1. OBJECT AND KEY POINTS IN THIS REPORT

1.1 To seek authority to enter into a formal service level agreement (SLA) with Safer Roads Humber and its partners.

1.2 To seek approval for the Director of Places to sign the service level agreement on behalf of the authority.

2. BACKGROUND INFORMATION

2.1 Safer Roads Humber is a sub regional road safety partnership. It was formed in 2007. Its main purpose is to reduce road casualties.

2.2 North Lincolnshire Council is a member of the partnership. Other members include the other unitary authorities in the Humber area, Humberside Police, Humberside Fire and Rescue service and the Highways Agency.

2.3 The work of the partnership is intelligence led. Priorities are based on the road users most at risk.

2.4 The partnership was funded through the road safety grant given to local authorities by central government. This is now part of the formula grant funding.

2.5 Income from diversion courses such as speed seminars now makes up the greatest amount of funding for the partnership. However, some local authority funding is still necessary.

2.6 Funding from North Lincolnshire Council is £133,722 each year. This has reduced from £312,000 in 2008/09.

2.7 Safer Roads Humber runs all diversion courses. These courses are an education alternative to prosecution or a fixed penalty notice for motorists.
2.8 Police enforcement through Safer Roads Humber supports the council’s Speed Management Strategy.

2.9 Safer Roads Humber carries out road safety campaigns across the Humber area. They also fund other projects. They also work across the Yorkshire and Humber region for more effective and cost effective road safety work. North Lincolnshire Council benefits from this work.

2.10 Road safety projects in North Lincolnshire are also funded.

2.11 Safer Roads Humber has worked with its partners since 2007. The service level agreement formalises the arrangements that are already in place.

3. OPTIONS FOR CONSIDERATION

3.1 Option 1 – North Lincolnshire Council enters into a service level agreement with Safer Roads Humber.

3.2 Option 2 – North Lincolnshire Council does not enter a service level agreement with Safer Roads Humber.

4. ANALYSIS OF OPTIONS

4.1 Option 1 – Signing the SLA will formalise the current working arrangements and relationships. Safer Roads Humber reserves cover the cost of the partnership ending. It will show commitment to the partnership and provide a basis for the money the council contributes each year.

4.2 Option 2 – North Lincolnshire Council would be outside the agreement with other partners. This may strain working relations and show a lack of commitment to the partnership. Both internal audit and the audit commission may question the basis by which funds are committed to Safer Roads Humber.

5. RESOURCE IMPLICATIONS (FINANCIAL, STAFFING, PROPERTY, IT)

5.1 Financial

5.1.1 North Lincolnshire Council contributes £133,722 to Safer Roads Humber. This is fixed until 2015/16.

5.1.2 Working with Safer Roads Humber allows a more effective use of resources.

5.1.3 There is a cost to society for every road casualty. The value of preventing injuries is currently: Fatal collision - £1.79m; serious - £205,056; slight - £21,372.
5.1.4 The cost of road casualties in North Lincolnshire in 2011 was about £43.4m - up 18.5% from 2010. This is mainly due to an increase in the values of preventing a casualty.

5.2 Staffing

5.2.1 North Lincolnshire Council is represented on the Safer Roads Humber Policy Board and the Working group

5.3 There are no Property or IT implications to this report

6. OTHER IMPLICATIONS (STATUTORY, ENVIRONMENTAL, DIVERSITY, SECTION 17 - CRIME AND DISORDER, RISK AND OTHER)

6.1 Excessive speed and poor driving lead to increased use of fuel and wear on vehicles, which impacts on the environment.

6.2 Some road users such as young drivers and motorcyclists are at greater risk of being involved in a collision on the road. These groups are identified and prioritised

7. OUTCOMES OF CONSULTATION

7.1 No consultations have taken place on the content of this report.

8. RECOMMENDATIONS

8.1 Approval is given to enter into a Service Level Agreement with Safer Roads Humber.

8.2 The Director of Places is authorised to sign a Service Level Agreement on behalf of North Lincolnshire Council.

DIRECTOR OF PLACES

Hewson House
P O Box 53
Station Road
Brigg
North Lincolnshire
DN20 8XY
Author: Richard Hall
Date: 25 October 2012

Background Papers used in the preparation of this report: None
Safer Roads Humber

Humberside Casualty Reduction Partnership

Service Level Agreement

Between
East Riding of Yorkshire Council
Her Majesty’s Courts and Tribunal Service
Hull City Council
Humberside Fire and Rescue Service
Humberside Police
North Lincolnshire Council
North East Lincolnshire Council
This Agreement is made the ………………

PARTIES:

**East Riding of Yorkshire Council** (“East Riding”) of County Hall, Beverley, East Riding of Yorkshire, HU17 9BA

**Her Majesty's Courts and Tribunal Service** (“HMCTS”) of, PO Box 254, Market Place, Hull, HU1 1US

**Kingston upon Hull City Council** (“Hull”) of The Guildhall, Kingston Upon Hull, HU1 2AA.

**Humberside Fire and Rescue Service** of Summergroves Way, Kingston upon Hull, HU4 7BB

**Humberside Police** (“Police”) of Humberside Police Headquarters, Priory Road, Hull, HU5 5SF

**North East Lincolnshire Council** (“North East Lincolnshire”) of Municipal Offices, Town Hall Square, Grimsby, North East Lincolnshire, DN31 1HU

**North Lincolnshire Council** (“North Lincolnshire”) of Pittwood House, Ashby Road, Scunthorpe, North Lincolnshire, DA16 1AB
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1 Mission Statement

1.1 To reduce the number of people killed and injured on our roads through effective partnership working.

2 Introduction

2.1 The Parties have agreed to co-operate in the Humberside wide casualty reduction partnership, Safer Roads Humber, “The Partnership”, which aims:
- To reduce the number of casualties occurring on roads in the Humberside Police Force area, through a consistent approach to the intelligence led enforcement of road traffic violations.
- To meet national and local casualty reduction targets.
- To improve road safety by the delivery of road safety education, engineering and enforcement.
- To reduce the incidence of the anti-social use of vehicles.
- To maximize use of all communication channels to inform those who use the roads of the importance of a shared responsibility towards road and community safety.
- To achieve the most effective and efficient use of resources available to Partners through co-ordination of activities

2.2 To achieve the above aims, the Partnership will undertake a range of activities which include:
- Enforcement at core safety camera sites and sites of community concern
- Monitor and publicise performance of core safety camera sites and the Partnership’s activities
- Management and delivery of Humberside Police’s driver/rider education schemes.
- Development and delivery of intelligence led casualty reduction campaigns that may include enforcement, education and communication elements e.g. iCar, drink drive campaign etc.
- Support and enhance the Partners’ individual casualty reduction strategies
- Research projects as directed by Partners
- Any other activity as directed by the Policy Board

2.3 Funding for Safer Roads Humber can be via a number of income streams. In addition income will be received by way of the operational surplus derived from those Diversionary Schemes sanctioned by the Humberside Police and managed as part of the Partnership. Funding for the Partnership will be apportioned by the Safer Roads Humber Policy Board (SRHPB)

2.4 Contributing Partners agree to assess expenditure, income, spend, capital, revenue, risk and Partnership liability.

2.5 The “Partnership Budget” will be set prior to the “Financial Year” but only with agreement of all financial “Contributing Partners”. The Power of Veto cannot be invoked by the Policy Board as a group or as an individual over another Contributing Partners organisation’s budget.
2.6 The purpose of this Agreement is to set out the roles and responsibilities of the Parties accepted under this Agreement and the arrangements the Parties have agreed to in order to co-ordinate the Partnership and in doing so, the Parties shall act at all times in good faith.

3 Definitions and Interpretation

3.1 In this Agreement (unless the context requires otherwise), the following words and expressions have the meanings given opposite them:-

“Allowable Expenditure” Means the expenditure approved by the Safer Roads Humber Policy Board (Referred to hereafter as the “Policy Board”).

“Annual Financial Plan” Means the most recent version of the Annual Financial Plan for the Partnership submitted by the Partnership Manager and Partnership Treasurer and approved by the Policy Board.

“Assets Register”. A register of all assets purchased under the Partnership by each Party.

“Central Ticket Office” Means the Department within the Humberside Police which handles all traffic offences dealt with under the Fixed Penalty Scheme.

“Conditional Offer”. Means an offer to the alleged offender of discharging any liability to conviction of the offence to which the notice of offer relates by payment of a fixed penalty in accordance with Part III of the Road Traffic Offenders Act 1988 (as amended), notwithstanding that acceptance of the offer may still result in disqualification of the alleged offender under Section 35 of the Act.

“Contributing Partners” Means the Local Unitary Authorities and their financial contribution and Humberside Police (through diversionary scheme income surplus) (This definition must be accurate and must name all those parties who will actually be making a contribution. This is an important point in relation to agreeing the Partnership Budget, Will Hull CC be a contributing partner?)

Data Analyst A person or persons employed by one of the Partners to research and analyse databases for reports, management information and/or data led enforcement and campaigns.

“Days” Means calendar days

“DfT” Means the Department for Transport or such other Government department which may replace the same.

“Diversion Schemes” Means where drivers and riders committing road traffic offences are offered an alternative to prosecution, usually a short educational course delivered by road safety professionals. These may be part of a national or local scheme and are wholly at the discretion of the Chief.
“Financial Year” Means a 12 month period commencing on the 1st April in each subsequent year

“Fixed Penalty Notices” means a notice offering the alleged offender an opportunity of discharging any liability to conviction of the offence to which the notice relates by payment of a fixed penalty in accordance with Part III of the Road Traffic Offenders Act 1988 (as amended)

“Lead Partner” refers to the lead partner for approved Diversionary Schemes

“LTP” Local Transport Plan

“Marketing Officer” A person or persons employed by one of the Parties and agreed by the Policy Board to act on behalf of the Partnership to promote and raise awareness of road safety issues.

“Operational Surplus” The “Operational Surplus” from “Diversion Schemes” is the income derived from the “Diversion Schemes” less all costs associated with the running, development and management of the Schemes as wholly determined by the Humberside Police and approved by the Policy Board.

“Parties”, “Party” or “Partners” Means each party as signatories to this Agreement, the Local Authorities, Her Majesty’s Courts and Tribunal Service, The Humberside Police and The Humberside Fire and Rescue Service but excluding any persons who have ceased to be Parties to it under Paragraph 13.2 and any successor or assignee approved in accordance with Paragraph 14.

“Partnership Manager” Means the person appointed under Paragraph 7.1 to co-ordinate and manage the day to day operations of the Partnership.

“Partnership Treasurer” Means an appropriate, qualified person appointed by East Riding of Yorkshire Council or such other Party as may subsequently be agreed by all the Parties (following recommendation by the Policy Board, who will perform the duties of Partnership Treasurer as set out in this Agreement)

“Policy Board” The group established consisting of all “Contributing Partners” and others permanent or co-opted to the Safer Roads Humber Policy Board. Their remit as designated in Appendix 1 of this document

“Term” means the period of operation of the Partnership

“Working Group” means a group established by the Policy Board to act on operational matters on The Partnership
3.2 In this Agreement (unless the context otherwise requires):

3.2.1 References to Clauses and Schedules and Paragraphs are references to Clauses, Schedules and Paragraphs of this Agreement;

3.2.2 References to the “Party”, “Parties” or Partners include their respective successors, permitted assignees and anybody to which is transferred from the relevant Party the function which is the subject of this Agreement;

3.2.3 Words imparting any gender shall include all genders and the singular includes the plural and vice versa; references to any Order, Regulation, Statute, and rules and guidance relevant to the Partnership (including the DfT Guidance) issued by any Government department, whether detailed expressly or incorporated by reference, include all amendments, replacements or re-enactments of the same.

4 Term

4.1 The Term shall commence on the date of this Agreement and shall continue until 31 March 2013 and thereafter from year to year until terminated in accordance with Section 13 of this agreement.

5 Agreement

5.1 This Agreement (including Schedules and Appendices) together with the documents referred to therein constitute the entire contract between the Parties in respect of the Partnership and supersedes all prior negotiations, submissions and understandings with respect to the Partnership. This Agreement can be varied only in writing by the duly authorised representatives of all Parties. (With the exception of the agreed levels of funding made by Contributing Partners prior to the commencement of the financial year.)

5.2 The Schedules and documents referred to in this Agreement have the same force and effect as if expressly set out in the body of this Agreement, however, in the event of conflict between any of the provisions of the contract referred to in Section 11, the conflict shall be resolved by a reference to contract documents in descending order of priority as follows:-

5.2.1 The main body of this Agreement.

5.2.2 All other documents comprising the contract.

6 Roles and Responsibilities

6.1 Roles and responsibilities for all Parties. These being East Riding of Yorkshire Council, Her Majesty’s Court and Tribunal Service, Hull City Council, Humberside Fire and Rescue Service, Humberside Police, North East Lincolnshire Council and North Lincolnshire Council:

6.1.1 To ensure that the respective roles and responsibilities are performed in accordance with the requirements of the Partnership (Section 2-Introduction) and the Annual Financial Plan;
6.1.2 To co-operate and to do all that is reasonably necessary to facilitate compliance by each Party of their respective obligations under this Agreement. The Parties will act in good faith and with goodwill towards each other and in accordance with the purposes of the Partnership and shall use all reasonable endeavours to ensure that all Parties will act by consensus and reach agreement on decisions in a timely manner;

6.1.3 In conjunction with each Party, to comply with all those requirements of this Agreement which are not identified as being the specific responsibility of one or more named Party;

6.1.4 To assist the Partnership Manager in ensuring that all activities agreed to be undertaken by each Party are undertaken, wherever practicable, by the agreed target date and within the estimated cost provision;

6.1.5 To maintain a financial management system providing a comprehensive record of all time incurred, all materials and other items procured and all other information as may be required by the Parties, in connection with the Partnership. The format and standard of such records shall be as reasonably required by the Partnership Treasurer for reimbursement purposes and for compliance with the requirements of the District Auditor. Copy invoices will be retained by all Parties;

6.1.6 To provide representation at meetings of the Policy Board as required;

6.1.7 To provide representation at meetings of the Working Group as required;

6.1.8 All Parties will maintain an “Assets Register”. This will include details of all capital purchases made by all Partners during the validity of this Agreement;

6.1.9 All Parties will be responsible for collecting evidence to measure success (as outlined in the responsibilities of the Partnership Manager) within their own areas and feeding information back to the Partnership Manager for coordination and recording;

6.1.10 All Parties will be responsible for identifying best practice within their own areas;

6.1.11 All Parties will assist the Marketing Officer in the development and implementation of innovative initiatives to inform and educate the public about the importance of a shared responsibility towards using the road, the need to comply with traffic law and their responsibilities to community safety in general;

6.1.12 To maximise the opportunities for achieving best value through the efficient and cost effective use of Partnership resources and individual partners through collaborative and co-ordinated road safety projects where possible;

6.1.13 Partners will not undertake activities which incur costs additional to the approved budget without the approval from the Policy Board;
6.1.14 Partners can enhance projects through the allocation of local resources (funding, staff or other resources) from their own budgets and organisations.

6.2 Additional roles and responsibilities for Kingston Upon Hull City Council:

6.2.1 To agree the locations for enforcement by safety camera equipment within its administrative area and to maintain those locations, including fixed equipment and installations;

6.2.2 To procure such equipment as is necessary to ensure that the enforcement sites in their administrative area meet all legal requirements and any such additional guidance issued by the Policy Board;

6.2.3 The provision and maintenance of signing in respect of safety camera sites in accordance with the standard set out in this Agreement or as otherwise agreed between the Parties. All signing shall be certified in writing as fully compliant with The Traffic Signs Regulations and General Directions 2002 including any subsequent amendments and additions.

6.3 Additional roles and responsibilities of Contributing Partners. These being East Riding of Yorkshire Council, Humberside Police, North East Lincolnshire and North Lincolnshire Councils:

6.3.1 Budget management for its proportion of the Partnership expenditure and to provide and operate a financial management system for the Partnership which must comply with the requirements of Section 9 of this agreement;

6.3.2 Contributing Partners will not undertake activities which incur costs additional to the approved budget without prior approval from all Contributing Partners;

6.3.3 To pay to the Partnership Treasurer within 28 days of the date of issue of a notice of account such sum as is agreed at the commencement of the Financial Year by the Contributing Partners in respect of the approved budget. If not paid in accordance with this clause, it shall be a debt to the Partnership;

6.3.4 To agree the locations for the enforcement by safety camera equipment within its administrative area and to maintain those locations, including fixed equipment and installations;

6.3.5 To procure such equipment as is necessary to ensure that the enforcement sites in their administrative area meet all legal requirements and any such additional reasonable guidance issued by the Policy Board;

6.3.6 To procure such equipment as is necessary to ensure that the enforcement sites in their administrative area are capable of hosting data monitoring equipment (to enable the Humberside Police to record speed and traffic flow);

6.3.7 The provision and maintenance of signing in respect of safety camera sites in accordance with the standard set out in this Agreement or as otherwise
agreed between the Parties. All signing shall be certified in writing as fully compliant with The Traffic Signs Regulations and General Directions 2002 including any subsequent amendments and additions;

6.3.8 In all its activities, Contributing Partners shall carry out duties in accordance with acknowledged best practice.

6.4 Additional roles and responsibilities specific to East Riding of Yorkshire Council:

6.4.1 To employ the Partnership Treasurer and to undertake the duties and assume the responsibilities designated for that role in this Agreement or as otherwise agreed between the Parties;

6.4.2 To recruit and manage the Marketing Officer for the Partnership. All public relations and marketing shall be carried out in accordance with an action plan determined by the Policy Board and reviewed annually;

6.4.3 The Marketing Officer will support the Partnership Manager to develop strategies and practices with a view to continually reduce casualties on the road network.

6.5 Additional roles and responsibilities specific to Humberside Police:

6.5.1 To act as lead Party for the administration and operation of Diversionary Schemes as agreed by the Humberside Police and to recruit and manage staff as part of their obligations under any such scheme;

6.5.2 The Humberside Police has sole discretion over enforcement, prosecution and the implementation of schemes which divert offenders from prosecution including Speed Awareness and Driver Improvement Schemes. Whilst this operational autonomy is recognised, the Humberside Police will consult with their partners particularly when implementing decisions affecting the activities and performance of Safer Roads Humber;

6.5.3 The Humberside Police has sole responsibility for setting the thresholds for enforcement and other referral criteria;

6.5.4 To undertake their statutory duty to enforce the criminal law especially in relation to the use of the road network;

6.5.5 The Humberside Police liability to the Partnership can only be met through the income from Diversionary Schemes and its liability to the Partnership either during or at the end of term will not be greater than the “Operational Surplus”;

6.5.6 To carry out the processing of offences in accordance with legislative requirements;

6.5.7 To ensure that all enforcement and offence processing equipment is used in the most efficient manner possible;
6.5.8 Unless otherwise agreed by all Parties, to appoint and employ the Partnership Manager referred to in Section 7 and ensure performance of tasks assigned to the Partnership Manager under this Agreement or otherwise as may be subsequently agreed by all Parties;

6.5.9 The Partnership Manager can approve budget virements with the agreement of the Partnership Treasurer of up to £0.050m for the duration of that particular financial year. Permanent changes to the budget would be approved by the Policy Board;

6.5.10 To act as lead party for data analysis and appoint a Data Analyst to undertake the duties and assume the responsibilities designated for that role in this Agreement or as otherwise agreed between the Parties;

6.5.11 The Data Analyst will support the Partnership Manager to develop strategies and practices with a view to continually reduce casualties on the road network;

6.5.12 To propose and subsequently provide a consistent system for analysing casualty and traffic data so that the casualty reduction benefits can be confirmed and that new locations and/or methods of intervention can be identified in a systematic manner;

6.5.13 The procurement and maintenance of vehicles for use by the Partnership where such vehicles and maintenance are funded by the Policy Board and agreed for procurement by the Policy Board;

6.5.14 The procurement and maintenance of IT equipment for the processing of offences which are funded by the Policy Board and agreed for procurement by the Policy Board;

6.5.15 The recruitment and training of additional staff to enable the Humberside Police to fulfil their activities for the Partnership, where such posts are funded by the Policy Board and where recruitment is agreed by the Policy Board;

6.5.16 The provision of accommodation for the staff and equipment to be employed by the Partnership where such accommodation is to be funded and agreed by the Policy Board;

6.5.17 Ensuring that all personal data obtained as a result of that enforcement complies with the principles laid down in the Data Protection Act, 1998;

6.5.18 To propose and implement a System Security Policy (SSP) and Security Operating Procedures (SyOPS) for agreement by all Parties, in line with ACPO Community Security Policy (CSP);

6.5.19 In all its activities, the Humberside Police shall carry out its duties in accordance with acknowledged best practice.

6.6 Roles and responsibilities specific to Her Majesty’s Court and Tribunal Service (HMCTS):
6.6.1 The contribution of the HMCTS is substantial in the provision of court space and administration. Therefore, within the agreed budget, the HMCTS will not be expected to contribute financially or to share financial liability for Partnership activity;

6.6.2 To ensure that Fixed Penalty Notices arising from the enforcement activity are processed in the most efficient manner and to ensure that accurate and appropriate audit trails are maintained;

6.6.3 To keep records and statistics of relevant Fixed Penalty Offences (FPO) and Court Processes;

6.6.4 Ticket issue volumes may be adjusted by agreement of the Policy Board to ensure effective utilisation of court resources within available capacity;

6.6.5 HMCTS has no budget to meet a collective overspend and would not incur the additional costs directly. The costs to collect penalties are claimed back by recharges. HMCTS makes no ‘profit’ on these costs. They are actual costs of staff and materials to collect penalties only;

6.6.6 HMCTS reclaims only those costs agreed as part of the Annual Financial Plan or as agreed by the Partnership Policy Board;

6.6.7 Budget Management for its proportion of Partnership expenditure and to provide and operate a financial management system for the Partnership which must comply with the requirements of Section 9 of this agreement;

6.6.8 In the event that unforeseen costs appear likely to be incurred by HMCTS, it will inform the Policy Board at the earliest possible opportunity and set out the full implications of the unforeseen costs;

6.6.9 The purchase and maintenance of IT equipment for the processing of fixed penalty notices;

6.6.10 In all its activities, HMCTS shall carry out its duties in accordance with acknowledged best practice.

7. Partnership Management

7.1 A Partnership Manager will be appointed by the Humberside Police (or by such other Party as may subsequently be agreed by all the funding Parties acting unanimously) following recommendation by the Policy Board. The lead party appointing the Partnership Manager shall be responsible for ensuring performance of the Partnership Manager’s roles and responsibilities. These include the co-ordination and management of the day to day operation of the Partnership on behalf of the Parties and, in particular, budget management and the co-ordination of activities and liaison with the various Parties and other external agencies.

7.2 A summary of the Partnership Manager’s main roles and responsibilities are:

- Compiling with the Partnership Treasurer the Annual Financial Plan for agreement by the Contributing Partners of the Policy Board;
Ensuring financial arrangements are within the partner financial protocols;

Budget management for the Safer Roads Humber Partnership, (together with the East Riding of Yorkshire Council’s Finance Department) including income from Diversionary Schemes and authorising expenditure agreed by the Policy Board and invoice vetting;

The day to day management of the Partnership and the Diversion Schemes on behalf of Humberside Police;

To provide a secretariat function to the Policy Board and Working Group;

To develop strategies and practices with a view to continually reducing casualties on the road network with support from the Marketing Officer and the Data Analyst.

8. Governance

8.1 In order to ensure that the performance targets of the Partnership are met, a number of groups are established to manage the process. Policy will be determined by the Policy Board, who will also establish as its operational arm the Working Group. Agreed Terms of Reference for these groups are produced at Appendix A and Appendix B.

8.2 The Policy Board can establish any group or groups on a temporary or permanent basis to promote, manage, scrutinise or review any or all activities under the purview of the Safer Roads Humber Partnership.

8.3 Where any duty of any Party conflicts with any provision of this agreement then that legal duty takes precedence.

9. Financial Protocols

9.1 All Partners will adhere to the financial protocols.

9.2 All purchases and expenditure relating to the Partnership must be in compliance with the purchasing regulations of the purchasing partner and identifiable within the Annual Financial Plan or approved or sanctioned by the Policy Board.

9.3 Copies of all invoices and requests for additional expenditure should be forwarded, through the Partnership Manager, to the Partnership Treasurer for maintenance of the Audit trail and monitoring of the financial progress of the Partnership.

9.4 The Partnership Treasurer will monitor the Partnership costs monthly and report to the Policy Board on the Partnership’s progression.

9.5 All Partners will identify a finance contact point within their organisation that will liaise with the Partnership Treasurer on all financial matters.
9.6 All Partners will be expected to ensure that they have sufficient financial protocols in place to identify separately all of their expenditure relating to the Partnership, and are able to provide necessary supporting documentation where required.

9.7 It is expected that where the salaries of Partnership staff are supported wholly by the Partnership then they will carry out duties only as determined by the Policy Board. Where they are required to perform any significant other duty for their parent organisation or other organisation then this will be recharged through the Partnership. Duty shall be calculated on a time charged basis at cost.

9.8 All Partners will provide accounts of their expenditure, via the Partnership Manager, to the Partnership Treasurer, which will be in line with the Annual Financial Plan.

9.9 All Partners will only be reimbursed on the basis of satisfactory quarterly accounts being submitted to the Partnership Treasurer, within the agreed limit of the Annual Financial Plan. Payments will be made within 14 days of receipt of their claims.

9.10 Parties will not incur costs additional to the approved budget without approval from the Policy Board.

9.11 The Board will resolve the most appropriate method of funding unforeseen costs. This may take the form of a virement between budgets which would not lead to additional funding being required from the Partners. A supplementary budget may be approved with the consent of all Contributing Partners which would lead to additional funds being made available from the Partners.

9.12 **Allowable Expenditure**

9.12.1 This section details the expenditure qualifying as “Allowable Expenditure” for the Partnership.

9.12.2 “Allowable Expenditure” includes any or all equipment (inc. maintenance), resources, promotional material, accommodation, utilities, personnel or support services acquired under and supporting the activities of the Safer Roads Humber Partnership.

9.12.3 Assets purchased can be used for other purposes. In general, where the asset is to be used for both the Partnership and for purposes not connected with the Partnership, an estimate should be made of the expected use of such asset and the cost apportioned appropriately.

9.12.4 Maintenance of Assets - When assets are used for a significant time on other activities, then the maintenance costs should only be recovered on a pro-rata basis. A record system which quantifies the use of shared equipment and resources will be established and used to establish the proportion for the recovery of costs and the auditing thereof.
9.12.5 Where the volume of new activity requires an asset with greater capacity to meet increased demand, existing equipment, which was not due for renewal, can be replaced and the whole cost reclaimed. If there is significant residual value in the superseded item then this should be offset against the reclaimed expenditure.

9.12.6 Notional Costs - All reasonable costs should be identified in the Annual Financial Plan and reviewed annually.

9.13 Annual Financial Plan

9.13.1 This Agreement supersedes the previous agreements between the Partners which set out working arrangements under the DfT led Safety Camera Partnership and Road Aware Partnership. In moving to this new arrangement, the Partners recognise a wider remit. However, it is also recognised that enforcement activity, particularly where speed related, forms a large part of revenue and capital spend. This is especially so in the case of the Humberside Police Central Ticket Office and Her Majesty’s Courts and Tribunal Service.

9.13.2 In relation to core activity the Partnership Manager and Partnership Treasurer will submit an updated Annual Financial Plan to the Policy Board on a date specified by the Policy Board. This will be submitted each year for operations commencing on the 1st April the following year.

9.13.3 In the Annual Financial Plan, the Partnership Manager will be required to:

9.13.4 Reaffirm the strategy and identify progress towards meeting it;

9.13.5 Identify any revenue or capital expenditure and changes to the previous Annual Financial Plan that may require implementing, with justification.

9.13.6 Partners may agree to ad-hoc projects throughout the funding cycle from within their own prescribed budgets.

9.13.7 The Annual Financial Plan contains an estimate of the costs that each Party will incur. If projected costs increase above the Annual Financial Plan then the Partnership Manager will bring this to the attention of the next available Policy Board who will decide what action should be taken. The Annual Financial Plan can be adjusted during the year subject to the Policy Board’s written approval.

9.13.8 Once the Policy Board has approved the annual budget of the Partnership, including Diversionary Scheme funding, then the day to day management of that budget will be vested in the Partnership Manager described at 7.1 above who shall ensure to the best of his abilities that spending is contained within the Annual Financial Plan.

9.14 Underspends and Overspends

9.14.1 Where liability falls on the Parties collectively for a budget deficit, then this has to be discharged through this Agreement and by agreement of the Contributing Partners.
9.14.2 In the event that a Party is overspent without adopting the agreed procedure, that Party will bear the entire cost of the overspend unless otherwise agreed by the Policy Board.

9.14.3 If the cost of operating the Partnership is less than the agreed budget in a financial year then any remainder of the contributions not spent will be allocated at the discretion of the Policy Board.

9.14.4 The method of distribution of underspends, whether paid in any year, by discount for the following year or by any other method will be determined by the Policy Board.

9.15 **Billing and Terms of Payments**

9.15.1 All billing under this Agreement and the terms of payment shall be in accordance with the Financial Protocols set out at Section 9 of this Agreement.

9.16 **Best Value**

9.16.1 Parties need to be able to demonstrate that the Partnership is securing best value and ensure probity and accountability. Value for money is achieving the optimum balance between economy, efficiency and effectiveness.

9.17 **Other Issues**

9.17.1 **VAT** - VAT is recoverable for each Party if the service or asset purchased is used exclusively for 'crown' business.

9.17.2 **Audit** - The Partnership will be subject to audit at each year-end. The Partnership Treasurer will arrange for the audit in accordance with its own financial rules. The result of such audits will be presented to the Partnership Policy Board.

9.17.3 **Procurement** - The procurement of services and goods will be undertaken in accordance with the Standing Orders of each procuring Partner and will accord with EU procurement rules. The procuring Partners must demonstrate that the Parties have taken advice on whether EU procurement rules apply. Implementation plans should take account of any procurement or competition time scales.

10. **Managing Risks**

10.1 In the event that any Party suffers or has to incur any costs, charges, damages, losses, expenses or liabilities as a consequence of the exercise, execution or discharge of this Agreement, not attributable to that Party's own neglect or wrongful act or omission and whether or not judgment is given then all such costs, charges, damages, losses, expenses or liabilities that are not met by any insurance policy shall be shared and paid for by the Parties.
10.2 For the avoidance of doubt, expenditure incurred by a Party but which is not authorised under this Agreement will be at that Party’s sole risk.

11. Settling Disputes

11.1 If there is a dispute between any of the Parties that cannot be resolved by the Partnership Manager then the issue will be debated by the next Policy Board or by convening an emergency Policy Board at the behest of the Chair.

12. Compliance with Statutory Requirements

12.1 In the performance of this Agreement, each Party shall comply with all statutory requirements, regulations and other provisions to be observed and performed in connection with the Partnership.

12.2 No party shall do anything to cause any infringement by the other Parties of their respective obligations under the law as far as is reasonably practicable.

13. Withdrawal and Exit Strategy

13.1 The Term may be ended when all the Parties agree to bring the Term to an end.

13.2 Any Party may withdraw from the Partnership upon the giving of at least nine months’ prior written notice to expire no earlier than 31 March 2013 to the Policy Board. For the avoidance of doubt, the withdrawal of one or more Parties shall not bring this Agreement to an end and subject to paragraph 13.7 below, the terms of which will then apply to the remaining Parties.

13.3 On withdrawal from the Partnership of any Party, the Parties acting unanimously shall appoint any other consenting Party to act in that capacity following recommendation of the Policy Board.

13.4 At the end of the Term:–

- The Partnership Manager and Partnership Treasurer will immediately commence an audit of the Partnership and identify all assets, resources or other funds. This will be reported to the Policy Board for consideration;

- The Partnership Policy Board will assess the assets of the Partnership and take immediate steps to discharge all Partnership liabilities to buildings, leases, staffing, equipment, and revenue and capital settlements.

13.5 On expiry of the Term or withdrawal of a Party, the Party on whose behalf the asset is procured will retain such asset subject to reimbursement to the procuring Party in accordance with this Agreement. Any deficit can be ameliorated by the realisation of Partnership capital assets.

13.6 Any redundancy costs or additional staff costs realised as a result of termination of the Partnership or withdrawal of a Party will be borne by
Contributing Partners in accordance with the Exit Strategy approved and endorsed by the Policy Board.

13.7 Notwithstanding expiry of the Term or earlier withdrawal from the Partnership by any Party, each Party shall be liable for its obligations whether costs, charges, damages, losses, expenses or liabilities under this SLA. This includes the maintenance of all its assets. The duration of which will be to the end of the current financial year or the end of the six months notice period, whichever is the greater.

14. **Exclusion of Third Party Rights**

14.1 This Agreement does not create any right enforceable by any party not a party to it, except that a person who is the permitted successor or assignee of the rights of a party to the Agreement is deemed to be a party to the Agreement.

15. **Intellectual Property Rights**

15.1 Copyright, and all other intellectual property rights whatsoever in respect of any reports, documents or other material prepared provided or otherwise related to the Partnership are vested jointly in all Parties.

15.2 Except as may be prohibited by law or as otherwise agreed between the Parties, each Party may publish, dispose of or adapt or make copies or other versions of any documents produced in connection with the Partnership.

16. **Force Majeure**

16.1 Parties will not be liable to each other for failure to comply with any of its obligations under this Agreement due to any circumstances beyond their reasonable control.

17. **Assignment and Sub-Letting**

17.1 No Party shall transfer, charge or assign directly or indirectly to any person or persons whatsoever any portion of this Agreement, without the prior written consent of all Parties.

17.2 No Party shall sub-let this Agreement or any part of it without the prior written consent of all Contributing Partners and no sub-letting by the relevant Party exempts it in any respect from its liability to the other Parties for the due performance of this Agreement.

18. **Waiver**

18.1 The failure by the parties to enforce at any time any of the provisions of this Agreement or to require at any time performance of any of the provisions hereof, shall in no way be construed as a waiver of such rights nor in any way affect the validity of this Agreement or any part thereof or the right of the Parties thereafter to enforce each and every provision.

19. **Severance**
19.1 If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

20. **Review of SLA**

20.1 This Agreement will be reviewed one year after the date it comes into effect and thereafter annually until terminated in accordance with the terms of this agreement. In addition, a review may take place where there have been significant changes to Partner status, policy or legislation.

21. **Freedom of Information**

21.1 All Partners are public bodies for the purposes of the Freedom of Information (FOI) Act 2000. Any enquiry under FOI to the Partnership will receive a direct response within the timescales dictated by the Act, after consultation with Partners where appropriate, as if it were a separate body.

22. **Complaints**

22.1 It is anticipated that the majority of complaints will be directed at the Humberside Police and refer to enforcement and subsequent processing. The Chief Constable of Humberside Police has determined that general complaints of this nature can be dealt with without the need to be recorded as "Direction and Control Complaints"

22.2 Complaints against employees of the Partnership will be referred to their respective organisations through the Partnership Manager, who must be informed immediately of any such event.

22.3 Specific complaints which relate to the policies, practices, procedures or operational working of the Partnership will be referred to the Partnership Manager, who will respond accordingly.

23. **Human Rights**

23.1 This Agreement has been drafted in consideration of the provisions of the Human Rights Act 1998.

23.2 Any action taken under this agreement should be proportionate, necessary and justifiable and in the interests of national security, public safety or the economic well being of the country, for the prevention of crime or disorder, for the protection of health or morals or for the protection of the rights or freedoms of others, in accordance with The Human Rights Act 1998.

23.3 The policy is suitable for general publication, as it does not contain confidential police techniques and will be published on the Partnership website.
23.4 Any action taken under the provisions of this policy could be the subject of scrutiny by the Civil or Criminal Courts.

24. **Race Relations**

24.1 The content of this policy has been considered under the provisions of the Race Equality Scheme, as dictated by the Race Relations Act 1976 (as amended) and deemed to be non-relevant.

25. **Law**

25.1 This Agreement shall be considered as an agreement made in England and subject to English law.
SIGNATURE .................................................................
On behalf of The Hull City Council
Name of Signatory .................................................................
Capacity of Signatory .................................................................
Witnessed by .................................................................
Name .................................................................
Address .................................................................
.................................................................

SIGNATURE .................................................................
On behalf of East Riding of Yorkshire Council
Name of Signatory .................................................................
Capacity of Signatory .................................................................
Witnessed by .................................................................
Name .................................................................
Address .................................................................
.................................................................

SIGNATURE .................................................................
On behalf of the North Lincolnshire Council
Name of Signatory .................................................................
Capacity of Signatory .................................................................
Witnessed by .................................................................
Name .................................................................
Address .................................................................
.................................................................

SIGNATURE .................................................................
On behalf of the North East Lincolnshire Council
Name of Signatory .................................................................
Capacity of Signatory .................................................................
Witnessed by .................................................................
Name .................................................................
Address .................................................................
.................................................................

SIGNATURE .................................................................
On behalf of The Humberside Police
Name of Signatory .................................................................
Capacity of Signatory .................................................................
Witnessed by .................................................................
Name .................................................................
Address .................................................................
SIGNATURE
On behalf of Her Majesty’s Courts and Tribunal Service
Name of Signatory
Capacity of Signatory
Witnessed by
Name
Address

SIGNATURE
On behalf of Humberside Fire and Rescue Service
Name of Signatory
Capacity of Signatory
Witnessed by
Name
Address
Safer Roads Humber

Policy Board
Terms of Reference
Appendix A

Between
East Riding of Yorkshire Council
Her Majesty's Courts and Tribunal Service
Highways Agency
Hull City Council
Humberside Fire and Rescue Service
Humberside Police
North East Lincolnshire Council
North Lincolnshire Council
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Policy Board Terms of Reference 2011 V1

NOT PROTECTIVELY MARKED
File classification: CONFIDENTIAL - MANAGEMENT
Safer Roads Humber Policy Board

This Agreement is made the ……………….

Parties:

**East Riding of Yorkshire Council** (“East Riding”) of County Hall, Beverley, East Riding of Yorkshire, HU17 9BA

**Her Majesty’s Courts and Tribunals Service** (“HMCTS”) of, PO Box 254, Market Place, Hull, HU1 1US

**Highways Agency** (“HA”) of St Christopher House, Southwark Street, London, SE1 0TE

**Hull City Council** (“Hull”) of The Guildhall, Kingston Upon Hull, HU1 2AA.

**Humberside Fire and Rescue Service** of Summergroves Way, Kingston Upon Hull, HU4 7BB

**Humberside Police** (“Police”) of Humberside Police Headquarters, Priory Road, Hull, HU5 5SF

**North East Lincolnshire Council** (“North East Lincolnshire”) of Municipal Offices, Town Hall Square, Grimsby, North East Lincolnshire, DN31 1HU

**North Lincolnshire Council** (“North Lincolnshire”) of Pittwood House, Ashby Road, Scunthorpe, North Lincolnshire, DA16 1AB
NOT PROTECTIVELY MARKED

1. Mission Statement

1.1. To reduce the number of people killed and injured on our roads through effective partnership working.

2. Intention

2.1. To provide strategic direction, resources and support to the Safer Roads Working Group.

3. Execution

3.1. The Policy Board in performance of its duties and obligations will:

3.1.1. Determine the mission, strategy and development of the Safer Roads Humber Partnership;

3.1.2. Approve annual estimates of expenditure and income and financial forecast;

3.1.3. Approve all delegation of powers and budgets. To review annually that delegation according to business need;

3.1.4. Receive reports from and review the decisions of any bodies or individuals exercising delegated powers;

3.1.5. Determine all major policies not delegated elsewhere;

3.1.6. Consider the financial, risk and equal opportunities and diversity implications on all matters presented to the Partnership;

3.1.7. Commission research and development, intelligence and analysis to inform strategic direction;

3.1.8. Commission the Working Group to provide thematic reports on strategic issues;

3.1.9. Receive information, management and performance reports;

3.1.10. Approve annual budgets;

3.1.11. Approve Annual Reports;

3.1.12. Resolve exceptional issues referred up from the Working Group;

3.1.13. Review performance, casualty trends, industry development and Government Transport Policy;

3.1.14. Ensure resource allocation achieves Best Value;

3.1.15. Engage with internal and external stakeholders.

4. Structure

4.1. The Policy Board

4.1.1. The policy and the general management of the Safer Roads Humber Partnership will be co-ordinated by the Policy Board. As overall

4.1.3. Each Party will nominate one person as its representative on the Policy Board, that person may be supplemented by other representatives of that party but voting rights will still be restricted to one vote per Party.

4.1.4. In the event of a disagreement voting rights will be confined to “Contributing Partners” only.

4.1.5. A Party may replace its representative from the Policy Board at any time. A Party may appoint a new representative either as a replacement or to fill a vacancy which falls to it to fill. The removal and appointment of representatives will be recorded by way of a written notice to the Chair of the Policy Board and the Secretariat (Partnership Manager).

4.1.6. The Policy Board can with the agreement of all parties appoint an individual or organisation to join the Board and assume full voting rights and privileges. Upon any such agreement taking place the SLA would be amended at the next review date.

4.1.7. The Policy Board may by simple majority appoint any person and/or organisation to be a co-opted member of the Policy Board and all such persons shall have the right to attend and speak at any convened meeting but may not vote.

4.1.8. The Policy Board will meet at least four times each year of the Term. A Policy Board meeting is to be called by the Chair giving at least 28 working days notice of the meeting to each Party or, in the case of an emergency, upon immediate notice.

4.1.9. Where decisions are required outside of the formal meetings detailed at 4.1.8 above, initial contact will be made with the Chair. The Chair will consult with as many members of the Board as is practicable in order to facilitate a decision. This process will be documented and ratified at the next formal Board Meeting.

4.1.10. All parties have a right to put forward agenda items for discussion. These are to be submitted to the Secretariat, in writing, at least 14 days in advance of Policy Board meetings. Urgent items can be heard with the agreement of the Policy Board members on the day.

4.1.11. Agenda items and associated papers will be circulated at least seven days prior to the Policy Board.

4.1.12. The quorum for the Policy Board meetings is four.

4.1.13. The Chair of the Policy Board is to be elected by the Policy Board from amongst those representatives of the Parties who are present at the meeting. The Chair will normally serve for a period of 12 months covering the financial year period.
4.1.14. The Vice-Chair of the Policy Board meeting is to be elected by the Policy Board from amongst those representatives of the Parties who are present at the meeting. The Vice-Chair will normally serve for a period of 12 months covering the financial year period alongside the elected Chair. At the end of this period the Vice-Chair will assume the role of Chair and a new Vice-Chair will be elected.

4.1.15. The Policy Board may appoint one or more sub-groups on such terms of reference as determined by the Policy Board;

4.1.16. For the avoidance of doubt, nothing in the terms of this Agreement shall prevent any Party from exercising any of its functions.

4.2. Financial Rules

4.2.1. The Policy Board will agree resource allocation directly for business plans submitted during normal business. It will also agree financial rules and protocols relating to the Working Group which will maximise the partnership’s impact on local and national agreed targets.

4.2.2. The Partnership will, through the Policy Board, appoint staff as necessary to conduct business on behalf of the Partnership’s activities.

4.2.3. The Partnership Treasurer will monitor the Partnership’s costs monthly and report to the Policy Board.

4.2.4. The Policy Board shall keep under review the consistency and appropriateness of accounting policies.

4.2.5. The Policy Board shall review all financial statements especially in relation to:

- The extent to which the financial statements are affected by policy decisions;
- Devolved budgets;
- The clarity of disclosures;
- Significant adjustments resulting from any audit;
- Compliance with accounting standards;
- Compliance with legal requirements;
- Review of the policies and process for identifying and assessing business risks and the management of those risks by the Partnership.

5. Freedom of Information

5.1. All Partners are public bodies for the purposes of the Freedom of Information (FOI) Act 2000. Any enquiry under FOI to the Safer Roads Project Office will receive a direct response within the timescales dictated by the Act, after consultation with Partners where appropriate, as if it were a separate body.
Safer Roads Humber

Working Group
Terms of Reference
Appendix B

Between
East Riding of Yorkshire Council
Her Majesty’s Courts and Tribunal Service
Highways Agency
Hull City Council
Humberside Fire and Rescue Service
Humberside Police
North East Lincolnshire Council
North Lincolnshire Council
Safer Roads Humber Working Group

This Agreement is made the ………………

Parties:

East Riding of Yorkshire Council (“East Riding”) of County Hall, Beverley, East Riding of Yorkshire, HU17 9BA

Her Majesty’s Courts and Tribunal Service (“HMCTS”) of, PO Box 254, Market Place, Hull, HU1 1US

Highways Agency (“HA”) of St Christopher House, Southwark Street, London, SE1 0TE

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Humberside Fire and Rescue Service of Summergroves Way, Kingston Upon Hull, HU4 7BB

Humberside Police (“Police”) of Humberside Police Headquarters, Priory Road, Hull, HU5 5SF

North East Lincolnshire Council (“North East Lincolnshire”) of Municipal Offices, Town Hall Square, Grimsby, North East Lincolnshire, DN31 1HU

North Lincolnshire Council (“North Lincolnshire”) of Pittwood House, Ashby Road, Scunthorpe, North Lincolnshire, DA16 1AB
1. Mission Statement

1.1. To reduce the number of people killed and injured on our roads through effective partnership working.

2. Intention

2.1. To provide guidance, expertise and support to the Safer Roads Policy Board.

2.2. To research, consider and allocate financial support to road safety projects within its remit and financial rules.

3. Execution

3.1. The Working Group in performance of its duties and obligations will:

3.1.1. Prepare information to support annual estimates of expenditure and income and financial forecast for approval of the Policy Board;

3.1.2. Review and update policies delegated from the Policy Board;

3.1.3. Consider the financial, risk and equal opportunities and diversity implications on matters presented to the Working Group;

3.1.4. Carry out research and development, intelligence and analysis to inform Safer Roads Humber Partnership;

3.1.5. To provide thematic reports on strategic issues, as requested by the Policy Board;

3.1.6. To provide information, management and performance reports;

3.1.7. To carry out annual action plans;

3.1.8. To prepare Annual Reports for approval by the Policy Board;

3.1.9. Where exceptional issues arise that are outside the decision making scope of the Working Group or cannot be dealt with at the Working Group level, refer those matters to the Policy Board;

3.1.10. Plan and co-ordinate Safer Roads Humber road safety campaigns which may include an enforcement, education and communication element;

3.1.11. Develop and administer a Humberside Police Force speed management strategy, including monitoring and reporting;

3.1.12. Plan and co-ordinate road safety education and training programmes in schools, colleges and work places to ensure the best use of resources by all partners;

3.1.13. Develop a Safer Roads Humber road safety web-site and other media and communications material;

3.1.14. Arrange cost-effective representation on regional road safety groups and the like;
3.1.15. To carry out environmental scanning of performance, casualty trends, industry development and Government Transport Policy;

3.1.16. Ensure resource allocation achieves Best Value;

3.1.17. Engage with internal and external stakeholders;

3.1.18. To prepare and authorise bids for project spend within the constraints identified in 4.2. below.

4. Structure

4.1. The Working Group:

4.1.1. The policy and the general management of the Safer Roads Humber Partnership will be co-ordinated by the Policy Board. The Working Group will seek to actively support this function by utilising the diverse skills of practitioners employed by the partner organisations. Their role is further detailed as follows.


4.1.3. Each Party will nominate one person as its representative on the Working Group; that person may be supplemented by other representatives of that party but voting rights will still be restricted to one vote per Party.

4.1.4. A Party may replace its representative from the Working Group at any time. A Party may appoint a new representative either as a replacement or to fill a vacancy which falls to it to fill. The removal and appointment of representatives will be recorded by way of a written notice to the Chair of the Policy Board and the Secretariat.

4.1.5. The Working Group can, with the agreement of all parties, appoint an individual or organisation to join the Group. All such persons shall have the right to attend and speak at any convened meeting but may not vote.

4.1.6. The Working Group will meet six times each year of the Term or any such period as determined by the Working Group in order to meet its obligations detailed at section three above. A Working Group meeting is to be called by the Chair giving at least seven days notice of the meeting to each Party or, in the case of an emergency, upon immediate notice.

4.1.7. All parties have a right to put forward agenda items for discussion. These are to be submitted to the Secretariat, in writing, at least seven days in advance of Working Group meetings. Urgent items can be heard with the agreement of the Working Group members on the day.

4.1.8. Agenda items and associated papers will normally be circulated at least seven days prior to the Working group.

4.1.9. The quorum for the Working Group meetings is four.
4.1.10. The Chair of the Working Group is to be elected by the Working Group from amongst those representatives of the Parties who are present at the meeting. The Chair will normally serve for a period of 12 months covering the financial year period. The Chair will represent the Working Group at the Policy Board meetings.

4.1.11. In the absence of the nominated Chair, the members of the Group can agree by simple voting majority the Chair for that particular meeting.

4.1.12. All decisions of the Working Group (providing they are quorate) are subject to a simple voting majority of all Partners present. In the event of a tie the Chair will hold the casting vote.

4.1.13. For the avoidance of doubt, nothing in the terms of this Agreement shall prevent any Party from exercising any of its functions.

4.2. Financial Rules

4.2.1. The Policy Board will agree the devolved budget of the Working Group. It will also agree financial rules and protocols relating to the Working Group which will maximise the Partnership’s impact on local and national agreed targets.

4.2.2. For the avoidance of any doubt the Working Group shall adhere to the following policy on budgets, financial accountability and decision making:

- The Working Group will have a devolved budget which is set by the Policy Board each year. The Policy Board will also set a limit on the budgetary value of any variations the Working Group can make to the approved annual programme of work.

- Prior to the start of each financial year, the Working Group will submit its proposed annual programme of work to the Policy Board, together with supporting business cases. Following Board approval, the Working Group will be responsible for delivering the programme on time and to budget.

- The Working Group can make programme variations without recourse to the Policy Board, so long as the value of each variation does not exceed the devolved budgetary limits. Variations that do exceed these limits must be submitted to the Policy Board for prior approval. All variations must comply with the approved assessment and prioritisation criteria. All variations should be reported, for information, to the next Policy Board meeting.

- The Partnership Treasurer will monitor Working Group’s costs monthly and report to the Policy Board.

4.2.3. The Working Group shall keep under review the consistency and appropriateness of accounting policies within its sphere of influence. This is especially in relation to:
• The extent to which the financial statements are affected by policy decisions;

• Devolved budgets;

• The clarity of disclosures;

• Significant adjustments resulting from any audit;

• Compliance with accounting standards;

• Compliance with legal requirements;

• Review of the policies and process for identifying and assessing business risks and the management of those risks by the Partnership.

5. Freedom of Information

5.1. All Partners are public bodies for the purposes of the Freedom of Information (FOI) Act 2000. Any enquiry under FOI to the Safer Roads Project Office will receive a direct response within the timescales dictated by the Act, after consultation with Partners where appropriate, as if it were a separate body.