

**CONSTITUTION**

**BUILDING CONTROL JOINT COMMITTEE**

**1. TITLE AND LEGAL POWERS TO CONSTITUTE**

- 1.1 The committee shall be known as the "Swale, Medway and Gravesham shared service for Building Control" referred to in this Constitution as the "Joint Committee".
- 1.2 *Each Partner Council has a duty under S91 of the Building Act 1984 to execute the requirements of that Act and to enforce building regulations in its administrative area*
- 1.3 The Partners have agreed to form a Joint Committee for the purposes of Section 101 of the Local Government Act 1972 and the Local Authorities (Arrangement for the Discharge of Functions) (England) (Amendment) Regulations 2001 made under Section 20 of the Local Government Act 2000 (the Act) and the Executives of those parties acting under Executive arrangements under the Act wish to enter into this Agreement and Constitution.
- 1.4 This Constitution, and any future amendments to it, have been (or will be in the case of future amendments) put before a meeting of the full Council of each of its Partner Councils (see paragraph 3.16 below) and has been (will be) adopted by each such Partner Council committing that Council to membership of the Joint Committee and to the terms and conditions of this Constitution.
- 1.5 The membership of the Joint Committee and the delegation of functions to the Joint Committee shall be included in the Constitutions of each individual Partner Council.

## 2. **OBJECTIVES AND MEMORANDUM OF AGREEMENT**

- 2.1 The Members of the Joint Committee wish to operate a shared building control service in order to achieve a sustainable and competitive service offering opportunities for enhanced services and economies of scale.
- 2.2 The Partner Councils intend to:-
- 2.2.1 *work together to provide a single shared service for the delivery of building control services in their Joint Areas.*
  - 2.2.2 *oversee, monitor, manage and develop the joint arrangements to ensure the successful establishment of the shared service.*
  - 2.2.3 *see to enhance and improve the services offered.*
  - 2.2.4 *seek to improve and sustain performance standards and competitively, cost effectiveness of services provided by the Partners to the people and businesses across their Joint Areas.*
  - 2.2.5 *explore all options for the future procurement and delivery of building control services and activities. To determine the option which for the activity concerned secures best value to each of the Partner Councils and of the Council Tax payers of their Joint Areas.*
  - 2.2.6 *ensure that in any option appraisal conducted under paragraph 2.2.5 above full consideration is given to the impact, (financial and non financial), on employees and other services of each of the Partner Councils and that these are made know to, and accepted by, each Partner Council before any action is taken to implement a procurement option.*
  - 2.2.7 *be bound by the principles of Best Value and to maximise the opportunities under the power to promote the environmental, social and economic well being in all matters related to building control services implementation and management*

*2.2.8 consider any other activities in accordance with the general scope of responsibility provided it continues to promote, develop or secure the role of the Joint Committee in building control services procurement implementation and management to the benefit of residents and businesses for their Joint Areas.*

*2.2.9 work together in a spirit of mutual trust, support and respect, and to ensure that when difficulties or differences of opinion arise they are addressed quickly, honestly and openly, if necessary by holding a Joint Meeting between the Joint Committee and the Partner Councils' Leading Members..*

*2.2.10 share in a fair and equitable manner the costs and work included in achieving the Objectives;*

and for that purpose have entered into the Memorandum of Agreement by which a partnership for delivery of the shared service has been established and shall establish and maintain a Joint Committee with the membership, powers, duties and responsibilities set out in this Constitution.

### **3. DEFINITIONS**

The following definitions apply to this Constitution including Schedules 1 & 2 thereof:-

3.1 "Adopted Business Plan" has the meaning given in paragraph 10.3.

3.2 *"the agreed proportions" means*

3.3 "Annual General Meeting" means the annual meeting referred to in paragraph 6.2.

3.4 "Chair" and "Vice-Chair" means the Joint Committee Members appointed as Chair and Vice-Chair respectively further to paragraph 6.2.

- 3.5 *"building control services" means the statutory and discretionary services described in Appendix 1.*
- 3.6 "Business Plan", "Annual Action Plan", "Draft Rolling Business Plan", "Draft Annual Action Plan" and "Adopted Business and Action Plan" have the meanings given in paragraph 10.0.
- 3.7 ""Functions" means the functions of the Joint Committee set out in paragraph 4 of this Constitution.
- 3.8 "Joint Committee Members" means a person appointed to the Joint Committee under paragraph 5.
- 3.9 "Joint Areas" means all of the administrative areas of the Partner Councils as one whole.
- 3.10 "Lead Authority" means the *Medway Borough Council* which agrees to be the Council to take the leading role [and/or becomes the accountable or responsible body] in delivering on an agreed project(s) or activity(ies) and/or which lets a contract(s) or employs person(s) or consultants on behalf of the Joint Committee. All costs incurred by the Lead Authority in carrying out that role will be reimbursed by the Joint Committee.
- 3.11 *"Lead Member" means the elected lead member of the executive of each of the Partner Councils.*
- 3.12 *"Lead Officer" means the Head of Building Control Services for the Lead Authority.*
- 3.13 "Memorandum of Agreement" means the agreement between the Partner Councils a copy of which is attached as Annex 1.
- 3.14 *"Partnering Advisor" means the partnering adviser appointed pursuant to the memorandum of agreement.*
- 3.15 "Objectives" means the objectives of the Joint Committee set out in paragraph 2.

- 3.16 "Partner Council" and "Partner" means the Councils whose elected Members have voting rights on the Joint Committee as detailed in paragraph 5.1.1.  
"Partners" means the Partner Councils collectively.
- 3.17 "Role of the Joint Committee Member" is as specified in paragraph 9.
- 3.18 "Secretary" means the Officer designated for the purposes of paragraph 7.
- 3.19 "Special Meeting" means a meeting convened under paragraph 6.3.
- 3.20 "The Joint Committee" means Swale, Medway and Gravesham shared service for Building Control.
- 3.16 "Voting Member" means any Joint Committee Member, or their Substitute Member.

#### **4. FUNCTIONS**

The functions of the Joint Committee are:-

- 4.1 Implement the strategies, policies and activities contained in the Approved Business and Annual Action Plans and in so doing oversee the development of the Business and Action Plan and ongoing business case.
- 4.2 Make recommendations to the Partner Councils to secure resources as required to meet the Objectives.
- 4.3 Keep under review the building control services offered by the private sector and to revisit marketing strategies according.
- 4.4 Ensure that it keeps abreast of legislative change or likely or impending legislative change and/or direction of statutory and non-statutory guidance from Central Government. It shall ensure that sufficient flexibility is incorporated into the terms of any contract let on its behalf to ensure compliance with new or changed statutory duties of the Partner Councils.
- 4.5 To produce, for consideration of the Partner Councils, the Draft Rolling Business Plan and Annual Action Plan, and to implement the Approved Business and Action Plans.

- 4.6 Ensure that there is in place an appropriate exit strategy and that appropriate post implementation reviews are conducted.
- 4.7 To commission research and public opinion surveys into matters relevant to the Objectives.
- 4.8 To develop proposals for the future development of building control services (to be included for consideration in the Draft Rolling Business Plan).
- 4.9 To develop proposals on how the Partner Councils can discharge their building control functions, to promote and/or improve the economic, social and environmental well-being in their Joint Areas and contribute to the achievement of sustainable development.

**5. OBJECTIVES**

The Objectives of the Joint Committee are as follows:-

**Membership**

5.1 The membership of the Joint Committee shall be as follows:-

5.1.1 Partner Councils (each with voting rights) -

Medway Borough Council	One elected Member
Gravesham Borough Council	One elected Member
Swale Borough Council	One elected Member

5.2 The terms of office of a Joint Committee Member and any substitute shall be normally four years from their date of appointment (or reappointment), provided that for the duration of that period they remain Member of the appointing Authority/Body and have been appointed by that Authority/Body to be or remain a Member of the Joint Committee. Each Partner Council shall notify the Secretary of the name and contact details of their appointed

Member [and Substitute Member, if appointed], of the Joint Committee.

Authorities or bodies in membership of the Joint Committee may change their appointed Joint Committee Member or Substitute at any time provided that written notice of any such change is provided to the Secretary, taking effect upon receipt.

- 5.3 The Partner Council shall, as far as possible, ensure that the person appointed has the skills and qualities required to fulfil the role of a Joint Committee Member.
- 5.4 Each of the Partner Council may send appropriate Officer(s) to meetings of the Joint Committee (or any Sub-Committee/Working Groups hereof) to support their Joint Committee Member.
- 5.5 Substitute members shall be allowed *provided not less than ten working days notice of the substitution is given.*

#### **Voting Rights and Voting Procedures**

- 5.6 Each of the Joint Committee Members (or Substitute Members as appropriate) of the Partner Councils shall have one vote on any issue before the Joint Committee for determination. Decision shall be made through simple majority voting.
- 5.7 All voting shall be by a show of hands, unless the provisions of paragraph 5.8 below apply.
- 5.8 Recorded votes shall be taken if requested by any Voting Member. Similarly any such voting Member shall have the right to have the way he/she voted (or abstained) recorded in the minutes.

#### **Procedures at Meetings**

- 5.9 The Meeting Procedure Rules adopted by the Lead Authority's Constitution at *Appendix 2* shall apply to meetings of the Joint Committee.

## **6. MEETINGS AND CHAIRING OF MEETINGS**

- 6.1 The Joint Committee shall meet at least four times a year. Other meetings may be called as necessary with the agreement of the Chair.
- 6.2 The first meeting of the Joint Committee on or after 1 June in any year shall be the Annual Meeting at which the Chair, Vice-Chair and any Sub-Committees/Working Parties of the Joint Committee shall be appointed (nothing in this clause prevents the Joint Committee establishing a Sub-Committee or Working Party at any other time).
- 6.3 The Chair may summon a Special Meeting of the Joint Committee at any time. A Special Meeting shall also be summoned on the requisition in writing of not less than two Voting Members, which requisition shall be delivered to the Secretary and shall specify the business to be considered at the Special Meeting. The Secretary shall, within five (5) working days of receipt of such a request, arrange for the Special Meeting to be held in accordance with the timetable in paragraph 6.6 below.
- 6.4 The Chair and Vice-Chair of the Joint Committee shall rotate automatically annually between the Partner Councils. The Member appointed to the office of Chair or Vice-Chair shall be a Voting Member of the Joint Committee.
- 6.5 The quorum for the Joint Committee shall be two Voting Members.
- 6.6 A printed copy of the summons and agenda for each meeting and (except for the initial meeting) the minutes of the previous meeting, shall be despatched by the Secretary (unless it is an adjourned meeting as provided for in clause 5.9 above), at least ten working days before such meeting to each Joint Committee Member and Substitute Member and Officer Group representative. The summons shall contain notice of all business, except urgent business, which is in the ordinary course, or by direction of the Chair or Secretary, required to be brought before the Joint Committee. In the case of a matter requiring urgent attention the Chair at his/her absolute discretion



may agree to a meeting of the Joint Committee being convened with less than ten working days notice (but not less than five working days).

- 6.7 Meetings of the Joint Committee will be open to the public and press, except during consideration of items containing confidential or exempt information within the meaning of the Local Government Act, 1972 (as amended).
- 6.8 Minutes of the Joint Committee shall be available to the public and press as though they were minutes of a meeting of a Partner Council.
- 6.9 The Chair will invite any person to attend a meeting of the Joint Committee for the purpose of making a presentation, or participating in discussion, on any item relevant to the Joint Committee's functions, where that person is able to provide a professional or commercial viewpoint, which the Chair considers would be of assistance to the Joint Committee.

## **7. SECRETARY**

- 7.1 The Lead Authority shall provide an Officer who will act as Secretary to the Joint Committee and, either through that Officer or another Officer, legal advisor to the Joint Committee.
- 7.2 The responsibilities of the Secretary in respect of the business of the Joint Committee, its Sub-Committees and working groups, shall be as follows:-
  - 7.2.1 to make all necessary arrangements for the convening of meetings;
  - 7.2.2 to provide, or, where necessary, procure (at the expense of the Joint Committee) the provision of all necessary advice on the technical, legal and, subject to the provision of paragraph 11.4 below, financial implications, of matters under consideration;
  - 7.2.3 to 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 Partner Councils in terms of ongoing liabilities. To also ensure that no such contract is

entered into the financial consequences (whether one off or ongoing) of which exceed the funding delegated (by the Partner Councils) to the Joint Committee to administer unless each of those Partner Councils which will be affected by that expenditure have passed a formal resolution to accept those financial consequences;

7.2.4 to bring attention to relevant matters which merit consideration;

7.2.5 to take and maintain minutes of meetings, and to advise the Chair so as to ensure that business at meetings is conducted in accordance with legal requirements;

7.2.6 to be responsible for communications with other agencies, including the media;

7.2.7 to manage and co-ordinate the day to day affairs of the Joint Committee and its administrative support.

## **8. SENIOR OFFICER GROUP/PROJECT OFFICER**

8.1 The Joint Committee shall be supported by a Senior Officer Group (SOG) consisting of one Lead Officer *and a managing surveyor from each Partner Council*.

8.2 SOG may invite other bodies or organisations to attend and participate at its meetings if it considers that to be beneficial to meeting the Objectives.

8.3 SOG will prepare reports and recommendations for consideration by the Joint Committee including in relation to the setting of the strategic direction for the Joint Committee and the context within which projects are developed and managed.

8.4 The Chair and Vice-Chair of SOG shall be from the Partner Councils which holds the Joint Committee Chair and Vice-Chair respectively.

8.5 For the avoidance of doubt membership of SOG may vary at the discretion of each Partner as appropriate to the topic or issue being considered.

- 8.6 SOG may agree to the setting up of other Officer Working Groups on a "Tasks and Finish" basis (e.g. a Technical Officer Working Group) to discuss and take forward (or make recommendation to SOG to take forward) any particular issues. Such Working Groups will be accountable to the Joint Committee through SOG.
- 8.7 The Joint Committee may, by applying resources delegated to it, employ through the Lead Council, a Project Officer and/or use of Consultants, to advance the aims and objectives of the Joint Committee. The work programme for the Project Officer and/or use of Consultants will be determined by the Joint Committee and monitored by the Joint Committee and SOG.
- 8.8 SOG shall have the additional further functions:-
- 8.8.1 monitoring and controlling the progress of the Business and Action Plans at a strategic level to ensure the projects continue to fulfil business needs;
  - 8.8.2 advise the Joint Committee on progress in delivering the Business and Action Plans and the Objectives generally;
  - 8.8.3 to consider and make recommendations relating to strategic issues to central Government.

## **9. ROLE OF A JOINT COMMITTEE MEMBER**

The responsibilities of a Joint Committee Member are as follows:-

- 9.1 To be committed to, and act as a champion for the achievement, of the Objectives.
- 9.2 To be a good ambassador for the Joint Committee.
- 9.3 To attend Joint Committee meetings, vote on items of business and make a positive contribution to the achievement of the Objectives.

- 9.4 To remain acquainted with emerging technologies and processes in the area of building control services.
- 9.5 To act as an advocate for the Joint Committee in seeking any necessary approval of their Authority to the Draft Business Plan and Annual Action Plan.

## **10. ROLLING BUSINESS PLAN AND ANNUAL ACTION PLAN**

- 10.1 The Joint Committee shall consider and agree a three year (as it may from time to time decide) rolling Business Plan with an Annual Action Plan. This will include SMART (specific, measurable, achievable, realistic and timed) targets with named lead authority responsibilities for delivery.
- 10.2 The Draft rolling Business Plan shall be prepared by 30 November each year at the latest and shall set out in the Draft Annual Action Plan (the strategy for the achievement of the Objectives over the following full twelve month period commencing on the 1 April). It will specify the activities to be undertaken, and arrangements to be entered into, in support of that strategy, together with a full assessment of the one-off and short and long term financial, resource, service, legal and (where appropriate) contractual implications for the Joint Committee and each Partner Council.
- 10.3 The Draft rolling Business Plan and the Draft Annual Action Plan shall be considered by each of the Partner Councils with a view to giving it its approval. On being approved by all of the Partner Councils the Draft rolling Business Plan and the Draft Annual Action Plan shall become the Adopted Business and Annual Action Plan. A Partner Council may approve the Draft Business Plan and/or Annual Action Plans subject to a reservation in respect of any particular matter that it has concerns with. Where approval is given subject to such reservation, the issue concerned will be considered again by the Joint Committee before deciding whether or not to include that matter, with or without amendment, in the Adopted Business and Action Plan. The

position of the Partner Council(s) which continue to have an unresolved reservation about an issue will be as set out in clause 11.6 below.

10.4 The Joint Committee may consider and propose to the Partner Councils amendment(s) for approval to the Adopted Business and/or Annual Action Plan, where necessary to accommodate unforeseen circumstances, which have arisen which would assist the Joint Committee in achieving the Objectives.

10.5 All proposals in the Business Plan and Annual Action Plan will be reviewed against the following tests/criteria:- (ADD)

## **11. BUDGETARY ARRANGEMENTS/DELEGATED FUNDS**

11.1 The cost of carrying out the Annual Action Plan if the Actions/Projects are supported by all of the Partner Councils will be apportioned in accordance with the agreed financial management process or funded by the partnership.

11.2 If the Actions/Projects are not supported by all of the Partner Councils the costs *benefits and liabilities* of carrying out those Actions/Projects shall be met *and shared as the case may be* by those which do support them on the basis agreed between them at the time.

11.3 *Except as provided in 11.2* the Partner Councils shall share the assets and liabilities of the Joint Committee *in the agreed proportions*.

11.4 On cessation of the joint arrangements, the assets and liabilities will be distributed between the Partner Councils on the basis of the *exit arrangements contained in the memorandum of agreement*.

11.5 By adopting the rolling Business Plan and Annual Action Plan each Partner Council individually will (subject to the provisions of paragraph 11.6 below) be deemed to have accepted the financial implications for it of the actions, activities and projects as set out within those Plans and shall be deemed to have delegated to the Joint Committee authority to implement those actions,

activities and projects to the financial limit set out in those Plans. Other than through these processes and subject to the provisions of 11.6 below neither the Joint Committee nor a Lead Authority is able to commit any of the Partner Councils to any actions, financial provision or acceptance of any liability (one-off or ongoing, financial or otherwise).

- 11.6 If a Partner Council only adopts the Draft rolling Business Plan and Annual Action Plan subject to a reservation in respect of any particular matter(s) (as provided for in paragraph 10.3) then, unless and until it specifies to the contrary, that Partner Council will be deemed not to be committed in any way to accepting any responsibility (financial or otherwise) for that specific matter(s). If the action, activity or project is nevertheless agreed by the Joint Committee to proceed it shall not be allowed to proceed until each of the other Partner Councils has accepted any increased responsibility (financial or otherwise) that is implied by the matter proceeding other than by the acceptance of all of the Partner Councils.
- 11.7 No authority is delegated to the Joint Committee to approve actions, activities or projects which have financial implications (capital or revenue, one-off or ongoing) in excess of these sums or requires capital or revenue funding beyond xxxxxxxxxxxxxxxxxxxxxxxx without the explicit resolution of each of the Partner Councils responsible for meeting such costs.
- 11.8 Nothing in paragraph 11.7 above shall prevent the Partner Councils, or any or some of them, from delegating the responsibility for other matters relating to building control services to the Joint Committee on the terms (financial and non financial), agreed at the time of the resolution to delegate the said matter(s).
- 11.9 The Joint Committee is not a body corporate and accordingly it cannot either employ people or let a contract(s) directly in its own name.

11.10 Whenever a contract is to be entered into that contract will be let by one of the Partner Councils (to be determined at the time of deciding to let a contract) as Lead Authority. That Partner Council's Procurement Strategy, Financial and Contract Procedure Rules will be followed in the procurement processes. The other Partner Councils which have agreed to the contract being let will be jointly and severally liable with the Council letting the contract for the costs and other matters relevant to that contract.

## **12. DELEGATION TO SUB-COMMITTEES AND OFFICERS**

12.1 The Joint Committee may (subject to xxxxxxxx per cent of the Partner Councils being in favour) arrange for any of its functions to be discharged by a Sub-Committee or by an Officer of one of the Partner Councils, provided that any such arrangements do not include delegation of any decision which creates a contractual commitment which responsibility shall remain the sole responsibility of the Joint Committee.

12.2 The Joint Committee may appoint working groups of Members and/or Officers to consider specific matters and report back to the Joint Committee with recommendations.

## **13. AMENDMENTS TO THIS CONSTITUTION**

13.1 The terms of this Constitution shall be kept under periodic review by the Joint Committee and by each of the Partner Councils.

13.2 Any amendments to this Constitution to be proposed to the Partner Councils shall be subject to xxxxxx per cent of the votes able to be cast in a meeting attended by all voting members being cast in favour of the proposed amendment(s). The amendment shall also be subject to xxxxx per cent of the Partner Councils adopting it/them.

#### **14. SCRUTINY ARRANGEMENT**

- 14.1 The functions of the Joint Committee shall be subject to the Scrutiny arrangements of each Partner Council until such time as Joint Scrutiny arrangements can be lawfully pursued.
- 14.2 The Joint Committee, its Member and its Officer advisors, shall fully co-operate with the relevant Scrutiny Committee of any of the Partner Councils.
- 14.3 The Overview and Scrutiny Procedural Rules adopted by each Partner Council's Constitution respectively shall apply.

#### **15. URGENT MATTERS**

- 15.1 Subject to paragraph 15.2 this paragraph applies where the best interests of the Joint Committee require that action should be taken, or a decision made, on a matter which would normally fall to be considered by the Joint Committee in the exercise of its functions, but where such best interests would be compromised by the action, or decision, being deferred until the next meeting of the Joint Committee. In such cases the Secretary is authorised to take such action or decision, following consultation with the Chair of the Joint Committee. Any such action taken shall be reported to the next meeting of the Joint Committee.
- 15.2 Paragraph 15.1 does not apply to decisions which create a contractual commitment which, if need to be determined on an urgent basis, shall be determined by a meeting of the Joint Committee convened with not less than five (5) working days notice rather than in accordance with paragraph 6.6 above.

#### **16. CONDUCT AND EXPENSES OF MEMBERS**

- 16.1 All Joint Committee Members shall observe at all times the provisions of the Code of Conduct adopted by their Authority.



16.2 Each Partner Council shall be responsible for meeting any expenses to which any Joint Committee Member (or their Substitute Member) or Officer appointed by them, as their representative, is entitled as a result of their attendance at duly authorised meetings.

## **17. LIABILITIES OF JOINT COMMITTEE MEMBERS**

17.1 Joint Committee Members have the same responsibilities and liabilities as those which apply when sitting on other committees and bodies as appointed representative on behalf of their Authority. Where contractual arrangements are authorised by the Joint Committee any liabilities arising under those arrangements will rest with the Partner Councils. Indemnification for any liabilities which do arise is a matter between the Joint Committee Member and their Partner Council. It is noted that under Section 101 of the Local Government Act 2000, the Secretary or State may by order make provision conferring power to local authorities to provide indemnities to some or all of their Members and Officers.

## **18. PRESS AND PUBLIC RELATIONS**

18.1 The Joint Committee shall have power to issue such press releases and carry out such further publicity as it deems necessary for the furtherance of the Objectives, including the dissemination of information relating to the Objectives, Functions and workings of the Joint Committee, and any action taken or proposed to be taken for the benefit of the residents and/or businesses of the Joint Areas and other stakeholders.

## **19. DISPUTE RESOLUTION**

19.1 In the event of a dispute which cannot be resolved by the Joint Committee the matter(s) concerned shall, before any other remedy (e.g. *partnering advisor*,

arbitration, legal proceedings etc.) is sought, be referred to a Joint Meeting of the Joint Committee with the Lead Members of the Partner Councils and *subsequently to the partnering advisor.*

## **20. ADDITIONAL MEMBERS**

20.1 *The Partner Councils may agree to the inclusion of one or more additional joining the joint arrangements as provided for in the memorandum of agreement.*

## **21. CESSATION OF MEMBERSHIP**

21.1 Any of the Partner Councils may withdraw from membership of the Joint Committee by giving twelve months notice in writing to the Secretary.

21.2 In the event of a Partner Council(s) withdrawing from membership of the Joint Committee as provided for in paragraph 21.1 above, then *the provisions for withdrawal in the memorandum of agreement shall apply to the withdrawal and* in respect of any contractual obligations or other financial commitments entered into on behalf of the Joint Committee whilst that Partner Council was a member of the Joint Committee and to which they were a party, the Partner Council concerned shall:-

21.2.1 continue to meet its share of the financial commitment or otherwise meet its part of the contractual obligations until the conclusion of the commitment or obligation as provided for in the contract or other documentation setting out the commitment or obligation;

21.2.2 continue to be responsible for its part of any other liabilities relating to those contractual obligations or financial commitments;

21.2.3 be entitled to receive its fair share of any assets held by or on behalf of the Joint Committee as at the date of their withdrawal from membership but (unless the remaining Partner Councils at their sole

discretion decide to "buy-out" and financially compensate the withdrawing Partner in respect of the said assets) only when those assets are realised by the remaining members of the Joint Committee.

21.2.4 meet any employment related costs incurred on behalf of the Joint Committee which emanate solely from that/those Partner Council(s) decision to withdraw from membership of the Joint Committee.

21.3 If more than one Partner Council withdraws from membership of the Joint Committee then the Joint Committee shall make appropriate recommendations to *the Partner Councils to end the operation of the Joint Committee.*

## **22. ACCESS TO INFORMATION**

22.1 *The access to information regime contained in annex xxxxx of the Cabinet Procedure Rules of the Constitution of the Lead Authority shall apply to the Joint Committee's business.*

***APPENDIX 1***  
***THE BUILDING CONTROL SERVICES***

***APPENDIX 2***  
***MEETING PROCEDURE RULES***

**ANNEXE 1**

**THE MEMORANDUM OF AGREEMENT**

**SLM/SMC  
CON/5  
21.11.06**