided that~~

~~7.3.1 in determining all such terms and conditions of employment of any staff the Joint Committee shall ensure that these remain consistent with those of the Host Authority and in particular the Joint Committee shall assess salary grades by reference to the same job evaluation scheme as is used by the Host Authority and~~

~~7.3.2 Members shall not be involved in the selection, appointment, taking of disciplinary action or dismissal of staff (save insofar as the procedures in place from time to~~

time for dealing with disciplinary, capability and related matters may allow a right of appeal to Members) and

~~7.3.2.1 In the case of the Head of Shared Service all such matters shall be the responsibility of the Chief Executive of the Host Authority acting in consultation with the Chief Executives of the other Partner Councils and~~

~~7.3.2.2 In the case of all other staff all such matters and their management and supervision shall be the responsibility of the Head of Shared Service.~~

7.3 The Host Authority shall also be responsible for:

7.3.1 The provision of such support services in relation to the Shared Service as may be required by the Joint Committee and shall seek to achieve the most cost-effective approach for the Partner Councils.

7.3.2 The provision of business continuity and emergency planning insofar as it relates to the functions of the shared service

7.3.3 The Joint Committee shall agree with the Host Authority whether one or more of such support services shall be provided by the Host Authority itself, provided by one or more of the Partner Councils on behalf of the Host Authority, or be purchased by the Host Authority from a third party, and the costs of all such support services shall be treated as an expense of the Joint Committee in accordance with clause 8.7.

~~7.3.2.2~~

~~7.3~~ 7.4 The Host Authority shall also be responsible for the provision of such support services in relation to the Shared Service as may be required by the Joint Committee and shall seek to achieve the most cost effective approach for the Partner Councils. The Joint Committee shall agree with the Host Authority whether one or more of such support services shall be provided by the Host Authority itself, provided by one or more of the Partner Councils on behalf of the Host Authority, or be purchased by the Host Authority from a third party, and the costs of all such support services shall be treated as an expense of the Joint Committee in accordance with clause 8.7.

7.47.3 The Host Authority shall use its reasonable endeavours to effect policies of insurance with an insurer of repute against all such risks connected with the Shared Service Functions and the employment of staff in connection therewith as it is usual for a local authority to insure against upon such terms as the Joint Committee shall agree (including officials indemnity and fidelity guarantee insurance) and so far as possible shall procure that the interests of all Partner Councils under this Agreement are noted on such policies, the cost of all such insurance to form part of the expenses of the Joint Committee to be dealt with in accordance with clause 8.7.

8 Financial Matters

8.1 The Joint Committee shall approve annual capital, revenue and staffing budgets in respect of the Shared Service Functions. No later than 1st December in any Year the Joint Committee shall inform Partner Councils of the amounts of their proposed contributions to the Joint Committee's budget and shall submit to each Partner Council for approval in respect of those functions an annual business plan which shall incorporate the annual capital and revenue and staffing budgets and the amount of each Partner Council's proposed contribution to the Joint Committee's budget.

~~8.2 Each Partner Council shall notify the SecretaryHead of Service to the Joint Committee no later than 7th March in any year that the Joint Committee's budget has been approved. In the event that the Joint Committee's budget is not approved by any Partner Council, the Joint Committee shall meet as soon as practicable to formulate a revised business plan and budget for approval by the Partner Councils.~~

~~8.28.3 Each Partner Council shall notify the Head of the Shared Service no later than 7th March in any year that the Joint Committee's budget has been approved. In the event that the Joint Committee's budget is not approved by any Partner Council, the Joint Committee shall meet as soon as practicable to formulate a revised budget for approval by the Partner Councils.~~

~~8.38.4~~ The Joint Committee shall agree its own detailed budgets in respect of the Shared Service Functions for internal use by the Joint Committee at a level of detail agreed by the Section 151 Officer as necessary to exercise proper management control of its activities. Such budgets shall be in accordance with the approved annual capital and revenue budget.

~~8.48.5~~ Neither the Joint Committee nor any sub-committee shall authorise any expenditure that is in excess of that contained in the approved budget without the prior written consent of each of the Partner Councils.

~~8.58.6~~ The Joint Committee shall determine the arrangements for ensuring that the accounts and records of the Joint Committee are subject to a continuous process of audit to the satisfaction of the Section 151 Officer of the Host Authority. The Joint Committee's accounts and records shall also be subject to audit in accordance with Sections 2 and 3 of the Audit Commission Act 1998.

~~8.68.7~~ The accounts and records of the Joint Committee (including all internal and external audit reports) in respect of the Shared Service Functions shall be open for inspection by the Section 151 Officer or other nominated officer of each Partner Council. The SecretaryHead of Service to the Joint Committee and the Head of Shared Service and the Host Authority shall provide any Partner Council with all such information relating to

the operation of the Joint Committee and the performance of the Shared Service as that Section 151 Officer or other nominated officer may from time to time reasonably require.

~~8.78.8~~ The Partner Councils shall defray the expenses of the Joint Committee as specified in Schedule 3. The Partner Councils shall pay or transfer to the Host Authority the amount of their respective contributions to the expenses of the Joint Committee by four equal instalments in advance on 1st April, 1st July, 1st October and 1st January each Year.

~~8.88.9~~ The Joint Committee shall in relation to the Shared Service Functions adopt the financial regulations and procurement code (however expressed) of the Host Authority with such modifications as the Partner Councils may agree.

9 Levels of Service to be Provided

~~9.1~~ Each Year the Joint Committee will agree an annual business plan covering a period of at least three Years which will include but is not limited to business and financial objectives, efficiency targets, business continuity planning, risk management, indicative staffing levels and changes and performance targets which are uniform across the Partner Councils.

9.2 Subject to the terms of this Agreement, the Joint Committee (or the Head of Shared Service acting under delegated powers) shall be empowered to make any necessary technical or operational decisions for the effective operation of the Shared Service including the virement of budgets and appointment of staff provided that any such actions are consistent with this Agreement and the standing orders and financial regulations and the annual budget and business plan approved by the Joint Committee.

9.3 The Joint Committee shall use its best endeavours to ensure fair and equitable treatment of all the Partner Councils at all times.

9.4 In the event that any Partner Council is at any time experiencing a level of performance of any of the functions delegated to the Joint Committee which is not achieving the agreed targets in the relevant annual business plan, the Joint Committee shall use its best endeavours to remedy that as a matter of priority.

10 ICT Systems

10.1 In respect of information technology systems used for the purposes of the Shared Service, Partner Councils insofar as they are able to do so and using reasonable endeavours shall at the relevant commencement date

- 10.1.1 Grant to the Host Authority a licence to use hardware owned by them free of charge and if so required make arrangements for it to be transferred to an alternative location at the cost of the Joint Committee
- 10.1.2 Subject to the agreement of the owners of the licences, assign relevant software licences to the Host Authority at the cost of the Joint Committee unless the Partner Councils have agreed that such cost will not be a cost of the Joint Committee.
- 10.2 All costs of such information technology systems and software licences shall with effect from the Commencement Date be an expense of the Joint Committee to be defrayed in accordance with clause 8.7.

11 Employees

- 11.1 The Partner Councils (other than the Host Authority) intend that the employment of their respective Transferring Employees shall transfer to the Host Authority with effect from the Commencement Date as if this were a transfer of an undertaking within the meaning of the TUPE (without prejudice to the position of the Partner Councils as to whether this is a relevant transfer in law).
- 11.2 The Partner Councils (other than the Host Authority) shall use their reasonable endeavours to retain the services of each of their respective Transferring Employees but shall not vary their terms and conditions of employment without the prior consent of the other Partner Councils to the intent that their respective contracts of employment shall be continued until the Commencement Date and then be transferred to the Host Authority.
- 11.3 The Host Authority shall use its reasonable endeavours to retain the services of each of its Transferring Employees but shall not vary their terms and conditions of employment without the prior consent of the other Partner Councils to the intent that their respective contracts of employment shall be continued until the Commencement Date whereupon those Employees together with those transferring from the other Partner Councils shall be managed by or on behalf of the Joint Committee in connection with the Shared Service.
- 11.4 Nothing in this Agreement shall prohibit the Partner Councils from dismissing any of their respective Transferring Employees prior to the Commencement Date by reason of any misconduct or breach of contract of employment or from offering any of the Transferring Employees alternative employment with the Authority outside the Shared Service Functions.

- 11.5 Partner Councils may at any time prior to the Commencement Date employ any other person in connection with the provision of the intended Shared Service whether by way of substitution or addition to the named Transferring Employees and upon such terms as that Partner Council shall consider reasonable provided that in the bona fide opinion of that Partner Council this is reasonable and necessary for the proper and continued conduct of that Authority's functions and that Partner Council shall first consult with the other Partner Councils with a view to filling any vacancy by redeployment and avoiding future redundancies among the Transferring Employees.
- 11.6 Any such other person employed shall be deemed to be included in the list of Transferring Employees and the term Transferring Employees shall be construed accordingly.
- 11.7 Any Partner Council effecting a change to the list of Transferring Employees as described in this clause shall give notice of each such change to the other Partner Councils as soon as possible after each such occurrence.
- 11.8 Any action or claim arising out of or in connection with any transfer of employment of the Transferring Employees or any of them (whether arising before or after the date of this Agreement) shall be deemed to be a cost of the Joint Committee to be defrayed in accordance with clause 8.7.
- 11.9 Where any Partner Councils (other than the Host Authority) have entered into agreements for lease cars, car loans or other staff loans of any description with any of their respective Transferring Employees that Partner Council shall with effect from the Commencement Date (or such later date when the Host Authority assumes responsibility for payment of salaries) assign to the Host Authority
- 11.9.1 The benefit of all such lease car agreements (insofar as it is able to do so) and the Host Authority shall indemnify that Partner Council against all future breaches of any such agreement whether formally assigned or not
- 11.9.2 The right to receive payment of all monies due from the Transferring Employee under the car loans or other loan agreement as the case may be and the Host Authority shall within 14 days after the Commencement Date (or such later date as aforesaid) pay to that Partner Council the total sums (including accrued interest) outstanding in respect of the said loans.

12 Reports

~~12.1 The Joint Committee shall receive at its Annual Meeting each Year the reports of the Head of Shared Service and the Section 151 Officer of the Host Authority in respect of the Shared Service Functions relating to the preceding Year. A copy thereof shall be~~

forwarded to the Chief Executive and the Section 151 Officers of each Partner Council at least 21 days prior to the Annual Meeting.

~~12.1~~ 12.1 The Joint Committee shall receive at its annual Meeting each year the reports of the Head of Shared Service and the Section 151 Officer of the Host Authority in respect of the Shared Service Functions relating to the preceding year. A copy thereof shall be forwarded to the Chief Executive and the Section 151 Officers of each Partner Council at least 21 days prior to the Annual Meeting

~~12.2~~ The report shall include:

~~12.2.1~~ A statement showing progress in achieving the objectives in the business plan

~~12.2.2~~ A summary revenue account and statement of capital spending including the distribution or use of any revenue surpluses and the financing of any capital expenditure and

~~12.2.3~~ In the event of a deficit, a statement of the corrective action taken or to be taken.

~~12.2.3~~ 12.2 The report shall include a summary revenue account and statement of capital spending including the distribution or use of any revenue surpluses and the financing of any capital expenditure and in the event of a deficit, a statement of the corrective action taken or to be taken.”

12.3 As and when required by the Chief Executive or the Section 151 Officer of a Partner Council the Joint Committee shall produce such other reports as may reasonably be required.

12.4 As and when required by an Overview and Scrutiny Committee or an Audit Committee of a Partner Council, the Chairman of the Joint Committee (or in his absence the Vice Chairman) and/or the Head of Shared Service shall attend a meeting of such Overview and Scrutiny Committee or Audit Committee to account for the activities of the Joint Committee.

12.5 Partner Councils shall liaise with each other about requests from their Overview and Scrutiny Committees and Audit Committees and shall use reasonable endeavours to hold meetings by such Committees of different Partner Councils simultaneously at the same date, time and location with a view to reducing the burden on the members of the Joint Committee.

13 Records and Access to Information

~~13.1~~ Without prejudice to the right of any data owner to have access to their data at any time the Joint Committee shall make available to the Partner Councils and their auditors all information that the Partner Councils may reasonably require to enable the Partner

~~Councils to comply with any statutory obligations imposed upon them including the preparation of accounts and grant claims or to answer any queries raised by their auditors or others.~~

~~13.2 The Partner Councils shall each make available to the Joint Committee all records and information from time to time necessary or desirable to enable the Joint Committee to undertake the functions hereby delegated to it in an efficient and effective manner.~~

13.1 The Partner Councils acknowledge that each is subject to the requirements of the FOIA and the EIR.

13.2 In accordance with clause 13.1 the Partner Councils shall provide all necessary assistance and cooperation as reasonably requested by one another to enable them to comply with their obligations under the FOIA and EIR.

13.3 The Partner Councils acknowledge that one or other of them may be required under the FOIA or EIR to disclose Information (including Information that may be deemed to be commercially sensitive) without consulting or obtaining consent from the other. The Partner Councils shall take reasonable steps to notify one another of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for them to do so but (notwithstanding any other provision in this agreement) the Partner Council that received the Request for Information shall be responsible for determining in its absolute discretion whether any commercially sensitive information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIR.

14 Indemnities

14.1 All costs and obligations incurred by the Host Authority in connection with or arising out of the Shared Service Functions shall constitute part of the costs of the Joint Committee and shall be defrayed in accordance with clause 8.7.

14.2 The Partner Councils agree to indemnify the Host Authority in the proportions set out in Schedule 3 for the apportionment of expenses against all actions claims demands expenses and costs arising out of or in connection with the provision of the Shared Service Functions delegated to the Joint Committee including without prejudice to the generality of the foregoing those arising out of or in connection with:

14.2.1 Any contract of employment, redundancy or termination of employment of any person; or

14.2.2 Any contract entered into or property held on behalf of the Joint Committee or the Partner Councils.

14.3 Save in relation to any claim where the cause of action arose prior to the Commencement Date which shall be the sole responsibility of the relevant Partner Council, any action claim demand expense or cost suffered by or made against any of the Partner Councils arising out of or in connection with the functions delegated to and undertaken by the Joint Committee (other than as mentioned in clause 14.4 below) shall be treated as an expense of the Joint Committee to be defrayed in accordance with the terms of this Agreement and each of the Partner Councils hereby agrees to indemnify each other Partner Council against all such claims and expenses in the proportions set out in this Agreement.

14.4 For the avoidance of doubt clause 14.3 shall not apply in the case of any financial adjustment, recalculation of grant entitlement or penalty imposed upon any Partner Council by any central government department or government agency.

15 Data Protection

~~15.1 All personal data relating to the services or the recipient of any services undertaken by the Joint Committee shall remain the property of the Partner Council on whose behalf that service is provided and that Partner Council is the data controller.~~

~~15.1 This clause sets out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the Data Discloser) may disclose to the other party (the Data Recipient) any Personal Data collected by the Data Discloser for the Agreed Functions.~~

~~15.2 This Agreement constitutes a contract for the purposes of paragraph 12 of part II of Schedule 1 of the Data Protection Act 1998 and the provisions of Schedule 4 shall have effect.~~

~~15.3 Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.~~

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party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

15.3 Particular obligations relating to data sharing. Each party shall:

15.3.1 ensure that it has all necessary notices and consents in place to enable lawful transfer of Personal Data to the Permitted Recipients for the Agreed Functions.

15.3.2 give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;

15.3.3 process Personal Data only for the Agreed Functions;

15.3.4 not disclose or allow access to Personal Data to anyone other than the Permitted Recipients

15.3.5 ensure that all Permitted Recipients are subject to written contractual obligations concerning Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;

15.3.6 ensure that it has in place appropriate technical and organisational measures, reviewed, and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and

15.3.7 not transfer any Personal Data outside the UK unless the transferor:

15.3.7.1 complies with the provisions of Articles 26 of the UK GDPR (in the event the third party is a joint controller); and

15.3.7.2 ensures that (i) the transfer is to a country approved by the Information Commissioner as providing adequate protection pursuant to Article 45 UK GDPR; (ii); (ii) there are appropriate safeguards in place pursuant to Article 46 UK GDPR; or (iii) one of the derogations for specific situations in Article 49 UK GDPR applies to the transfer.

15.4 Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

15.4.1 consult with the other party about any notices given to data subjects in relation to Personal Data;

15.4.2 promptly inform the other party about the receipt of any data subject access request;

15.4.3 provide the other party with reasonable assistance in complying with any data subject access request.

15.4.4 not disclose or release any Personal Data in response to a data subject access request without first consulting the other party wherever possible;

15.4.5 assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

15.4.6 notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;

15.4.7 at the written direction of the Data Discloser, delete or return any Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;

15.4.8 use compatible technology for the processing of Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;

15.4.9 maintain complete and accurate records and information to demonstrate its compliance with this clause 15.4 and allow for audits by the other party or the other party's designated auditor; and

15.4.10 provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

15.2-15.5 Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

16 Disputes Resolution

16.1 Where any dispute or difference arises between the Partner Councils about the operation of the Joint Committee or the Shared Service, it should in the first instance be referred to the Section 151 Officers of the Partner Councils for resolution. If they are

unable to resolve it, it should be passed to the Chief Executives of the Partner Councils for resolution.

- 16.2 If it is not possible to resolve the dispute or difference in accordance with Clause 16.1, the same may be determined in such manner as the Partner Councils may agree provided that if no alternative is agreed then it shall be referred to an arbitrator agreed between the Partner Councils or in default of agreement to be appointed on the application of any Partner Council by or on behalf of the president of the Chartered Institute of Public Finance and Accountancy (and for the purposes of section 103 Local Government Act 1972 the Partner Councils shall each be taken to have agreed the appointment of the person so appointed) and the costs of any such appointment and acting shall be shared equally between the Partner Councils.

17 Duration

- ~~17.1 While it is the intention of the Partner Councils that the Joint Committee will operate for a period of at least ten years, this Agreement is terminable by any Partner Council giving to the others at least twelve months written notice of termination to take effect from 31st March in any Year provided that no such notice shall take effect before 31 March 2015.~~

- ~~17.2 In the event of termination of this Agreement (whether in accordance with clause 17.1 or otherwise) in whole or in part then the provisions of Schedule 5 shall have effect.~~

This Agreement is terminable by any Partner Council giving to the others at least twelve months written notice of termination to take effect from 31st March in any Year.

~~17.2~~

18 Amendment & Review

- 18.1 The Joint Committee shall from time to time review the operation of this Agreement and the means by which the Shared Service Functions are performed including looking at alternative models for service delivery.
- 18.2 Such reviews shall be undertaken every two years or at such other intervals as appear to the Joint Committee to be appropriate, or at the request of any Partner Council if in the reasonable opinion of that Council the performance of the Shared Service Functions is not achieving the agreed targets in the relevant annual business plan.
- 18.3 Following such review the Joint Committee shall make proposals to the Partner Councils for any changes which seem to the Joint Committee to be reasonable and appropriate in the circumstances.

18.4 Where the Partner Councils agree to make changes to this Agreement a Deed of Variation shall be entered into between the Partner Councils.

19 Admission of Additional Partners

19.1 The Joint Committee shall consider the ways in which the Shared Revenues Partnership can be expanded and will consider any applications by any prospective new partner.

19.2 Following such consideration the Joint Committee shall actively progress the measures required to expand the Shared Revenues Partnership and shall report to each of the Partner Councils on any opportunities for expansion including where appropriate the development of a business case.

19.3 The decision whether a new partner is admitted to the Shared Revenues Partnership and if so the terms on which this takes place shall be subject to the unanimous agreement of the Executive and full councils of the Partner Councils.

20 Equalities & Diversity

20.1 The Partner Councils and the Joint Committee shall each fulfil their statutory and moral obligation to promote equality in both service delivery and employment policies and practice.

21 Confidentiality

21.1 Subject to clause 21.3 the Partner Councils shall keep confidential all confidential information received from any other Partner Council in connection with this Agreement and the Shared Revenues Partnership and shall not disclose any such confidential information to any other person without the prior written consent of that other Partner Council.

21.2 The Partner Councils shall not use any confidential information they receive from any other Partner Council otherwise than for the purposes of this Agreement and the Shared Service.

21.3 The provisions of this clause shall not apply to any confidential information which

21.3.1 Is or becomes public knowledge (otherwise than by breach of this clause)

21.3.2 Was in the possession of the receiving Council, without restriction as to its disclosure, before receiving it from the disclosing Council

21.3.3 Is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure or

21.3.4 Must be disclosed pursuant to a legal obligation placed upon the Council making the disclosure, including any requirements for disclosure under the Freedom of Information Act 2000.

22 Publicity

22.1 The Partner Councils shall liaise with each other regarding the content and timing of all information provided to the Transferring Employees regarding this Agreement and the Shared Service.

22.2 The Partner Councils shall not make any press announcements or publicise this Agreement or the Shared Service without the prior consent of the other Partner Councils.

23 Novation

23.1 The Partner Councils shall each be entitled to assign, novate or otherwise dispose of their rights and obligations under this Agreement to any other body established pursuant to statute in order substantially to perform any of the Shared Service Functions.

24 Exclusion of Third Party Rights

24.1 Nothing in this agreement shall be enforceable by anyone other than the Partner Councils.

~~24.1~~

SCHEDULE 1

RULES FOR THE CONDUCT OF MEETINGS AND PROCEEDINGS
OF THE JOINT COMMITTEE

1. Annual Meeting
 - 1.1 The Joint Committee shall in every year hold an Annual Meeting
 - 1.2 The first meeting held after 31st May in any Year shall be the Annual Meeting
 - 1.3 The Annual Meeting shall be held not later than 30th June every Year
 - 1.4 The Joint Committee may in every year hold in addition to the Annual Meeting such other meetings as they may determine

2. Appointment of Chairman and Vice Chairman
 - 2.1 Subject to paragraph 2.4 below, the Joint Committee shall at their first meeting and thereafter at their Annual Meeting appoint one of their members to be Chairman who shall, unless he resigns his office or ceases to be a member of the Joint Committee, continue in office for a period of two years or until his successor becomes entitled to act

- 2.2 In the case of an equality of votes in respect of the appointment of a Chairman the person presiding at the meeting shall have a casting vote in addition to any other vote he may have
- 2.3 The Joint Committee shall at their Annual Meeting appoint one of their members to be Vice Chairman who shall, unless he resigns his office or ceases to be a member of the Joint Committee, continue in office until his successor becomes entitled to act
- 2.4 The office of Chairman (otherwise than to fill a casual vacancy) shall be held by an appointee of each Partner Council in rotation. .

3. Casual Vacancies

- 3.1 On a casual vacancy occurring in the office of Chairman or Vice Chairman of the Joint Committee the vacancy shall be filled by the appointment by the Joint Committee of one of their members at the next meeting and the person so appointed shall hold office until the date upon which the person in whose place he is appointed would regularly have retired

4. Conduct of Meetings

- 4.1 At a meeting of the Joint Committee the Chairman if present shall preside
- 4.2 If the Chairman is absent for a meeting of the Joint Committee the Vice Chairman shall preside
- 4.3 If both the Chairman and Vice Chairman of the Joint Committee are absent another member of the Joint Committee chosen by a majority of the members of the Joint Committee present and voting shall preside

5. Calling of Meetings

- 5.1 The SecretaryHead of Service of the Joint Committee shall summon the members to such meetings as may:
 - 5.1.1 have been agreed in accordance with paragraph 1.4;
 - 5.1.2 be called by the Chairman of the Joint Committee or, if the office of Chairman is vacant, the Vice Chairman of the Joint Committee at any time;
 - 5.1.3 be requisitioned by any two members of the Joint Committee giving notice in writing signed by them to the SecretaryHead of Service of the Joint Committee specifying the nature of the business to be transacted; or

- 5.1.4 be requisitioned by any Partner Council giving notice in writing to the SecretaryHead of Service of the Joint Committee specifying the nature of the business to be transacted and signed by the Chief Executive or proper officer of the Partner Council
- 5.2 Unless the persons giving notice requisitioning a meeting in accordance with paragraph 5.1.3 or paragraph 5.1.4 agree to a later date any meeting consequent upon such a requisition shall so far as practicable be held within 10 working days of the date of receipt of the requisition by the SecretaryHead of Service to the Joint Committee
- 5.3 At least five clear working days before a meeting of the Joint Committee
- 5.3.1 notice of the time and place of the intended meeting shall be published at the offices of each Partner Council and
- 5.3.2 subject to paragraph 5.4 below a summons to attend the meeting, specifying the agenda for that meeting and signed by the SecretaryHead of Service to the Joint Committee shall be sent to:
- 5.3.2.1 every member of the Joint Committee; and
- 5.3.2.2 the proper officer of every Partner Council
- either by sending by first class mail to the usual place of residence of the member (or principal office address of the Partner Council) or by sending an electronic copy by e-mail to any e-mail address notified to the SecretaryHead of Service of the Joint Committee for that purpose
- 5.4 In the event that at least four members of the Joint Committee give notice to the SecretaryHead of Service that an urgent meeting should be convened within five working days, identifying the special circumstances necessitating such meeting, then subject to the agreement of the Monitoring Officer of the Host Authority the meeting shall be so convened
- 5.5 Lack of service of the summons in accordance with paragraph 5.3.2 shall not affect the validity of a meeting
- 5.6 No business shall be transacted at a meeting requisitioned by the members of the Joint Committee other than that specified in the agenda
6. Nominated Officers To Attend
- 6.1 The Chief Executive and the Section 151 Officer and Monitoring Officer or other nominated officer of each Partner Council shall be entitled to attend every meeting of the Joint Committee

7. Meetings in Public

- 7.1 Meetings of the Joint Committee shall be held in public except in respect of any item where the agenda for the meeting indicates that the public will be excluded in accordance with the provisions of the Local Government Act 1972 Part VA.

8. Quorum

- 8.1 No item of business shall be transacted at a meeting of the Joint Committee unless at least four members are present including at least one member appointed by each Partner Council.

9. Proceedings of Meetings

- 9.1 Minutes of the proceedings of every meeting of the Joint Committee shall, subject to paragraph 9.2, be drawn up and signed at the next following meeting of the Joint Committee by the person presiding thereat and any minute purporting to be so signed shall be received in evidence without further proof
- 9.2 Notwithstanding anything in any enactment or rule of law to the contrary, the minutes of the proceedings of the Joint Committee may be recorded on loose leaves consecutively numbered, the minutes of the proceedings of any meeting being signed and each leaf comprising those minutes being initialled at the next following meeting of the Joint Committee by the person presiding thereat and any minute purporting to be so signed shall be received in evidence without further proof
- 9.3 Until the contrary is proved, where a minute of any meeting of the Joint Committee has been made and signed in accordance with this paragraph, the Joint Committee shall be deemed to have been duly constituted and to have had power to deal with the matters referred to in the minute, the meeting shall be deemed to have been duly convened and held and the members present at the meeting shall be deemed to have been duly qualified
- 9.4 A copy of the minutes of the proceedings at each meeting of the Joint Committee shall be sent to the proper officer of each Partner Council within fourteen days after the date of the meeting at which they are signed
- 9.5 Each member of the Joint Committee present at a meeting of the Committee shall have one vote on any question arising before the Joint Committee.

- 9.6 Subject to paragraph 9.7 all questions coming or arising before the Joint Committee shall be decided by a majority of the members of the Joint Committee present and voting thereon at a meeting of the Committee
- 9.7 Each member of the Joint Committee shall have a right of veto on any decisions on the following matters relating to the delegated functions and any such decision shall not be effective if one or more members attending and entitled to vote thereon exercise a right of veto and vote against the proposal:
- ~~9.7.1 Recommendation of any Business Plan to the Partner Councils in respect of the Shared Service~~
- 9.7.2 Appointing or changing the Host Authority
- 9.7.3 Major changes to the standards of service to be delivered
- 9.7.4 Changes to the premises from which the Shared Service Functions are delivered if that involves moving employees to a different district to the one at which they are currently based
- ~~9.7.5 The procurement of new IT systems affecting the delivery of the whole or significant parts of the Shared Service Functions unless it has been referred to in the Business Plan recommended by the Joint Committee as above and approved by the Partner Councils~~
- 9.7.5 The procurement of new IT systems affecting the delivery of the whole or significant parts of the Shared Service Functions recommended by the Joint Committee as above and approved by the Partner Councils
- ~~9.7.6 Purchase, sale or lease of assets above a value of £30,000 unless it has been referred to in the Business Plan recommended by the Joint Committee as above and approved by the Partner Councils~~
- 9.7.6 Purchase, sale or lease of assets above a value of £30,000 recommended by the Joint Committee as above and approved by the Partner Councils
- ~~9.7.7 Insofar as permitted by clause 7.2, changing the terms and conditions of employees undertaking the Shared Service Functions~~
- 9.7.8 Agreeing to provide services to a Council which is not a Partner Council
- 9.7.9 Recommending that the Partner Councils enter into any borrowing or leasing arrangements
- 9.8 In the case of an equality of votes, the person presiding at the meeting shall have a casting vote

9.9 The method of voting at meetings of the Joint Committee shall be by show of hands and on the requisition of any member of the Joint Committee and seconded by one other member of the Joint Committee made before the vote on any question is taken the voting shall be recorded to show whether each member present and voting gave his vote for or against that question

9.10 The names of the members present at the meeting of the Joint Committee shall be recorded

10. Standing Orders

Subject to the provisions of this Schedule the Joint Committee may make Standing Orders for the regulation of their proceedings and business and may vary or revoke any such Standing Orders

11. Sub-Committees

The provisions of this Schedule 1 shall apply mutatis mutandis to meetings of sub-committees as they do to meetings of the Joint Committee

12 Call in

12.1 Any decision or action of the Partnership may be called in for scrutiny by members of a Partner Council. A decision is called in by members of a Partner Council in the same way in which it would call in a decision of that Partner Council's Executive except that:

a) a decision may not be called in after 5 .00 p.m. on the 5th working day after the date upon which the decision is published.

b) a call in of such a decision or action can only be made if the decision concerned affects the Partner Council whose membership wishes to call in the decision or action.

12.2 Once a decision is called in it may not be implemented until the Scrutiny Arrangements of the Partner Council whose membership has called in the decision or action has been completed. Where a Scrutiny Committee or a full Council makes recommendations to the Partnership, the Partnership shall arrange for the decision to be reconsidered in the light of comments made by the executive or cabinet or the Full Council and the final decision of the partnership shall not be subject to call in.

12.3 The call-in procedure set out above shall not apply where a decision or action taken by the Partnership is certified by it as urgent

12.4 A scrutiny Committee must notify the Partnership if it includes in its work programme any aspect of policy development or review relating to the work or functions of the Partnership.

12.5 Where a Scrutiny Committee has formed recommendations on proposals for development a Scrutiny Committee shall prepare a formal report and submit it for consideration by the Partnership.

12.6 The Partnership shall consider the report of the Scrutiny Committee within XX days of it being submitted to the Head of the Shared Service and shall issue a formal response to such a report.

Where any Partner Council member or officer is required to attend Scrutiny Committee, the Chair of that Committee will inform the Monitoring Officer of his own Authority

SCHEDULE 2

FUNCTIONS DELEGATED TO THE JOINT COMMITTEE

- 1 The following functions are delegated to the Joint Committee by the Partner Councils to be carried out on behalf of those Partner Councils subject to the terms hereof:
 - 1.1 The issuing of Council Tax bills and bills for national non-domestic rates and the maintaining of appropriate data bases for those purposes
 - 1.2 The collection of payments of Council Tax and national non-domestic rates ('NNDR') provided that separate Collection Funds shall be maintained in respect of each Partner Council
 - 1.3 Recovery of arrears of Council Tax and national non-domestic rates including making arrangements for payments by instalments and the institution of legal proceedings, including authorising employees of the Host Authority working on behalf of the Joint Committee to appear before a Magistrates' Court
 - ~~1.4 The administration, assessment and payment of Housing Benefit and Council Tax Benefit, including authorising employees of the Host Authority on behalf of the Joint Committee to make determinations, notify determinations, notify determinations of overpayment, review a determination or extension of time for making representations or further review in relation to legislation relating to Housing Benefit and Council Tax Benefit~~
1.4 The administration, assessment and payment of Housing Benefit and Council Tax Reduction, including authorising employees of the Host Authority on behalf of the Joint Committee to make determinations, notify determinations, notify determinations of overpayment, review a determination or extension of time for making representations or further review in relation to legislation relating to Housing Benefit and Council Tax Reduction.
 - 1.5 The issuing of bills for collection of payments and recovery of arrears for Housing Benefit and Council Tax Benefit overpayments, including making arrangements for payments by instalments and institution of legal proceedings
 - 1.6 Writing off of housing benefit and council tax benefit overpayments in accordance with the policies determined by individual Partner Councils under paragraph 3 hereof
 - 1.7 The compilation of all returns to Central Government relating to Revenues and Benefits (save as mentioned in paragraph 3 hereof)
 - 1.8 Administrative and other support services required to ensure that functions set out in paragraphs 1.1 to 1.7 are carried out

~~1.9~~ Determining the terms and conditions of employment (including procedures for dismissal grievances and management structures and all other employee related matters and consultation with employees and unions) in relation to those employees of the Host Authority (and those employees of the Partner Councils who have been seconded to work on behalf of the Joint Committee) wholly or mainly carrying out the functions set out in paragraphs 1.1 to 1.7 above

~~1.10~~ The appointment of a Head of Shared Service (Revenues and Benefits) with responsibility to report to the Joint Committee (such officer to be employed by the Host Authority) who shall be authorised to engage such employees (to be employed by the Host Authority) as may be required in connection with the functions delegated in paragraphs 1.1 to 1.7 above and in respect of which budget provision has been made by the Joint Committee and the Partner Councils

1.10 The Head of Shared Service (Revenues and Benefits) with responsibility to report to the Joint Committee (such officer to be employed by the Host Authority) shall be authorised to engage such employees (to be employed by the Host Authority) as may be required in connection with the functions as delegated in Schedule 5 and in respect of which budget provision has been made by the Joint Committee and the Partner Councils.

1.11 Responding to all requests for information in accordance with the Freedom of Information Act 2000 in respect of the functions delegated to the Joint Committee (whether such requests are addressed to the Joint Committee or any Partner Council)

~~2~~ The functions delegated to the Joint Committee shall be exercised subject to any proposed expenditure being contained in the annual Revenues and Benefits budget approved by the Partner Councils and any proposed activities being within the Business Plan approved by the Partner Councils provided that it complies with the financial regulations and standing orders of the Joint Committee

2The functions delegated to the Joint Committee shall be exercised subject to any proposed expenditure being contained in the annual Revenues and Benefits budget approved by the Partner Councils provided that it complies with the financial regulations and standing orders of the Joint Committee.

3 The following functions and matters shall be reserved to and decided by each Partner Council from time to time; all decisions and policies on such matters shall be notified to the Joint Committee as necessary as soon as reasonably practicable after any such

decision is made and the Joint Committee shall give effect to all such policies and decisions of the Partner Councils in the exercise of the functions delegated to it:

- 3.1 — ~~Calculation of Council tax base~~
- 3.2 — ~~Council tax setting~~
- 3.3 — ~~Collection fund accounting~~
- 3.4 — ~~Submission of benefit subsidy claims~~
- 3.5 — ~~Determination of policy for Council tax and housing benefit claims~~
- 3.6 — ~~Determination of policy for discretionary NNDR relief~~
- 3.7 — ~~Determination of policy for NNDR hardship relief~~
- 3.8 — ~~Determination of policy in respect of second homes~~

~~3.9 — Determination of policy for write off of bad debts~~

3.1 Calculation of Council tax base

3.2 Council tax setting

3.3 Collection fund accounting

3.4 Submission of benefit subsidy claims

3.5 Determination of policy for housing benefit claims

3.6 Determination of policy for Council Tax Reduction

3.7 Determination of policy for discretionary NNDR relief

3.8 Determination of policy for NNDR hardship relief

3.9 Determination of policy for Council Tax second homes and unoccupied dwellings

3.10 Determination of policy for write off of bad debts

3.9

SCHEDULE 3

COST AND BENEFIT SHARING ARRANGEMENTS

1. All direct and indirect income received and expenditure incurred in connection with the Shared Services will be identified.
2. The Partner Councils will share this income and expenditure using a pre-determined proportion attributable to each Partner Council.
3. ~~The proportions for the Years 2010/2011 and 2011/2012 shall be calculated using the Partner Councils' respective budgets for 2010/2011 as follows:~~

	BDC	IBC	MSDC	Total
2010/11 budgets	£1,368,000	£3,074,000	£756,000	£5,198,000
Proportion	26.32%	59.14%	14.54%	100.00%

4. The Section 151 Officers of the Partner Councils will during September and October 2011 and each subsequent Year, consider the budget requirement for the following Year, taking into account any changes in the caseload, work demand and performance projections in relation to each Partner Council, and make recommendations to the Joint Committee as to the appropriate proportions for sharing income and expenditure for the following Year.
5. The Joint Committee will annually determine the proportions to be used for sharing income and expenditure prior to the start of the relevant Year and will notify the Partner Councils by no later than 1st December preceding the start of that Year.
6. Any changes to the base budget will be shared in the agreed proportions prevailing at the time.
7. The methodology used to identify the proportions for sharing income and expenditure can be amended by unanimous agreement between the Partner Councils.

SCHEDULE 4
DATA PROTECTION

- ~~1. For the purpose of this Schedule, the terms “personal data”, “sensitive personal data”, “processing”, “Data Processor”, “Data Subject”, “Data Controller” and “Recipient” shall have the meanings given to them in the Data Protection Act 1998 (“DPA”) as amended or re-enacted from time to time.~~
- ~~2. Each of the Partner Councils agrees to comply with all applicable provisions of the DPA in respect of personal data for which it acts as a Data Controller. Personal Data will continue to be processed pursuant to the existing Notifications served pursuant to Part III of the DPA in respect of each of the Partner Councils.~~
- ~~3. The Joint Committee shall act as the Data Processor of the Data Controller for the purposes of the DPA and shall only process personal data on behalf of a Data Controller upon the instructions of the Data Controller.~~
- ~~4. To the extent that the Joint Committee processes personal data on behalf of a Partner Council, the Joint Committee:
 - ~~4.1 Confirms that it is not and at all times will not be in breach of any laws of the country in which the personal data will be processed which would prevent it from processing the personal data or would give rise to a liability for the Data Controller and that it has all necessary power and authority to act as Data Processor to the Data Controller;~~
 - ~~4.2 Confirms that it has and will at all material times have in place appropriate technical and organisational measures against accidental or unlawful destruction of the personal data or accidental loss, alteration, unauthorised or unlawful disclosure of or access to the same and adequate security programs and procedures to ensure that unauthorised persons will not have access to the data processing equipment used to process any personal data and that any persons it authorises to have access to any personal data will respect and maintain the confidentiality and security of the personal data;~~
 - ~~4.3 Shall provide the Data Controller at reasonable intervals within 30 days of request with a written description of the technical and organisational measures referred to in paragraph 4.2 above in sufficient detail to enable the Data Controller to determine whether such measures are sufficient to ensure that the Data Controller is complying with the DPA;~~~~

- ~~4.4 — Shall ensure that its programs and procedures described in paragraph 4.2 reflect the level of damage that might reasonably be expected to be suffered by a Data Subject as a result of any unauthorised access and disclosure and that it has and at all times will have specifically addressed the nature of sensitive personal data within such programs and procedures;~~
- ~~4.5 — Shall ensure that it shall only use personal data for a purpose which is authorised by the Data Controller and which is compliant with all applicable laws and guidance;~~
- ~~4.6 — Confirms that it will process personal data only to the extent necessary to perform its obligations under this Agreement and/or as specifically instructed by the Data Controller and that such data will be processed only in accordance with the DPA and any other applicable law;~~
- ~~4.7 — Shall not sub-contract to any third party any of its obligations to process personal data on behalf of the Data Controller unless all of the following provisions of this Paragraph have been complied with:~~
- ~~4.7.1 — The Data Processor has supplied to the Data Controller such information as the Data Controller may require to ascertain that such sub-contractor has the ability to comply with the provisions of the seventh principle of the DPA; and~~
- ~~4.7.2 — The Data Processor has obtained the prior written consent of the Data Controller; and~~
- ~~4.7.3 — The proposed sub-contractor has entered into a contract with the Data Controller substantially upon the terms set out in this Schedule.~~
- ~~5. — Each Partner Council shall co-operate with the other Partner Councils and the Joint Committee to ensure compliance by all Partner Councils with the DPA~~
- ~~6. — The Joint Committee and the Host Authority shall not use any personal data disclosed to it by a Data Controller or an individual solely for its own use or disclose or transfer any personal data or any data derived from personal data (whether or not the same still constitutes personal data) to any third party without the prior written consent of the relevant Data Controller save that without prejudice to any other provisions of this Schedule including paragraph 4.2 each Partner Council shall be entitled to disclose such personal data:~~
- ~~6.1 — To its employees and parties to whom such disclosure is reasonably necessary in order for the Joint Committee to carry out its obligations under this Agreement;~~
- ~~6.2 — To the extent required under a court order provided that such disclosure is made subject to written terms substantially the same as, and no less stringent than, the~~

- ~~terms contained in this Schedule and a Partner Council required to disclose such data under any court order shall immediately upon becoming aware of such requirement serve written notice of such requirement on the Data Controller;~~
- ~~6.3 — Not transfer any personal data to any country outside the UK without the express prior written consent of the Data Controller;~~
- ~~6.4 — Appoint and identify to the Data Controller an individual within its organisation authorised to respond to enquiries from the Data Controller concerning its processing of personal data and will deal with all such enquiries promptly, including those from the Information Commissioner, and in any event within any time frame stipulated by applicable law and will to the extent reasonably necessary co-operate with and assist any Data Controller in ensuring compliance with any Data Subject's rights of data access, correction, blocking, suppression or deletion relating to the personal data and in the defence or management of any enforcement action or assessment by the Information Commissioner;~~
- ~~6.5 — Provide access upon reasonable notice to its data processing facilities, data files and documentation needed for processing of personal data and to permit auditing and / or certification by a Data Controller (or any other duly qualified auditors or inspection authorities) in order to ascertain compliance with this Schedule;~~
- ~~6.6 — Notify the Partner Councils of any provisions in any local law or of any changes in the laws of the country in which personal data is processed which does or could affect the Partner Council's ability to perform its obligations under this Schedule or which does or may give rise to a liability for a Partner Council;~~
- ~~6.7 — Notify the relevant Data Controller when personal data is found to be inaccurate or inadequate for the particular purpose. It will be the responsibility of the Data Controller to correct the data or instruct the Data Processor to amend the data and notify all other Recipients of the data;~~
- ~~6.8 — Co-operate and aid other Partner Councils in respect of any request by a third party for information in accordance with the Freedom of Information Act 2000.~~
- ~~7. — Without prejudice to the indemnities at Clause 14 each Partner Council and the Joint Committee shall indemnify and keep indemnified the other Partner Councils against all losses sustained by any Partner Council in respect of any breach of the DPA or to the extent the same arises as a result of any breach of this Schedule by that Partner Council or the Joint Committee.~~
- ~~8. — Upon termination of this Agreement for whatever reason the relevant Data Processor shall:~~
- ~~8.1 — Cease processing personal data on behalf of the Data Controller forthwith; and~~

~~8.2 — At the Data Controller's option, either forthwith return to the Data Controller all copies of the Personal Data which it is processing or has processed upon behalf of the Data Controller, or destroy and delete from its systems the same within 14 days of being requested to do so by the Data Controller and issue a certificate signed by an authorised representative of the Data Processor certifying that such deletion or destruction has taken place;~~

~~8.31.1 The Joint Committee shall at the request and expense of the relevant Partner Council use its reasonable endeavours to provide that Partner Council with a copy of all data in respect of which the relevant Partner Council is the Data Controller or so much of that data as the relevant Partner Council may request and in such format as the relevant Partner Council may reasonably require.~~Delegations to Officers by the Joint Committee

SCHEDULE 5

EFFECTS OF TERMINATION

- 1 In the event of any one or more Partner Council giving notice to terminate this Agreement in accordance with clause 17 then
 - 1.1 The Joint Committee shall meet within one month of the service of any such notice of termination for the purpose of preparing an implementation plan for the termination
 - 1.2 The Partner Councils shall each act reasonably in co-operating with each other and facilitating the disaggregation of the Shared Service Functions in such a manner (including entering into any transitional arrangements) as to:
 - 1.2.1 Cause the least disruption to customers and to maintain levels of service so far as possible;
 - 1.2.2 Agree arrangements for the transfer of staff and avoid redundancies wherever possible;
 - 1.2.3 Facilitate the transfer of data and records; and
 - 1.2.4 Mitigate costs so far as practicable.

- 2 Save as mentioned in paragraph 3 of this Schedule:
 - 2.1 The Partner Council giving notice of termination (or if there is more than one such Partner Council then each of them in equal shares) shall bear all costs arising out of or in connection with such termination and shall indemnify the remaining Partner Councils against all costs and expenses incurred or to be incurred by them arising out of or in connection with that termination including (without prejudice to the generality of the foregoing):
 - 2.1.1 Costs of redundancy or re-deployment of any staff
 - 2.1.2 Termination of any lease or licence for the occupation of any premises or use of any equipment including ICT hardware or software agreements (all such matters to be at the discretion of those Partner Councils other than have given notice to terminate the Shared Service Functions)
 - 2.1.3 Costs incurred in procuring any alternative accommodation or relocation of any services or staff; procurement implementation or reconfiguration of any equipment, ICT hardware or software reasonably required for the provision of the on-going shared service by those Partner Councils other than have given notice to terminate

- 2.1.4 Preparation, disaggregation and transfer of any data and records
 - 2.1.5 Staff costs and administrative overheads in connection with any of the above (but not including any on-going increased costs of providing the services after the date of termination due only to the loss of economies of scale).
 - 2.2 The Partner Council (or Councils) giving notice of termination shall with effect from the date of termination cease to be entitled to the use of any premises or assets (including the use of any ICT hardware or software) purchased by or on behalf of the Joint Committee for the purposes of undertaking the Shared Service Functions and all such assets shall be the sole property of the remaining Partner Councils absolutely
 - 2.3 Where prior to the date of service of the notice of termination any assets or premises belonging to the Partner Council giving such notice of termination are being utilised for the purposes of the Joint Committee then, notwithstanding the termination of this Agreement, the remaining Partner Councils shall be entitled to continue using such assets or premises for the purpose of the Shared Service Functions on the same terms as previously
- 3 In the event that:
- 3.1 All the Partner Councils agree to discontinue the provision of any Shared Service Functions; or
 - 3.2 Notice of termination has been given in accordance with clause 17.1 and there are not at least two Partner Councils wishing to continue with the provision of that Shared Service Function then:

All costs as are mentioned in paragraph 2.1 above shall be deemed to be costs of the Joint Committee and apportioned amongst all the Partner Councils in accordance with clause 8.7 provided that the costs of providing any new premises or equipment shall be a cost of the individual Partner Council procuring the same.

SCHEDULE 6

LIST OF TRANSFERRING EMPLOYEES

(As at 12 November 2010)

A – Babergh District Council

Senior Revenues Manager	1.00	1.00
Benefits Manager	1.00	1.00
Performance and Improvement officer	1.00	0.80
Benefits Team Leader	1.00	1.00
Advanced Benefits Officer	1.00	1.00
Benefits Officer	1.00	0.73
Benefits Officer	1.00	0.45
Benefits Officer	1.00	0.50
Benefits Officer	1.00	0.49
Benefits Officer	1.00	0.60
Benefits Officer	1.00	1.00
Benefits Officer	1.00	0.34
Benefits Officer	1.00	1.00
Billing Team Leader	1.00	1.00
Senior Revenues Officer	1.00	1.00
Advanced Customer Services Officer	1.00	0.86
Customer Services Officer (Accounts)	1.00	1.00
Customer Services Officer (Accounts)	1.00	1.00
Customer Services Officer (Accounts)	1.00	1.00
Advanced Recovery Officer	1.00	0.80
Revenues Recovery Officer	1.00	1.00
Revenues Recovery Officer	1.00	1.00
Principal Systems Officer	1.00	1.00
Systems Support Officer	1.00	1.00
Revenues Assistant	1.00	0.50
Revenues Assistant	1.00	1.00
Revenues Assistant	1.00	0.50
Total	27.00	22.57

B – Ipswich Borough Council

Revenues and Benefits Manager	1.00	1.00
Team Leader	1.00	1.00
Team Leader	1.00	0.89
Team Leader	1.00	0.94
Team Leader	1.00	0.50
Benefits Officer	1.00	0.83
Benefits Officer	1.00	1.00

Benefits Officer	1.00	0.83
Benefits Officer	1.00	1.00
Benefits Officer	1.00	0.44
Benefits Officer	1.00	1.00
Benefits Officer	1.00	1.00
Benefits Officer	1.00	0.50
Benefits Officer	1.00	1.00
Benefits Officer	1.00	1.00
Benefits Officer	1.00	0.67
Benefits Officer	1.00	0.50
Benefits Officer	1.00	1.00
Benefits Officer	1.00	0.44
Benefits Officer	1.00	0.50
Benefits Officer	1.00	0.54
Benefits Officer	1.00	1.00
Benefits Officer	1.00	1.00
Benefits Officer	1.00	0.88
Benefits Officer	1.00	1.00
Benefits Technician	1.00	1.00
Benefits Technician	1.00	0.83
Benefits Technician	1.00	1.00
Benefits Technician	1.00	1.00
Benefits Technician	1.00	0.67
Benefits Technician	1.00	0.58
Benefits Technician	1.00	0.83
Local Tax Manager	1.00	1.00
Team Leader	1.00	1.00
Account Officer	1.00	0.60
Account Officer	1.00	0.40
Account Officer	1.00	0.50
Account Officer	1.00	0.60
Visiting Officer (C/T)	1.00	1.00
Visiting Officer (NNDR & C/T)	1.00	1.00
Visiting Officer (C/T)	1.00	0.42
Team Leader	1.00	1.00
Account Officer	1.00	1.00
Account Officer	1.00	1.00
Account Officer	1.00	1.00
Account Officer	1.00	1.00
Account Officer	1.00	1.00
Account Officer	1.00	1.00
Team Leader	1.00	1.00
Account Officer	1.00	1.00
Account Officer	1.00	0.50
Account Officer	1.00	0.50
Team Leader	1.00	1.00
Account Officer	1.00	1.00
Account Officer	1.00	0.50
Account Officer	1.00	1.00
Account Officer	1.00	0.60
Senior Overpayment Officer	1.00	1.00
Overpayment Officer	1.00	1.00

Overpayment Officer	1.00	0.42
Team Manager Info & Systems	1.00	1.00
Subsidy & QC Team Leader	1.00	0.78
QC/Technical Officer	1.00	0.58
QC/Technical Officer	1.00	0.89
Training Officer	1.00	1.00
Benefit Officer	1.00	1.00
Technical, Scanning & Admin Team Leader	1.00	1.00
QC/Technical Officer	1.00	1.00
QC/Technical Officer	1.00	0.78
QC/Technical Officer	1.00	1.00
Senior Clerical Assistant	1.00	1.00
Clerical Assistant	1.00	1.00
Clerical Assistant	1.00	0.50
Clerical Assistant	1.00	0.50
Clerical Assistant	1.00	0.81
Clerical Assistant	1.00	0.81
Clerical Assistant	1.00	0.81
Clerical Assistant	1.00	0.58
Admin Assistant	1.00	1.00
Appeals Officer	1.00	0.58
Visiting Officer	1.00	1.00
Visit Admin	1.00	1.00
Visit Admin	1.00	0.67
Total	82.00	67.70

C – Mid Suffolk District Council

Revenues and Financial Assessment Manager	1.00	1.00
Benefits Team Leader	1.00	1.00
Benefit Assessor	1.00	1.00
Benefit Assessor	1.00	1.00
Benefit assessor	1.00	1.00
Benefit Assessor	1.00	1.00
Benefits Assessor	1.00	1.00
Benefits Assessor	1.00	1.00
Benefits Assessor	1.00	0.57
Council Tax Team Leader	1.00	1.00
Revenues Officer	1.00	0.54
Revenues Assistant	1.00	1.00
Revenues Assistant	1.00	1.00
Revenues Assistant	1.00	0.41
Business Rates & Overpayment team leader	1.00	1.00
Revenues Officer	1.00	1.00
Revenues Assistant	1.00	1.00
Systems Officer	1.00	0.86
Subsidy, Appeals, DHP & QC	1.00	1.00
Inspector	1.00	0.60
Admin	1.00	1.00

Admin	1.00	1.00
Visiting Officer	1.00	1.00
Visiting Officer	1.00	1.00
Total	24.00	21.98

Executed as a Deed by the Partner Councils

THE COMMON SEAL of **BABERGH**

DISTRICT COUNCIL was hereunto affixed

in the presence of:

Solicitor to the Council

THE COMMON SEAL of **IPSWICH**

BOROUGH COUNCIL was hereunto affixed

in the presence of:

Authorised Officer

Authorised Officer

THE COMMON SEAL of **MID SUFFOLK**

DISTRICT COUNCIL was hereunto affixed

in the presence of:

Member of the Council

Authorised Officer