



## **ONESOURCE JOINT COMMITTEE AGENDA**

<b>10.00 am</b>	<b>Friday 22 January 2016</b>	<b>Town Hall, Main Road, Romford</b>
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**COUNCILLORS: 6 QUORUM: 3**

### **LONDON BOROUGH OF HAVERING**

Councillor Ron Ower  
Councillor Melvin Wallace  
Councillor Damian White

### **LONDON BOROUGH OF NEWHAM**

Councillor Lester Hudson  
Councillor Forhad Hussain  
Councillor Ellie Robinson

**For information about the meeting please contact:  
Andrew Beesley, Committee Administration Manager  
[andrew.beesley@onesource.co.uk](mailto:andrew.beesley@onesource.co.uk)**

# NOTES ABOUT THE MEETING

## 1. HEALTH AND SAFETY

The Joint Committee is committed to protecting the health and safety of everyone who attends its meetings.

At the beginning of the meeting, there will be an announcement about what you should do if there is an emergency during its course. **For your own safety and that of others at the meeting, please comply with any instructions given to you about evacuation of the building, or any other safety related matters.**

## 2. MOBILE COMMUNICATIONS DEVICES

Although mobile phones, pagers and other such devices are an essential part of many people's lives, their use during a meeting can be disruptive and a nuisance. Everyone attending is asked therefore to ensure that any device is switched to silent operation or switched off completely.

## 3. CONDUCT AT THE MEETING

Although members of the public are welcome to attend meetings of the Joint Committee, they have no right to speak at them. Seating for the public is, however, limited and the Joint Committee cannot guarantee that everyone who wants to be present in the meeting room can be accommodated. When it is known in advance that there is likely to be particular public interest in an item the Joint Committee will endeavour to provide an overspill room in which, by use of television links, members of the public will be able to see and hear most of the proceedings.

The Chairman of the meeting has discretion, however, to invite members of the public to ask questions or to respond to points raised by Members. Those who wish to do that may find it helpful to advise the Clerk before the meeting so that the Chairman is aware that someone wishes to ask a question.

**PLEASE REMEMBER THAT THE CHAIRMAN MAY REQUIRE ANYONE WHO ACTS IN A DISRUPTIVE MANNER TO LEAVE THE MEETING AND THAT THE MEETING MAY BE ADJOURNED IF NECESSARY WHILE THAT IS ARRANGED.**

If you need to leave the meeting before its end, please remember that others present have the right to listen to the proceedings without disruption. Please leave quietly and do not engage others in conversation until you have left the meeting room.

## **AGENDA ITEMS**

### **1 ANNOUNCEMENTS**

On behalf of the Chairman, there will be an announcement about the arrangements in case of fire or other events that might require the meeting room or building's evacuation.

### **2 APOLOGIES FOR ABSENCE**

(if any)

### **3 DISCLOSURES OF PERSONAL OR PECUNIARY INTERESTS**

Members are invited to disclose any pecuniary interests in any of the items on the agenda at this point of the meeting. Members may still disclose a pecuniary interest in an item at any time prior to the consideration of the matter.

### **4 MINUTES** (Pages 1 - 4)

To approve as a correct record the minutes of the meetings of the Joint Committee held on 23 October 2015, and to authorise the Chairman to sign them.

### **5 JOINT COMMITTEE SCHEME OF DELEGATION TO OFFICERS** (Pages 5 - 78)

### **6 LONDON BOROUGH OF BEXLEY JOINING THE ONESOURCE JOINT COMMITTEE** (Pages 79 - 134)

### **7 ONESOURCE FORECAST FINANCIAL POSITION AS AT NOVEMBER 2015** (Pages 135 - 142)

### **8 DATE OF NEXT MEETING**

The date of the next meeting of the oneSource Joint Committee is 3 February (Havering Town Hall). The Joint Committee is also scheduled to meet on 19 February (Newham Dockside).

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**MINUTES OF A  
ONESOURCE JOINT  
COMMITTEE MEETING  
Havering Town Hall, Main  
Road, Romford  
Friday, 23 October 2015  
(10.00 - 10.40 am)**

**Present:**

Councillors Ron Ower (Chair), Lester Hudson, Forhad Hussain, Melvin Wallace and Damian White were present.

An apology for absence was received for Councillor Ellie Robinson.

There were no disclosures of pecuniary interest.

An announcement was made explaining the evacuation procedures in the event of an emergency.

**11 MINUTES**

The minutes of the meetings of the Joint Committee which took place on 26 June and 28 August 2015 were agreed as a correct record and signed by the Chairman.

**12 ONESOURCE FORECAST FINANCIAL POSITION AS AT AUGUST 2015**

Members were provided with a report which updated the position in respect of 3 of the 4 oneSource Key Performance Indicators (oKPIs).

With regards to oKPI2 – savings achievements, the report informed Members that the oneSource forecast financial position at August 2015 (period 5 reporting) showed a projected overspend of £898k. This had been largely due to delays in implementing service review recommendations and associated service restructures.

It was explained that the suspension of the Delphi programme (One Oracle implementation in Newham) had also significantly contributed to the delay, especially in relation to Finance, Exchequer and Transactional Services and Strategic and Operational HR. These services had shown a combined pressure in the region of £700k, which could not be fully realised until processes were aligned and rationalised, allowing reductions in staffing requirements. Officers commented that savings in management costs had been made where possible as had other one-off savings.

Concerning oKPI 3 – percentage of Council Tax collected, it was reported that the rate of collection in Havering throughout the first six months of the year remained comparable to that achieved over the same period last year and was slightly ahead as at the end of September, at 58.40%. It was also noted that Newham had achieved an outturn of 52.79% in September, an increase of 0.54% compared to last year.

With regards to oKPI 4 - percentage of National Non-Domestic Rates (NNDR) collected, Havering was ahead of its profiled target of 59.09%. It was noted that NNDR collection had performed slightly lower at a rate of 60.29% for Newham in comparison to the collection rate of 61.77% for the same period last year. It was explained however that the recent inclusion of the Olympic stadium, for which payments were not due until October 2015, had increased the overall collectible debit and therefore to some degree had distorted the collection rate.

Members voiced their concern at the projected overspend of £898k and sought assurances from officers that the savings target for Year 2 would be met. Officers stressed that savings targets for Year 2 would be met and that the projected overspend was largely due to the delay in delivering the one Oracle system in Newham. The consequence of the delay had slowed the integration of services across both boroughs, which were now being progressed.

It was agreed that members of the Joint Committee would receive monthly updates on progress towards reaching the Year 2 savings targets.

The Joint Committee Noted the: -

- oneSource key performance indicators (KPIs);
- current oneSource forecast outturn position.

## **13 CUSTOMER SATISFACTION WITH ONESOURCE SERVICES**

The report updated Members on performance relating to oKPI 3 – customer satisfaction with oneSource services.

It was explained that performance in this area was reported to the Joint Committee every six months after quarter 2 and 4, and that the indicator was collected by an electronic survey campaign which was undertaken biannually.

A challenging 80% customer satisfaction target has been set for oneSource to exceed in 2015/16. For September 2015, combined customer satisfaction increased to 75.82%, rising by 5.82% since the previous survey was conducted in January 2015.

Members noted that individually, customer satisfaction with the service received was 78% from Havering customers, 69% from Newham customers and 81% from oneSource customers. It was report that the best performing services were Internal Audit and Counter Fraud (83%), Procurement (83%) and Human Resources & Organisational Development (85%).

The performance results demonstrated that oneSource had made significant improvements to the delivery of its services but still needed to do more to meet its target. Officers suggested that there needed to be a greater focus setting satisfaction targets which struck a balance between managing service user expectations with the resources available within oneSource.

A member of the Joint Committee voiced concerns that sufficient resources weren't available in a oneSource service area to assist with operations in another service areas in Havering Council. Officers agreed to discuss the matter outside of the meeting.

The Joint Committee Noted the oneSource customer satisfaction key performance indicator (KPI).

#### **14      ADDITIONAL SAVINGS TARGETS - 2016/17 - 2018/19**

Members were informed that since the business case for oneSource was originally developed, the financial challenges facing Havering and Newham Councils had continued to increase. As the level of funding available to the councils reduced and contract, it was appropriate that the back office contribute further to the savings required, in order to continue to protect front facing services.

Officers suggested that a higher level of savings would be delivered as oneSource services and processes are harmonised across the two councils, and to reflect the general reduction in the overall scale of operations across the authorities. Consequently, both Section 151 Officers had included within their budget strategies additional savings requirements from oneSource.

It was proposed, therefore, that oneSource be asked to deliver additional savings totalling £3.5m per annum by 2018/19 as part of both partner authorities' budget strategies. Officers commented that both Havering and Newham Councils, in consultation with oneSource, would need to develop a strategic approach on how those savings could be achieved.

The Joint Committee Noted the report and that a further report would be brought to the February meeting outlining potential options for delivering the further savings required by both councils.

15     **BUSINESS DEVELOPMENT OPPORTUNITIES**

Members noted the verbal update on potential business opportunities connected with the expansion of oneSource and were encouraged by the expressions of interest shown by other local authorities in the services which oneSource delivers

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**Chairman**





<b>ONESOURCE JOINT COMMITTEE</b>	<b>22 January 2016</b>
<b>Subject Heading:</b>	<b>Joint Committee Scheme of Delegation to Officers</b>
<b>Report Author and contact details:</b>	<b>Daniel Fenwick, Director of Legal &amp; Governance Daniel.fenwick@onesource.co.uk</b>
<b>Financial summary:</b>	<b>Nil</b>
<b>Is this a Key Decision?</b>	<b>Not Applicable</b>

## SUMMARY

This report seeks the committee's approval for the attached consolidated Scheme of Delegation to Officers. This follows on from the decisions of both Councils in 2015 to updates the delegation of powers to the Joint Committees.

## RECOMMENDATIONS

For the reasons set out in this report, the Joint Committee is asked to agree the Scheme of Delegation at Appendix A.

## REPORT DETAIL

### 1. Background

- 1.1 The oneSource model is to delegate the powers to operate the shared services from both authorities to the Joint Committee. The Joint Committee then agrees a Scheme of Delegation of those powers to senior officers working for oneSource. Where further delegation of powers to frontline services is required, the Managing Director and Directors agree their own schemes of delegation.

- 1.2 This ensures the exercise of services as close to the point of delivery as possible and those officers exercising statutory powers have the necessary delegated authority to do so.
- 1.3 Prior to the implementation of oneSource in April 2014, both Havering and Newham Councils delegated a range of functions to the oneSource Joint Committee. The schedules of functions were essentially cut and pasted from the Councils' Schemes of Delegation.
- 1.4 These arrangements have worked satisfactorily in the short term but are in need of updating to reflect the lessons learned from almost 2 years of operation. In particular, the lack of a consolidated scheme of delegation meant officers had to check both schemes to make decisions that were to the benefit of both authorities. It will also make the integration of Bexley's delegated functions simpler. Both councils have updated their delegations to this Committee as follows:

<b>Authority</b>	<b>Meeting</b>
Approval for the delegation of the scheme of executive functions to the oneSource Joint Committee	Havering Cabinet 8 July 2015 Newham Cabinet, 23 July 2015
Approval for the delegation of the scheme of non-executive functions to the oneSource Joint Committee	Havering Council, 15 July 2015 Newham Council, 21 September 2015

## **2. Proposal**

- 2.1 As a result the attached Scheme of Delegation has been drafted that consolidates the delegation of powers into a single Scheme for clarity of use, which will enable oneSource to operate more efficiently and effectively.
- 2.2 The Committee should note, however, that:
- 2.2.1 The extent of the delegations to officers is limited to the powers delegated to the Committee.
- 2.2.2 Where appropriate for a director of an operational service, the Scheme is worded so that all the functions delegated to the Joint Committee and delegated to the relevant Director for simplicity and brevity. As stated at 2.2.1, these powers can go no further than the powers delegated to the Joint Committee.
- 2.2.3 Key strategic oversight powers are retained by the Committee
- 2.3 The Scheme operates by dividing oneSource officers by tiers of seniority, for example Level A officers are the Managing Director and Directors. Broader and more significant powers are delegated to more senior officers. Lower level officers

have more limited powers or have powers in the absence of higher level officers. Where possible the Scheme deliberately does not use specific post titles or service areas as these can regularly change and potentially render the delegations invalid.

- 2.4 The Managing Director and Directors are able to further delegate their powers, via a directorate Scheme of Delegation to specific posts or grades. This enables frontline managers and officers to have authorisation for the operational powers they need to undertake their work. It is expected that all Directors then prepare their own Scheme of Delegation, which will be provided to the Monitoring Officer and are publicly available.
- 2.5 To ensure that gaps do not arise in the absence of officers with delegated authority, the Scheme provides that:
  - 2.5.1 The managing director can exercise all powers delegated to other officers.
  - 2.5.2 The Managing Director can nominate a deputy at any time, and
  - 2.5.3 Senior officers can always exercise the powers delegated to lower tier officers.
- 2.6 The Committee should note that as the delegating body it can still exercise powers it has delegated to officers.

<b>REASONS AND OPTIONS</b>
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- 3. To ensure the effective and lawful operation of oneSource activities, it is essential that the Joint Committee agree a Scheme of Delegation to officers.
- 4. **Reasons for the decision:**
  - 4.1 The Scheme of Delegation must be approved by the Joint Committee as the body delegating powers.
- 5. **Other options considered:**
  - 5.1 If no scheme was agreed, then the current complex situation will continue. The Scheme will be kept under review and any necessary changes proposed. Most powers relate to operational decisions and so are best delegated to officers.

## IMPLICATIONS AND RISKS

### 6. Financial implications and risks

- 6.1 There are no financial implications to the proposals. Decisions are still subject to the financial and other regulations of participating authorities.

### 7. Legal implications and risks

- 7.1 The Joint Committee has statutory power to delegate its functions to officers.
- 7.2 For non-executive powers, Under Section 101(5) of the Local Government Act 1972 two or more authorities may discharge any of their functions by a joint committee of their functions by a joint committee of theirs. This empowers the Councils to delegate non-executive powers to the Joint Committee and s.101 also provides that the Joint Committee may delegate powers to officers.
- 7.3 For executive powers, section 9EB of the Local Government Act 2000 (as amended) and Regulation 11 of the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012 provide the power to delegate executive functions to a joint committee set up under section 101(5) of the Local Government Act 1972. Regulation 11(8) provides that a Joint Committee may arrange for the discharge of any of its function by an officer of one of the authorities concerned.
- 7.4 For information, most of the functions delegated are executive powers and the Scheme will be kept under review. If additional powers are required to carry out oneSource functions, they must be first delegated from the two authorities.

### Human Resources implications and risks:

The Scheme of Delegation ensures officers have the necessary statutory authority to carry out their jobs.

### Equalities implications and risks:

There are no direct equalities implications of this decision.

## BACKGROUND PAPERS

None

**APPENDICES**

A – Proposed Joint Committee Scheme of Delegation to Officers for approval

B – LB Newham Delegation of Powers to Joint Committee (2015)

C – LB Havering Delegation of Powers to Joint Committee (2015)

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# ONESOURCE JOINT COMMITTEE

## SCHEME OF DELEGATION

### 1. Introduction

- 1.1. On 1 April 2014, the London Boroughs of Newham & Havering established a joint committee under s.101 [5) of the Local Government Act 1972 for the discharge of various executive and non-executive functions of each authority via shared arrangements
- 1.2. This is the scheme of delegation to officers from the oneSource Joint Committee of the participating authorities agreed on 22 January 2016 (subject to agreement) following the delegation of powers to the Joint Committee by the participating authorities as follows:

Authority	Meeting
Approval for the delegation of the scheme of executive functions to the oneSource Joint Committee	Havering Cabinet 8 July 2015 Newham Cabinet, 23 July 2015
Approval for the delegation of the scheme of non-executive functions to the oneSource Joint Committee	Havering Council, 15 July 2015 Newham Council, 21 September 2015

- 1.3. As and when additional functions are delegated to the Joint Committee, whether by Newham and/or Havering or an additional participating council, this Scheme will be amended where required following a decision of the Joint Committee.
- 1.4. This Scheme does not form part of any participating council's Constitutions but will be published on each participating council's website.

### 2. Definitions

Term	Definition
<i>Joint Committee</i>	The Joint Committee of the participating authorities of oneSource.
<i>participating council</i>	Any local authority which is a member of the Joint Committee which may delegate functions to the Joint Committee

<i>officer</i>	An officer of any participating council
<i>oneSource</i>	Officers and services of a participating council falling within the management structure and portfolio of services in oneSource
<i>Scheme</i>	This Scheme of Delegation
<i>Managing Director</i>	The Managing Director of oneSource / the senior management post in oneSource

### 3. Scope

- 3.1. This Scheme applies to all services and officers without exception. The Scheme is additional to any powers delegated to officers:
- 3.1.1. in a participating council's Constitution, Scheme of Delegation or otherwise
- 3.1.2. by virtue of holding a statutory office, e.g. monitoring officer
- 3.1.3. by an express delegation of a participating council to an officer
- 3.1.4. through an agreement under s.113 of the Local Government Act 1972 or any other secondment agreement.

### 4. Variations

- 4.1. Delegations to the Joint Committee can only be agreed by the participating council's executive or council [depending on whether the functions delegated and to be varied are executive or non-executive functions].
- 4.2. The Joint Committee may vary the delegations in this Scheme.
- 4.3. The Managing Director may vary the delegations in this Scheme for operational reasons or to reflect changes to the oneSource officer structure but any variations that are intended to be permanent must be agreed by the Joint Committee.

### 5. Schedule of Designations

- 5.1. The Scheme delegates powers to officers in accordance with the following designations.

Level	Category	Current Posts	Power to further delegate functions
A	Managing Director, Directors, officers reporting to the Managing Director	[list current posts]	Yes
B	Officers reporting to a level A officer	[list current posts]	Yes
C	Officers reporting to a level B officer	[list current posts]	Yes



- 5.2. Each post title will include any successor post title that is responsible for any or all of the services delivered by the previous post title.
- 5.3. The **Managing Director** may exercise any of the powers delegated to officers in this Scheme and / or may delegate any of the powers delegated to officers in this Scheme to any officer, save where prohibited by law and in accordance with the requirements below.
- 5.4. **Level A-C officers** may exercise the powers delegated to officers at a lower category within their Directorate or service.
- 5.5. Additionally, in the absence, for whatever reason, of an officer with delegated powers under this Scheme, his/her powers may be exercised in the following order by:
  - 5.5.1. any officer designated to perform the duties of the absent post holder;
  - 5.5.2. their line manager;

## **6. Officer Powers to Delegate**

- 6.1. **Level A and B officers** should further delegate their powers under this Scheme to any officers within their Directorate/Service (a Level B officer's Scheme of Delegation must be consistent with a Level A officers Scheme of Delegation relating to the same powers).
- 6.2. Any further delegations exercised by oneSource officers must be:
  - 6.2.1. Set out in a directorate scheme of delegation [template at Appendix B] or
  - 6.2.2. Set out in writing [this may include emails or other electronic communication].
- 6.3. All directorate schemes of delegation or individual delegations must be notified to the Managing Director and Director of Legal & Governance.
- 6.4. The Managing Director may nominate in writing a Level A officer as their deputy in his/her absence.

## **7. General Delegation to Officers**

- 7.1. In addition to any specific delegation in the Scheme, the Committee delegates to all Level A and B officers all the powers necessary to enable them to ensure the operational delivery of services within their responsibility.

## **8. Urgency**

- 8.1. The Joint Committee delegates power to the Managing Director to exercise any of its decision making powers if a decision is required before the next scheduled meeting of the Joint Committee and the decision is required for one or more of the following circumstances apply;
  - 8.1.1. To manage or avoid financial or legal risk to one or more of the participating authorities.
  - 8.1.2. For health and safety reasons
  - 8.1.3. Any other reason agreed by the Chair of the Joint Committee

- 8.2. The decision must be made following consultation with the Chair of the Joint Committee and reported for information to the next convenient meeting of the Joint Committee.

- 9. **Governance**

- 9.1. Delegated decisions must be made in accordance with a participating Council's constitutional requirements including but not limited to access to information, procurement rules and financial procedures, except for any express delegations made to the Joint Committee by participating authorities.
- 9.2. In the interests of all participating authorities and good governance, oneSource will always seek to align decision making processes and timetables of each authority when making a decision that affects more than one authority

- 10. **Publication of Officer Decisions**

- 11. Decisions with a value over £50,000 must be published in accordance with the participating Council's procedures for the publication of executive decisions made by officers.

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## Appendix A: Joint Committee Schedule of Delegated Powers

This table sets out the delegations to the levels of officers in accordance with this scheme.

Unless where stated or where a power relates to general management functions, delegations to officers are limited to their directorate or service.

Delegated powers are primarily delegated to an officer at the First Level but can also be exercised by an officer at second level where they fall within the services or areas of responsibility. .

In accordance with section 6.1 above, Level A or B officers should agree directorate/service Schemes of Delegation to ensure sufficient powers are delegated to Level C and lower level officers to ensure the effective delivery of operational services.

All references to policies and procedures in this Scheme are to be read as references to the policies and procedures of the participating Council, where not specified or except where stated.

	Delegated Power	First Level	Second level
	<b>STRATEGIC MANAGEMENT</b>		
A1	To have overall responsibility for the provision to the participating Councils of the shared services	Managing Director	
A2	To consider and approve the annual report of the activities performance and finances of the shared services operation	None. Retained by Joint Committee	Managing Director [in cases of urgency only]
A3	To consider and approve the annual service plan for each shared service	None. Retained by Joint Committee	Managing Director [in cases of urgency only]
A4	To determine the strategic direction of the shared services operation	None. Retained by Joint Committee	Managing Director [in cases of urgency only]

	Delegated Power	First Level	Second level
A5	To determine any strategic issue referred to it by the Managing Director	Not Applicable	
A6	To advise the participating Councils what financial resources are required for the delivery of the shared services operation for three financial years ahead from the current financial year	None. Retained by Joint Committee	Managing Director [in cases of urgency only]
A7	To consider and approve the internal budget for the shared services operation within the overall financial constraints set by the participating Councils and to make representation to the Councils on the consequences of those restraints as appropriate.	None. Retained by Joint Committee	Managing Director [in cases of urgency only]
A8	To oversee the delivery of programmes agreed by participating authorities	Managing Director	Level A
A9	Agreeing provision of goods, materials or services to another body or person, provision of staff under S112 and S113 of the Local Government Act 1972 (or such other provision as may permit sharing of resources between public authorities) and deciding on the charges levied for such provision	For contract values over £500,000 – Joint Committee  For contract values up to £500,000 – Managing Director	Directors – contract value up to £100,000
	<b>FINANCE [delegations to officers in Finance Directorates except where stated]</b>		
B1.	Advice on revenue and capital budgets of the participating Council, including the Housing Revenue Account and advising on housing rent levels.	Level A	Level B
B2.	Monitoring the revenue and capital budgets of the participating Council, including the Housing Revenue Account.	Level A	Level B
B3.	To maintain relevant statutory accounts and registers in respect of the participating council's financial arrangements as prescribed in the financial regulations.	Level A	Level B
	<b>Council Tax, Business Rates &amp; BID levy</b>		
B4.	Exercise of all of a participating Council's powers and duties in respect of the administration, collection and recovery Council tax and non-domestic rates.	Level A	Level B
B5.	Exercise of a participating Council's powers and duties in respect of the administration of	Level A	Level B

	Delegated Power	First Level	Second level
	housing benefit.		
B6.	Exercise of the participating council's functions in relation to the administration, collection and recovery of the levy for a Business Improvement District under the Local Government Act 2000.	Level A	Level B
	<b>Debt Recovery</b>		
B7.	All powers and duties relating to the recovery of debts owed to the Council, including for council tax and no-domestic rates.	Level A	Level B
B8.	All powers to write off sums which are deemed irrecoverable pursuant to financial procedures except Council Tax and Business Rates	Level A & B [all directorates relating to their debts]	
B9.	All powers to write off Council Tax and Business Rates debts are deemed irrecoverable pursuant to financial procedures.	Level A & B	
	<b>Loan Management &amp; Treasury Management</b>		
B10.	Manage the participating councils' loan debt (including borrowing, investing or lending money on the behalf of the Authority), investments, and temporary investments, and pension fund, insurance fund, act as registrar of loan instruments, manage all banking arrangements including numbers and types of accounts at all times subject to compliance to the financial procedures, Treasury Management Policy Statement and borrowing limits and Prudential Code.	Level A	Level B
B11.	Approving all loans in accordance with the participating council's financial regulations and procedures	Level A	Level B
B12.	Prepare, propose and implement a treasury management policy statement, annual strategies pursuant to the participating councils' financial regulations and procedures.	Level A	Level B
	<b>General Financial Powers [All Directorates]</b>		
B13.	To undertake all other financial matters for the participating Council in accordance with the financial procedures of the participating council and professional accounting standards and	Level A, B & C	

	Delegated Power	First Level	Second level
	the authority to incur expenditure approved by the participating Council or the Cabinet [or as provided by this Scheme of Delegation] as appropriate pursuant to limits stipulated in the financial procedures or otherwise and excluding statutory functions retained by the s.151 officer.	[all services]	
B14.	To incur expenditure within the revenue and capital budgets for the relevant service in oneSource as approved by the participating Council, subject to any ICT variation permitted by the participating council's contract and financial procedure rules.	Level A, B & C [all services]	
B15.	After consultation with the relevant Cabinet Member to apply for, accept and manage grants and other external funding up to a financial limit of up to £500k.	Level A	
B16.	To authorise the making of ex gratia payments [or grant of any other benefit] under s.92 of the Local Government Act 2000 [on recommendation by local government ombudsman]	Level A	
	<b>Procurement</b>		
B17.	To approve commencement of a tendering process for all contracts up to £500k.	Managing Director up to £500,000	Level A up to £100K
B18.	Power to obtain quotes, to provide tender documents and specifications, invite tenders, evaluate tenders (PQQ) and make recommendations to award tender or select contractors using available frameworks in compliance with the participating council's procedure rules	Level A	Level B
B19.	Power to approve contractual documents up to the values stated in the financial procedures including contractual extensions and renewals, amendments or variations to contracts	Level A to C	
B20.	Power to refer contracts to arbitration, to terminate contracts, withhold payments and enforce contract terms pursuant to financial procedures.	Level A	Level B
B21.	To award contracts on behalf of participating councils	Over £500,000 retained by Committee  Up to £500,000 – Managing Director	

	Delegated Power	First Level	Second level
		Up to £100,000 – Level A.	
B22.	To sign contracts on behalf of the participating council's which do not require sealing	Level A & B	
B23.	Authorising or approving purchase orders and payments pursuant to the limits set out in the financial procedures.	Level A & B	
B24.	To make or enter into leasing arrangements for vehicles, plant and equipment.	Level A, B & C	
	<b>Audit &amp; Insurance [Finance Directorate only]</b>		
B25.	To manage insurance claims against the participating Council including the power to: To instruct insurers [and their solicitors] to defend claims and, upon their advice, to negotiate and settle insurance claims up to limits provided for in the financial procedures	Level A	Level B (& manager responsible for insurance)_
B26.	To make provision for insurance in respect of the participating Councils functions, premises, property, employees, Members and third parties including self-insurance and the selecting of and accepting of tenders for insurance cover and related services which are considered to be best value.	Level A	Level B
B27.	To approve indemnities to officers/members including insurance cover within any existing policy of the participating council [including the agreement of the s.151 and / or monitoring officer where required by the participating council]	Level A	Level B
B28.	To authorise activities under the Regulation of Investigatory Powers Act 2000 in relation to oneSource services [subject to training]	Level A & B	
B29.	Acting as participating council's reporting officer to the National Criminal Intelligence Service under the Proceeds of Crime Act.	Level A & B	
	<b>Fees &amp; Charges</b>		
B30.	To implement and collect approved fees, charges, rents etc.	Level A	Level B

	Delegated Power	First Level	Second level
B31.	To set and collect statutory fees and charges for services where the fee/charge is levied under a statutory obligation to do so.	Level A	Level B
	<b>Pensions</b>		
B32.	The administration of the pension fund of the participating council including the outsourcing of services and borrowing, investing or lending money on the behalf of the Authority.	Level A	Level B & C
B33.	To exercise discretionary and appeal powers delegated to the Pensions Panel	Level A [finance, legal and human resources]	Level B & C [as substitute members]
B34.	To exercise of all pension powers delegated to officers other than those delegated to the Pensions Panel	Level A	Level B & C
B35.	To make direct investments in local infrastructure assets as part of the Pension Fund local infrastructure portfolio after consultation (and in accordance with the direction of the Pensions Committee) with the Chair of the relevant committee.	Level A & B	
B36.	To agree early retirements granted by any school governing body with delegated powers to do so and to make discretionary severance payments in accordance with regulations and guidelines for making such payments to non- school based staff	Level A	Level B
	<b>LEGAL &amp; GOVERNANCE</b>		
	<b>Legal Proceedings: General [Legal Officers only unless specified]</b>		
C1.	To take any action to commence and / or conduct any civil or criminal proceedings on behalf of a participating council, including but not limited to the instruction of counsel or expert witnesses, any action in respect of any appeal stage or any alternative dispute resolution, mediation or other form of negotiation.	Level A	Level B & C
C2.	To institute proceedings under s.222 of the Local Government Act 1972 on behalf of a participating council and to take any action to represent the authority in those proceedings	Level A	Level B & C
C3.	To settle claims in proceedings commenced or about to be commenced against a participating Council in a court or tribunal up to a limit of £250,000 settlement value if in	Level A	Level B



	Delegated Power	First Level	Second level
	<b>accordance with client officer instructions</b> and in consultation with the s.151 officer.	Managing Director	Level C up to £100,000 Senior Lawyer up to £50,000
C4.	To agree the settlement of claims where the value of the settlement exceeds £250,000 <b><u>with the approval of the relevant individual Cabinet Member</u></b> unless the decision is required to be made immediately before, at, or during a hearing in which case the decision maker must report to the relevant Cabinet member for information.	Level A Managing Director	Level B up to £500,000
C5.	To take any step to sign, serve, publish, advertise and receive notices and documents on behalf of the participating council in accordance with any statutory or other legal requirement.	Level A, B & C	Senior Lawyer, Lawyer, Legal Officer.
C6.	To serve requisitions for information and other documents to enable the participating council to receive information in the pursuance of legal proceedings.	Level A, B & C	Senior Lawyer
C7.	Where the issue of any document, notice or order will be a necessary step in legal proceedings on behalf of the participating council, to sign such document unless any enactment otherwise requires or unless the participating council has given the necessary authority to some other person for the purposes of such proceedings.	Level A, B & C	Senior Lawyer
C8.	To authorise participating council staff to represent the participating council in proceedings in the County Court of the County Courts Act 1984 and the Magistrates Court under Section 223 Local Government Act 1972.	Level A & B	
C9.	To amend the financial procedures in Financial and Contract Procedures specifically relating to EU contracts and occurring either due to exchange rate changes or EU directed amendments.	Level A & B	
C10.	To give notice, publish and take any necessary action in respect of Compulsory Purchase Orders under the Acquisition of Land Act 1981 or any other enabling legislation, and pay or recover compensation, home loss, disturbance, serve notices, reach agreement, accept undertakings, instruct the Services to issue notices, warrants for possession, redeem mortgages, and such functions and powers position to Compulsory Purchase (Vesting Declarations) Act 1981, and Compulsory Purchase Act 1965 and any other related legislation	Level A, B & C	Senior Lawyer, Lawyer [with planning or property experience]

	Delegated Power	First Level	Second level
	and Land Compensation Acts 1961 and 1973 but not confirming CPO's		
C11.	Signing Statements of Truth, providing witness statements and statutory declarations in respect of matters within their own knowledge and giving evidence in person on behalf of the Authority	Level A, B and C	Senior Lawyer, Lawyer & Legal Officer * *on own casework only
C12.	Administering cautions in any criminal proceedings.	Level A, B and C	Senior Lawyer
C13.	Applying for Confiscation Orders, restraint, Charging Orders, deduction of wages, injunctions, possession and any other appropriate orders in connection with all criminal legal proceedings initiated by the participating council	Level A, B and C	Senior Lawyer, Lawyer, Legal Officer
C14.	Institute and conduct proceedings, agree to any form of ADR in respect of collection of NNDR, Council Tax or other debt and other related enforcement action in respect of such options including attending creditor meetings, co-operating with administrators, trustees in bankruptcy, liquidators, receivers and exercising powers to seek administration, bankruptcy or liquidation in relation to debts owed to the participating council.	Level A [finance – in addition to Legal delegations]	Representation in court subject to C8 authorisation
C15.	Representing the participating council at Appeals Service Tribunals	Level A [finance – in addition to Legal delegations]	
C16.	Exercising the councils' functions and powers to administer cautions and administrative penalties with regard to benefit offences under the Social Security Fraud Act 2001.	Level A [finance – in addition to Legal delegations]	
C17.	Applying for communications data in accordance with the powers conferred by the Social Security Fraud Act 2001	Level A [finance – in addition to Legal delegations]	
C18.	Authorising a prosecution for fraud by an employee or third party in accordance with the Fraud Prosecution Policy.	Level A [finance – in addition to Legal delegations]	Level B [Audit only]
	<b>Authentication of Documents &amp; Notices etc.</b>		

	Delegated Power	First Level	Second level
C19.	Authorising/affixing the Authority's seal to deeds and other documents and sign any documents not requiring the authorities' seal.	Level A, B & C	Senior Lawyer
C20.	To prepare, approve and issue or serve all legal documentation.	Level A, B & C	Senior Lawyer
C21.	To certify as a true and correct record any documents in accordance with section 229 of the Local Government Act 1972.	Level A, B & C	Senior Lawyer
C22.	To authorise, serve or issue all statutory notices, approvals and licences under any enactment	Level A, B & C	Senior Lawyer
C23.	Making any application to apply a caution, withdrawing any caution, objecting to any caution, registering, or objecting to notice or interest or restriction, applying to upgrade any title.	Level A, B & C	Senior Lawyer
C24.	To register a notice and apply for a certificate under the Rights of Light Act 1959 Section 2.	Level A, B & C	Senior Lawyer
C25.	To publish notice of any intention to dispose of open space under the Local Government Act 1972 and The Town and Country Planning Act 1990. [see also Asset Management]	Level A, B & C	Senior Lawyer
C26.	To serve any notices and exercise any powers and duties including payment of compensation arising out of the participating council's ownership of land.	Level A, B & C	Senior Lawyer
C27.	All powers in relation to the registration of a participating council's land	Level A, B & C	Senior Lawyer
C28.	All legal powers in relation to right to buy applications and disposals.	Level A, B & C	Senior Lawyer
C29.	Serving notice on registered keeper of vehicle requiring information about the identity of driver person in charge of the vehicle in relation to any offence concerning the vehicle and to bring proceedings for failure to provide information.	Level A, B & C	Senior Lawyer
C30.	To authorise the taking of photocopies of material open for public inspection under a statutory requirement as permitted by copyright Designs & Patents Act 1984.	Level A, B & C	Senior Lawyer
C31.	Serving notices on occupiers of any land or premises requiring them to furnish information regarding details of all those with an interest in the land.	Level A, B & C	Senior Lawyer
	<b>Administration &amp; Governance</b>		
C32.	All powers and duties in relation to the administration of independent appeals on behalf of a	Level A & B	Level C [Democratic

	Delegated Power	First Level	Second level
	participating council.		Services officers only]
C33.	To appoint a Member of the participating council to fill a casual vacancy in any appointment to another organisation arising during the course of a municipal year following nomination by the Group of which the previous appointee is a Member	Level A	
C34.	To grant use of the participating council's coat of arms.	Level A Managing Director	
<b>D</b>	<b>ICT &amp; BUSINESS SYSTEMS [ICT officers except where stated]</b>		
D1.	To develop the participating council's e-government and t-government strategies	Level A	Level B
D2.	To develop the participating council's information systems, and information technology and e-government strategies	Level A	Level B
D3.	To develop the participating council's information and communications technology strategies including the supply, withdrawal, data protection, security and integrity of the systems to staff and members.	Level A	Level B
D4.	To supply connections and services to public sector partners and other organisations, provided that the integrity of the participating council's information systems is maintained.	Level A	Level B
D5.	Agreeing arrangements for the use of any spare capacity in any computers or associated equipment owned by the participating council under Section 38 of the Local Government (Miscellaneous Provisions) Act 1976	Level A Managing Director	Level B
D6.	Approving sales of computer software developed and owned by the participating council	Level A Managing Director	Level B
D7.	Agreeing policies procedures and standards relating to the security, integrity and accessibility for ICT infrastructure and systems	Level A	Level B
D8.	To develop and implement the participating council's information governance policies and protocols.	Level A	Level B

	Delegated Power	First Level	Second level
	<b>HUMAN RESOURCES [limited to HR service managers except where stated]</b>		
E1.	To develop and implement the participating Council's strategies for human resources, organisational development, remuneration and occupational health.	Level A	Level B & C
E2.	Implementing all human resources policies and procedures delegated to the Joint Committee	Level A, B & C	
E3.	To implement any binding decisions of recognised national negotiating bodies in respect of pay and terms and conditions of employment.	Level A	Level B
E4.	Subject to employment decisions reserved to members of the participating council, all powers to implement senior management restructures delegated to the Joint Committee.	Level A & B [All services] Managing Director	Level C
E5.	To amend HR policies where necessary in consequence of legislative, organisational or other changes that have no adverse financial effect.	Level A	
E6.	All powers and duties in relation to equality impact assessments for staff under s.149 of the Equality Act 2010.		
E7.	All powers and functions of the Authority as an employer under the Trade Union and Labour Relations (Consolidation) Act 1992	Level A & B	Level C
E8.	All powers in relation to redundancy and redundancy payments [excluding pension rights]	Level A, B & C	
E9.	All powers in relation to statutory sick pay and leave, incapacity and industrial injury, parental leave and reserve forces leave	Level A, B & C	
E10.	All participating council powers in relation to school teachers' pay and terms and conditions of employment.	Level A, B & C	
E11.	All powers in relation to attachment of earnings orders.	Level A, B & C	
E12.	All duties as an employer under TUPE Regulations 2006	Level A, B & C Managing Director	
E13.	Approving applications for specific staff monitoring where warranted under the participating council's policy and in accordance with the Information Commissioners Code.	Level A & B	
E14.	Payment of allowances in accordance with the "Croydon Scheme" to staff injured in the course of their duties	Level A & B	

	Delegated Power	First Level	Second level
E15.	To approve applications for leave for trade union conferences and training courses	Level A & B	
E16.	To approve payment of claims by employees for loss or damage to property and clothes	Level A & B	
E17.	To grant permission for employees to undertake outside work or duties.	Level A & B	
E18.	To approve honoraria payments	Level A & B	
	<b>ASSET MANAGEMENT [Asset Management Officers only unless where stated]</b>		
F1.	All powers and duties in relation to the strategic and operational management of a participating council's property portfolio.	Level A Managing Director	Level B & C
F2.	Prepare, propose and implement a Corporate Asset Management Plan and Corporate Property Strategy for the participating council's property assets.	Level A	Level B & C
F3.	To conduct preliminary negotiations, negotiate, agree and conclude all property matters including property valuations for all purposes.	Level A	Level B & C
F4.	To undertake marketing of any participating council property.	Level A	Level B
F5.	To instruct external property advisors, surveyors, auctioneers and consultants where necessary on property transactions.	Level A	Level B
F6.	To agree and incur reasonable pre-sale expenses up to a limit of £100,000 per transaction when disposing of property, such expenses to be offset against the capital receipts arising.	Level A	Level B
F7.	The disposal of any freehold or leasehold land where the capital value does not exceed the maximum amount delegated to officers in financial procedures.	Level A	Level B
F8.	The disposal of any land or property subject to a statutory requirement to do so.	Level A	Level B
F9.	The acquisition of freehold or leasehold land where the capital value does not exceed the maximum amount delegated to officers in financial procedures.	Level A	Level B
F10.	The disposal of assets other than land provided the best possible price is obtained.	Level A	Level B
F11.	The disposal of assets other than land with no value (NB this does not extend to disposals at nil value/peppercorn where the asset has a value).	Level A	Level B
F12.	Management, insurance and maintenance of all corporate property.	Level A	Level B

	Delegated Power	First Level	Second level
F13.	Applying for planning permission in respect of participating council owned land.	Level A	Level B
F14.	Entering into planning and highway agreements in respect of participating council owned land.	Level A	Level B
F15.	Serving notices to quit, notices seeking possession and tenants' notices; exercising any duty to compensate in respect of land matters or re-housing matters; enforcing covenants; serving notices relating to land and attendant procedures, and disposal of property left on land. Granting wayleaves and easements to and enter similar agreements with statutory undertakers and other bodies, extinguish rights of statutory undertakers and pay compensation.	Level A & B	Level B
F16.	Licensing of access works and demolition on participating council owned land and property.	Level A	Level B
F17.	To agree or request guarantee agreements, rent deposits, overriding leases, releases from covenants, to seek mortgagor's consent where required.	Level A	Level B
F18.	To publish notices of intention to dispose of open space.	Level A	Level B
F19.	To make applications to the court or tribunal and all attendant procedures upon matters relating to participating council land.	Level A	Level B
F20.	To carry out and conclude rent reviews or lease renewals.	Level A	Level B
F21.	To negotiate all relevant terms including payment of professional fees in respect of the letting and management of commercial premises and implement all agreements.	Level A	Level B
F22.	To exercise all powers and duties under the Landlord and Tenant Acts, this may be exercised by the participating council as landlord or tenant.	Level A	Level B
F23.	To propose alterations to the valuation list or raise objections to an proposed alterations or appeal against valuation decisions and to agree the settlement of all such matters.	Level A	Level B
F24.	To exercise all powers and duties of the participating council as landowner in relation to Compulsory Purchase matters.	Level A	Level B
F25.	To maintain the participating council's list of Assets of Community Value and to determine applications for inclusion on that list and in respect of appeals and all attendant procedures.	Level A	Level B
F26.	To maintain the participating council's register of land held by public bodies.	Level A	Level B
F27.	Management, maintenance, provision and hire of public halls and buildings owned/occupied by the participating council, including provision of security services.	Level A	Level B

	<b>Delegated Power</b>	<b>First Level</b>	<b>Second level</b>
F28.	To serve demands, place and enforce charges, appoint receivers or debt collection agencies, issue legal proceedings or any other enforcement or other action in relation to debts and interest thereon owed to the participating council.	Level A	Level B
F29.	To exercise all powers relating to Romford Market including granting and revoking licences and enforcing relevant byelaws (Havering only)	Level A	Level B
F30.	To exercise all powers and duties in relation to concessionary fares and similar schemes, including the taxicard scheme and to issue minibuses and other permits to appropriate organisations (Havering only).	Level A	Level B
F31.	Following notification to relevant ward members, to vary but not extend existing agreements for mobile phone masts at school sites in circumstances where installations are to be upgraded and lower emissions will result and to grant Landlord's consent (Havering only).	Level A	Level B



## Appendix B

### MODEL DIRECTORATE SCHEME OF DELEGATION

Post	Category	Delegations	Scheme of Delegation Reference	Delegating Officer

### SAMPLE INDIVIDUAL DELEGATION

Delegating Officer title

Delegate Officer title

Date

The following powers under the oneSource Scheme of Delegation are delegated to the above posts

Delegations	Scheme of Delegation Reference

*If the delegation is time limited or otherwise restricted – please state*

Delegated authority must be exercised in accordance with the oneSource Scheme of Delegation and any rules or requirements of a participating council.

SIGNED AND DATED

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## APPENDIX B

### PART 2 - NEWHAM

#### Delegation to Joint Committee

A	General	New JCD reference
A1	To have overall responsibility for the provision to the client Councils of the shared services	A1
A2	To consider and approve the annual report of the activities performance and finances of the shared services operation	A2
A3	To consider and approve the annual service plan for each shared service	A3
A4	To determine the strategic direction of the shared services operation	A4
A5	To determine any strategic issue referred to it by the Managing Director	A5
A6	To advise the client Councils what financial resources are desirable for the delivery of the shared services operation for three financial years ahead from the current financial year	A6
A7	To consider and approve the internal budget for the shared services operation within the overall financial constraints set by the client Councils and to make representation to the councils on the consequences of those restraints as appropriate.	A7
A8	To incur expenditure within the revenue and capital budgets as approved by the Joint Committee, or as otherwise approved, subject to any variation permitted by the Council's contract and financial procedure rules.	A8
A9	To oversee the delivery of programmes agreed by Council and Cabinet.	A10
A10	In consultation with the relevant Cabinet Member to apply for, accept and manage external funding up to a limit of £500,000 per grant in support of any function within their Directorate provided that any financial contributions by the Council are made from within existing budgets.	A11 Amended so delegation to officers limited to £500k. Unlimited delegation to Joint Committee
A11	To authorise the making of ex gratia payments up to the limit specified from time to time by the Director of Finance to individuals where the Local Government Ombudsman has recommended that such payment be made in local settlement of a complaint.	A13 Amended to refer to limits specified in Financial Procedures
A12	Granting authority to seek magistrates approval under RIPA in accordance with the agreed policy and guidance	A14 Amended now

<b>A</b>	<b>General</b>	<b>New JCD reference</b>
		included in wider delegated authority
A13	To approve commencement of a tendering process for all contracts above a total contract value of £156,000.	<b>B9</b> Value amended to that specified in Contract Standing Orders
A14	To award contracts with a total contract value of under £5,000,000.	<b>B10</b>
A15	To sign contracts on behalf of the Council which do not require sealing under paragraph 4 of Article 10 of this constitution.	<b>B11</b>
A16	Payment of allowances in accordance with the "Croydon Scheme" to staff injured in the course of their duties must be made in consultation with Head of Shared Services.	<b>A16</b> Titles of officer updated
A17	To approve applications for leave for trade union conferences and training courses in consultation with the Head of Shared Services.	<b>A17</b> Titles of officers updated
A18	To approve payment of claims by employees for loss or damage to property and clothes up to the limit specified from time to time by the Director of Finance otherwise payment must be made in consultation with the Group Director Resources.	<b>A18</b> Amended to limits specified by S151 officer and for Managing Director to approve above that limit
A19	To grant permission for employees to undertake outside work or duties whether paid or unpaid subject to there being no conflict of interest.	<b>A19</b>
A20	To approve honoraria payments in consultation with the service personnel manager.	<b>A20</b> Title of officer updated
A21	To approve commencement of a tendering process for, and to award all contracts below a total contract value of £156,000.	<b>B10</b> Duplicate of A13 above
A22	To sign contracts on behalf of the Council which do not require sealing under paragraph 4 of Article 10 of this constitution.	<b>B12</b> Duplicate of A15 above
A23	To incur expenditure within the revenue and capital budgets for the relevant service as approved by the Council, subject to any ICT variation permitted by the Council's contract and financial procedure rules.	<b>A9</b>

<b>A</b>	<b>General</b>	<b>New JCD reference</b>
A24	To implement any approved financial programme, including the authorisation of expenditure and procurement of goods and services.	<b>A21</b>
A25	To implement approved fees, charges, rents etc and to ensure that proper arrangements exist for their collection.	<b>B16</b>
A26	In consultation with the relevant Cabinet Member, to apply for, accept and manage external funding up to a limit of £250,000 per grant in support of any function within their service provided that any financial contributions by the Council are made from within existing budgets.	<b>Deleted</b>
A27	<p>Agreeing provision to another public body under the Local Government Goods and Services Act 1970 and provision of staff under S112 and S113 of the Local Government Act 1972 (or such other provision as may permit sharing of resources between public authorities) and deciding on the charges levied for such provision provided the decision will not incur additional costs or potential redundancy costs for LBN at the end of the arrangement. If there is a potential for additional costs for LBN as a result of the arrangement or redundancy costs arising to LBN the decision will require Mayoral approval. This delegation must be read in line with delegation B7.</p> <p>This power does not extend to setting up any Joint Committee or Joint Executive.</p> <p>NOTE Subject to insurance cover approval</p>	<p><b>A22</b></p> <p>Amended to include Havering (not previously delegated) and updated for cross reference to other paragraph</p>

<b>B</b>	<b>Finance (including Procurement)</b>	<b>New JCD reference</b>
B1	Setting statutory Fees and Charges for Services where the fee/charge is levied under a statutory obligation to do so. Note depending on impact this maybe an officer key decision	<b>B17</b>
B2	Setting Fees and Charges (other than those provided for in delegation G1 – provision to other public bodies) where no statutory fee is applicable provided that the Mayor (in consultation with the Cabinet) must approve the levying of the fee/charge in the first instance.	<b>Not delegated</b> Section 151 Officer

<b>B</b>	<b>Finance (including Procurement)</b>	<b>New JCD reference</b>
	NOTE depending on impact this may be an Officer key decision	
B3	Authorising or approving payments (not covered by A4(a) or B6). Save that the Council's policy on duplicate signatories must be complied with	<b>B4</b>
B4	Authorising payments in excess of the sum set out in delegation A4 above where the payment is due under a contract or binding Agreement, or operation of law provided the sum due is payable under the relevant instrument and the sum approved is within any limit set by the service for authorised officers to make payments. (See also B6)	<b>B4</b>
B5	Settling insurance claims – including claims for personal injury. Provided any settlement is on advice from Director with responsibility for Legal Services, Insurers and/or Director of Finance.	<b>B14</b>
B6	Writing off debts. Provided any write off must be in accordance with the Council's policy on write offs.	<b>B3</b>
B7	Making bids for external funding subject to any overall strategy approved by the Executive save where capital matched funding in excess of £500,000 outside the budget strategy shall be required from the Council or ongoing revenue spend in which case approval must be obtained from the Mayor before any bid is submitted (see Mayors Scheme of Delegation) Depending on impact or value this could be a key decision	<b>A11</b>
B8	Approving grants to voluntary organisations in accordance with the Authority's policies and budget provision under any relevant legal powers	<b>B12</b>
B9	Making arrangements under S.78 Charities Act 1993 to co-ordinate activities of the Council and any charity with similar or complementary purposes, etc.	<b>Delete Act repealed</b>
B10	Approving indemnities to officers or Members including insurance cover. Provided with the consent of the Director of Finance (as Chief Finance Officer) or Director of Legal (as Monitoring Officer) and is within the Council's agreed policy	<b>B15</b>
B11	Procurements from external sources, obtaining quotes, tendering contracts, authorising use of available frameworks, evaluating and selecting contractors provided any	<b>B8</b>

<b>B</b>	<b>Finance (including Procurement)</b>	<b>New JCD reference</b>
	<p>requirement to report to the Mayor for approval at any stage has been complied with. In consultation with the Director with responsibility for Procurement or the Head of Procurement.</p> <p>NOTE For procurement of consultants see delegation B9</p>	
B12	<p>Signing of contractual documents up to £250,000 provided in Council standard form or any variations have been approved by Legal Services or Procurement.</p> <p>Contracts over £250,000 must be executed under seal by the Director of Legal Services or his/her nominee or the requirement waived by Director with responsibility for Legal Services</p>	<b>B11</b>
B13	Approving extensions and renewals to contracts taking the total value above the original agreed value of the contract and notations including extensions of Contract Hire Agreements (subject to the Code of Procurement).	<b>B8</b>
B14	Approving amendments or variations to contracts which will have an impact on the value of the contract where the variation is in accordance with the original approval of the Contract	<b>B8</b>
B15	Referring contracts to Arbitration, terminating contracts, withholding payments, enforcing contract terms (including third party rights under Contracts (Rights of Third Parties) Act 1999) and serving notices in accordance with the contract conditions	<b>B8</b>
B16	To act upon and make decisions as a Pensions Panel consisting of the Director of Finance, Director of Internal Transactions, and Director of Legal & Governance for the purpose of Stage 2 appeals within the Internal Dispute Resolution Procedure Regulations and exercising other discretions within the Local Government Pension Scheme.	<b>B19</b> <b>Director of Internal Transactions now becomes Director of Exchequer and Transactional Services</b>
B17	Maintaining financial regulations	<b>Not Delegated</b>  <b>Section 151 Officer</b>
B18	Making amendments to risk management policy and strategy	<b>Not Delegated</b>

<b>B</b>	<b>Finance (including Procurement)</b>	<b>New JCD reference</b>
	with appropriate consultation with Audit Board.	<b>Section 151 Officer</b>
B19	Making appropriate arrangements for the use of banking services including accounts held jointly with others	<b>B5</b>
B20	Making provision for insurance in respect of the Council's functions, premises, property, employees, Members and third parties including self insurance	<b>B14</b>
B21	Dealing with any claims against the Council where the losses are insured including those below any excess and approve any settlements or other action in respect of such claims	<b>B14</b>
B22	Instructing the Councils Insurance providers with regard to defending any actions or threatened actions where the Council has insurance cover or is self insured.	<b>B14</b>
B23	Preparing, proposing, and implementing a treasury management policy statement, annual strategies (including an annual investment strategy) and plan for the year ahead and report at year close (for approval by Cabinet and Full Council).	<b>Not Delegated</b> <b>Section 151 Officer</b>
B24	Spending and maintaining reserves in accordance with prudential finance strategies	<b>Not Delegated</b> <b>Section 151 Officer</b>
B25	Borrowing, investing or lending money on behalf of the Authority in accordance with the Treasury Management Policy Statement, any borrowing limits and the Prudential Code. Including raising, varying, repaying loans, taking overdrafts, bonds and stock and arranging for investment of funds	<b>B5</b>
B26	Approving all loans or other financial assistance to Housing Associations/Register Social Landlords and fixing interest rates under the Housing Act in respect of any such advances	<b>Deleted</b>
B27	Maintaining relevant statutory accounts and registers in respect of the Council's financial arrangements including the maintenance of relevant separate accounts (capital and revenue) and any register of loans or loan investments	<b>B5</b>
B28	Suspending financial delegation to any school where there is a failure to comply with requirements of Financial Management under the School Standards and Framework Act 1992 (Section 51). (See also Operations Scheme of	<b>B21</b> <b>Act replaced by School Standards</b>



<b>B</b>	<b>Finance (including Procurement)</b>	<b>New JCD reference</b>
	Delegation)	and Framework Act 1998
B29	Applying for any subsidy due to the Council	<b>B5</b>
B30	Approving any incentive schemes in respect of management of the Council's housing stock including incentives for under occupation. (See also Executive Director of Operation's Scheme of Delegation)	<b>Not Delegated</b> <b>Section 151 Officer</b>
B31	Giving instructions to debt collection agencies agreeing to any form of ADR, issuing legal proceedings, applying for attachment of earnings orders, charging orders, bankruptcy and any other relevant enforcement action to recover any debt including attending creditors meetings, co-operating with administrators, trustees in bankruptcy, liquidators, receivers and exceeding powers to seek administration, bankruptcy or liquidation in relation to debts owed to the Council.	<b>B3</b>
B32	Serving statutory demands, placing and enforcing charges, recovering interest and expenses, appointing receivers, collecting interest and expenses in connection with any debt owed to the Council	<b>B3</b>
B33	To exercise the Council's discretion to release information where statutorily permitted to do so in respect of any debt owed to the Council	<b>B3</b>
B34	Agreeing any apportionment in respect of the expenses of the Coroners Service under the Coroners Act 1988	<b>Act repealed</b>
B35	Pay any expenses incurred by Electoral Registration Officer	<b>B23</b>
B36	Calculating the Council Tax Base and keeping on deposit a copy of the valuation list.	<b>Not Delegated</b> <b>Section 151 Officer</b>
B37	Levying and collecting Council Tax in respect of dwellings in the Council's area under the Local Government Finance Act 1992 (see also the Executive Director Customer Services Scheme of Delegation)	<b>B2</b>
B38	Instituting proceedings, agreeing to any form of ADR in respect of collection of NNDR or Council Tax and other related enforcement action in respect of such actions including attending creditors meetings, co-operating with administrators, trustees in bankruptcy, liquidators, receivers	<b>B2</b>

<b>B</b>	<b>Finance (including Procurement)</b>	<b>New JCD reference</b>
	and exercising powers to seek administration, bankruptcy or liquidation in relation to debts owed to the Council.	
B39	Power to levy discretionary discounts under Section 13A of the Local Government Finance Act 1992	<b>B1</b>
B40	To prepare, deposit, alter and give notice of any adopted non-domestic rating list under the Local Government Finance Act 1988	<b>B2</b>
B41	The administration, collection and recovery of non-domestic rates and exercise of powers and duties under Local Government Finance Act 1988	<b>B2</b>
B42	Providing relief from non-domestic rates under Sections 43, 45, 47 or 49 of the Local Government Finance Act 1988 as amended by Part 4 Localism Act 2011	<b>B2</b>
B43	Determining chargeable amounts payable by charities, non-profit making bodies, recreational clubs and societies and the exercise of any discretionary relief.	<b>B24</b>
B44	Exercise of the Council's functions in relation to any Business Improvement District under the Local Government Act 2000	<b>B2</b>
B45	Deciding applications for housing and council tax benefit including hardship payments and backdating including discretionary housing the calculation and recovery of over payments.	<b>B2</b>
B46	Determining whether landlords or agents are fit and proper to receive payment of benefit direct.	<b>B2</b>
B47	Revising decisions on claims for housing or council tax benefit.	<b>B2</b>
B48	Representing the Council at Appeals Service Tribunals	<b>B25</b>
B49	Proposing, adopting, implementing, and monitoring policies to tackle fraud including but not limited to Fraud Policy, Fraud Response Plan and Fraud Prosecution Policy, Annual and Strategic Internal Audit Plans, money laundering. Includes any relevant consultation with the Executive, Audit Board or Standards Advisory Committee	<b>Not Delegated</b> <b>Section 151 Officer</b>
B50	Exercising the Authority's functions and powers to administer cautions and administrative penalties with regard to benefit offences under the Social Security Fraud Act 2001.	<b>B26</b>

<b>B</b>	<b>Finance (including Procurement)</b>	<b>New JCD reference</b>
B51	Acting as Council's reporting officer to the National Criminal Intelligence Service under the Proceeds of Crime Act.	<b>A15</b>
B52	Authorising a prosecution for fraud by an employee or third party in accordance with the Fraud Prosecution Policy.	<b>B27</b>
B53	Applying for communications Data in accordance with the powers conferred by the Social Security Fraud Act 2001	<b>B26</b>
B54	All Decisions relating to the administration of the Superannuation Fund, crediting contributions, dividends and interest and realising and making investments, providing notices to members, arranging for periodical valuations, actuarial certificates and keeping audited accounts	<b>B20</b>
B55	To exercise all powers and duties of the Council as an employer in respect of contracted-out persons under the Pensions Schemes Act 1993	<b>B20</b>
B56	To make payments of remuneration or pension payable to an officer or pensioner of the Council, specified dependants or release permitted sums under the Local Government Act 1972 Sections 118 or 119. (See also Chief Executive's Scheme of Delegation)	<b>B19</b>
B57	Approval of any discretionary payments permitted by the Superannuation Act 1972. (See also the Chief Executive's Scheme of Delegation)	<b>B19</b>
B58	Administration of Discretionary Pension powers. (See also the Chief Executive's Scheme of Delegation)	<b>B19</b>
B59	Approving any gratuity scheme for part-time workers who were not eligible to join the Superannuation Scheme in consultation with Director with responsibility for HR. (See also the Chief Executive's Scheme of Delegation)	<b>Superseded by new Act on pensions</b>
B60	To agree early retirements granted by any school governing body with delegated powers to do so and to make discretionary severance payments in accordance with regulations and guidelines for making such payments to non school based staff. (See also the Director with responsibility for Children's Social Care and Safeguarding Scheme of Delegation)	<b>B19</b>
B61	To exercise and perform any powers and duties under The Welfare Reform and Pensions Act 1999 which fall to be exercised or performed by the Council by virtue of its being	<b>B19</b>

<b>B</b>	<b>Finance (including Procurement)</b>	<b>New JCD reference</b>
	an employer (powers and duties relating to stakeholder pensions). (See also Chief Executive's Scheme of Delegation)	
B62	Apply to Secretary of State for a forfeiture certificate under S111 of the Local Government Pension Scheme Regulations (as amended) (see also the Chief Executive's Scheme of Delegation).	<b>B19</b>
B63	Determining any appeal against the terminations set out in the Superannuation Regulations 1972 in the absence of the Chief Executive or where the Chief Executive is unable to make the decision or otherwise requests that the Director for Finance deal with the appeal.	<b>Not Delegated</b>  <b>Section 151 Officer</b>

<b>C</b>	<b>Legal &amp; Governance</b>	<b>New JCD reference</b>
C1	In so far as not referred to elsewhere. Instituting, proceedings, agreeing to arbitration or ADR, defending, entering a plea in, admitting facts in, giving and seeking disclosure in, settling (within budget), issuing cautions, seeking costs, taking relevant enforcement action, injunctions, confiscation and restraint orders and taking other relevant procedural action in respect of any actual or contemplated legal or other formal proceedings on behalf of or against the Authority and appearing by counsel or other person or to authorise an officer to so appear in any proceedings. Including all and any such action in relation to bringing or defending any appeal arising out of such legal proceedings.	<b>C2</b>
C2	Instituting proceedings under Section 222 of the Local Government Act 1972.	<b>C4</b>
C3	Authorising/affixing the Authority's seal to deeds and other documents	<b>C17</b>
C4	Issuing Right to Buy completion notices, and all other action in relation to RTB sales and assignments providing certificates in respect of non registered land (Right to Buy and other) paying relevant stamp duty land tax, waiving RTB discount repayments, Registry Charges/Local Land Charges, creating, waiving and enforcing easements and covenants, and discharging mortgages on behalf of the Authority and such other actions may be necessary in	<b>C46</b>

<b>C</b>	<b>Legal &amp; Governance</b>	<b>New JCD reference</b>
	relation to the sale, purchase or enforcement/creation of rights of land or property.	
C5	Exercising the Council's discretionary power under Section 133 of the Housing Act 1985	<b>C46</b>
C6	Waiving legal professional fees	<b>C33</b>
C7	Instructing Counsel to advise or represent the Council in the name of instructing solicitor	<b>C21</b>
C8	Making any application to apply a caution, withdrawing any caution, objecting to any caution, registering, or objecting to notice or interest or restriction, applying to upgrade any title.	<b>C34</b>
C9	Making arrangements in respect of all meetings of the Council, Committees, Sub-Committees and the Executive including the administration of school appeals for exclusions (see also Chief Executives scheme of delegation).	<b>C28</b>
C10	Spending a reasonable sum for the purposes of presenting an address or casket to a person on whom the title of honorary alderman or freeman has been conferred. (See also Chief Executives scheme of delegation).	<b>Deleted</b>  Covered by operational powers and duties
C11	Approving the attendance of a Member or Members at any conference where attendance is in the interests of the Council (See also delegation Part 2 of the Scheme of Delegations and (see also Chief Executives scheme of delegation).	<b>C26</b>
C12	Approving travelling and subsistence claims of Members in accordance with the agreed Scheme (See also Part 2 of the Scheme of Delegations and see also Chief Executives scheme of delegation).	<b>C29</b>
C13	Approving expenditure for Members' library and other resources and development, as necessary to enable them to carry out their office and the functions of the Authority. (See also Part 2 of the Scheme of Delegations)	<b>C29</b>
C14	To grant use of the Newham coat of arms and agree the purchase of badges for holders of civic office. (see also Chief Executives scheme of delegation)	<b>C30</b>

<b>C</b>	<b>Legal &amp; Governance</b>	<b>New JCD reference</b>
C15	To provide and furnish halls, offices and other buildings for the use of public meetings (See also delegation in Part 2 of the Scheme of Delegations)	<b>C24</b>
C16	Prepare and Comment on reports where maladministration is found and manage the process of dealing with the finding.	<b>Not delegated</b>  <b>Monitoring Officer</b>
C17	Ensure appropriate arrangements are made to comply with the Council's duties in respect of the provision of an effective Overview and Scrutiny Committee and function.	<b>Deleted</b>  Covered by operational powers and duties
C18	Co-ordinate and implement an annual programme of Scrutiny reviews.	<b>Deleted</b>  Covered by operational powers and duties
C19	Confirming CPOs	<b>C35</b>
C20	To agree to waiver the Council's legal professional fees in relation to any land transaction	<b>Duplicate – same as C6 above and C29, 44 &amp; 51 below</b>
C21	To give notice, publish and take any necessary action in respect of Compulsory Purchase Orders under the Acquisition of Land Act 1981 or any other enabling legislation, and pay or recover compensation, home loss, disturbance, serve notices, reach agreement, accept undertakings, instruct the Services to issue notices, warrants for possession, redeem mortgages, and such functions and powers position to Compulsory Purchase (Vesting Declarations) Act 1981, and Compulsory Purchase Act 1965 and any other related legislation and Land Compensation Acts 1961 and 1973 but not confirming CPO's	<b>C35</b>
C22	To register a notice, apply for a certificate, under The Rights of Light Act 1959 Section 2 (also see Regeneration scheme of delegation)	<b>C36</b>

<b>C</b>	<b>Legal &amp; Governance</b>	<b>New JCD reference</b>
C23	To publish notice of any intention to dispose of open space under The Local Government Act 1972 and The Town and Country Planning Act 1959 (Section 26) or instruct the Director for Legal to do so	<b>C37</b>
C24	To agree payments for relevant professional fees incurred by the Council by lessees or prospective lessees of the Council's commercial premises (but not waiver for Legal fees which is dealt with above).	<b>C38</b>
C25	To serve any notices and exercise any powers and duties including payment of compensation arising out of the Council's ownership of land	<b>C39</b>
C26	Approval of claims of costs for successful objectors to CPO	<b>C35</b>
C27	Issuing Right to Buy completion notices, and all other action in relation to RTB sales and assignments providing certificates in respect of non registered land (Right to Buy and other) paying relevant stamp duty land tax, waiving RTB discount repayments, Registry Charges/Local Land Charges, creating, waiving and enforcing easements and covenants, and discharging mortgages on behalf of the Authority and such other actions maybe necessary in relation to the sale, purchase or enforcement/creation of rights of land or property.	<b>Duplicate – same as C4 above</b>
C28	Exercising the Council's discretionary power under Section 133 of the Housing Act 1985	<b>Duplicate – same as C4 above</b>
C29	Waiving legal professional fees	<b>Duplicate – same as C6, C20 above and C44 and C51 below</b>
C30	Instructing Counsel to advise or represent the Council in the name of instructing solicitor	<b>Duplicate – same as C7 above and C65 below</b>
C31	Making any application to apply a caution, withdrawing any caution, objecting to any caution, registering, or objecting to notice or interest or restriction, applying to upgrade any title.	<b>Duplicate – same as C8 above</b>
C32	Making arrangements in respect of all meetings of the	<b>Duplicate –</b>



<b>C</b>	<b>Legal &amp; Governance</b>	<b>New JCD reference</b>
	Council, Committees, Sub-Committees and the Executive including the administration of school appeals for exclusions (see also Chief Executives scheme of delegation).	<b>same as C9 above</b>
C33	Spending a reasonable sum for the purposes of presenting an address or casket to a person on whom the title of honorary alderman or freeman has been conferred. (See also Chief Executives scheme of delegation).	<b>Duplicate – same as C10 above</b>
C34	Approving the attendance of a Member or Members at any conference where attendance is in the interests of the Council (See also delegation Part 2 of the Scheme of Delegations and (see also Chief Executives scheme of delegation).	<b>Duplicate – same as C11 above and C70 below</b>
C35	Approving travelling and subsistence claims of Members in accordance with the agreed Scheme (See also Part 2 of the Scheme of Delegations and see also Chief Executives scheme of delegation).	<b>Duplicate - same as C12 above and C71 below</b>
C36	Approving expenditure for Members' library and other resources and development, as necessary to enable them to carry out their office and the functions of the Authority. (See also Part 2 of the Scheme of Delegations)	<b>Duplicate – same as C13 above</b>
C37	To grant use of the Newham coat of arms and agree the purchase of badges for holders of civic office. (see also Chief Executives scheme of delegation)	<b>Duplicate – same as C14 above</b>
C38	To provide and furnish halls, offices and other buildings for the use of public meetings (See also delegation in Part 2 of the Scheme of Delegations)	<b>Duplicate – same as C15 above</b>
C39	Prepare and Comment on reports where maladministration is found and manage the process of dealing with the finding.	<b>Duplicate – same as C16 above</b>
C40	Ensure appropriate arrangements are made to comply with the Council's duties in respect of the provision of an effective Overview and Scrutiny Committee and function.	<b>Duplicate – same as C17 above</b>
C41	Co-ordinate and implement an annual programme of Scrutiny reviews.	<b>Duplicate – same as C18 above</b>



<b>C</b>	<b>Legal &amp; Governance</b>	<b>New JCD reference</b>
C42	Confirming CPOs	<b>Duplicate – same as C19 above</b>
C44	To agree to waiver the Council's legal professional fees in relation to any land transaction	<b>Duplicate – same as C6 , C20, C29 above and C44, C51 below</b>
C45	To give notice, publish and take any necessary action in respect of Compulsory Purchase Orders under the Acquisition of Land Act 1981 or any other enabling legislation, and pay or recover compensation, home loss, disturbance, serve notices, reach agreement, accept undertakings, instruct the Services to issue notices, warrants for possession, redeem mortgages, and such functions and powers position to Compulsory Purchase (Vesting Declarations) Act 1981, and Compulsory Purchase Act 1965 and any other related legislation and Land Compensation Acts 1961 and 1973 but not confirming CPO's	<b>Duplicate – same as C21 above and C52 below</b>
C46	To register a notice, apply for a certificate, under The Rights of Light Act 1959 Section 2 (also see Regeneration scheme of delegation)	<b>Duplicate – same as C22 above</b>
C47	To publish notice of any intention to dispose of open space under The Local Government Act 1972 and The Town and Country Planning Act 1959 (Section 26) or instruct the Director for Legal to do so	<b>Duplicate – same as C23 above</b>
C48	To agree payments for relevant professional fees incurred by the Council by lessees or prospective lessees of the Council's commercial premises (but not waiver for Legal fees which is dealt with above).	<b>Duplicate – same as C24 above</b>
C49	To serve any notices and exercise any powers and duties including payment of compensation arising out of the Council's ownership of land	<b>Duplicate – same as C25 above</b>
C50	Approval of claims of costs for successful objectors to CPO	<b>Duplicate – same as C26 above</b>
C51	To agree to waiver the Council's legal professional fees in	<b>Duplicate –</b>

<b>C</b>	<b>Legal &amp; Governance</b>	<b>New JCD reference</b>
	relation to any land transaction	<b>same as C6, C20, C29 and C44 above</b>
C52	To give notice, publish and take any necessary action in respect of Compulsory Purchase Orders under the Acquisition of Land Act 1981 or any other enabling legislation, and pay or recover compensation, home loss, disturbance, serve notices, reach agreement, accept undertakings, instruct the Services to issue notices, warrants for possession, redeem mortgages, and such functions and powers position to Compulsory Purchase (Vesting Declarations) Act 1981, and Compulsory Purchase Act 1965 and any other related legislation and Land Compensation Acts 1961 and 1973 but not confirming CPO's	<b>Duplicate – same as C29 and C45 above</b>
C53	To sign, serve, advertise and receive notices and documents on behalf of the Council in relation to any formal or legal procedures.	<b>C7</b>
C54	To certify as a true and correct record any documents in accordance with section 229 of the Local Government Act 1972.	<b>C19</b>
C55	To sign or endorse any documents on behalf of the borough where so requested by a citizen.	<b>C20</b>
C56	To serve requisitions for information and other documents to enable the Council to receive information in the pursuance of legal proceedings.	<b>C8</b>
	Where the issue of any document, notice or order will be a necessary step in legal proceedings on behalf of the Council, to sign such document unless any enactment otherwise requires or unless the Council has given the necessary authority to some other person for the purposes of such proceedings.	<b>C9</b>
C57	To authorise, serve or issue all statutory notices, approvals and licences under any enactment other than those specifically delegated to another officer.	<b>C21</b>

<b>C</b>	<b>Legal &amp; Governance</b>	<b>New JCD reference</b>
C58	To instruct and/or seek the opinion of legal counsel and/or external solicitors in consultation with the Chief Executive or appropriate Group Director, Assistant Director or Head of Service and to instruct legal counsel or experts to advise or appear on any matter and to agree fees arising.	<b>Duplicate – same as C7 and C30 above</b>
C59	In consultation with the Director of Finance to settle claims in proceedings commenced or about to be commenced against the Council in a court or tribunal up to a limit of £100,000. Settlement of claims that exceed £100,000 require the approval of the relevant individual Cabinet Member or of the Cabinet, unless the decision is required to be made immediately before, at, or during a hearing.	<b>C6</b>
C60	To arrange for the administration of all statutory appeals.	<b>C28</b>
C61	To implement the Council's early retirement, retirement and redundancy policies in consultation with the Director of Finance and the director of Internal Transactions.	<b>E2</b>
C62	To act and make decisions on behalf of a pensions panel consisting of the Director of Finance, Director of Internal Transactions and Director of Legal & Governance for the purposes of Stage 2 appeals within the Internal Dispute Resolution Procedure Regulations and exercising other discretions within the Local Government Pension Schemes.	<b>C32</b>
C63	Authorising officers to attend court and appear on behalf of the Council under S.223 Local Government Act 1972 and the County Courts Act 1984	<b>C10</b>
C64	To authorise, serve or issue all statutory notices, approvals and licences under any enactment other than those specifically delegated to another officer.	<b>Duplicate – same as C57 above</b>
C65	To instruct and/or seek the opinion of legal counsel and/or external to instruct legal counsel or experts to advise or appear on any matter and to agree fees arising.	<b>Duplicate – same as C7 and C30 above</b>
C66	Granting authority to seek magistrates approval under RIPA in accordance with the agreed policy & guidance	<b>A14</b>
C67	Authorising officers and Single Point of contact for	<b>A14</b>

<b>C</b>	<b>Legal &amp; Governance</b>	<b>New JCD reference</b>
	communications data (see Executive Director of Resources Scheme for powers under Social Security Act)	
C68	Signing Statements of Truth, providing witness statements and statutory declarations in respect of matters within their own knowledge and giving evidence in person on behalf of the Authority	<b>C13</b>
C69	In consultation with the Leader of the Group of which the previous appointee is a Member, to appoint a Member of the Council to fill a casual vacancy in any appointment to another organisation arising during the course of a municipal year.	<b>C31</b>
C70	Approving the attendance of a Member or members at any conference where attendance is in the interests of the Council	<b>Duplicate – same as C11 and C34 above</b>
C71	Approving travelling and subsistence claims of Members in accordance with the agreed Scheme	<b>Duplicate – same as C12 and C35 above</b>
C72	Approving compensatory payments under section 92 Local Government Act 2000	<b>C40</b>
C73	Administering cautions in any criminal proceedings.	<b>C14</b>
C74	Applying for Confiscation Orders, restraint, Charging Orders, deduction of wages, injunctions, possession and any other appropriate orders in connection with all criminal legal proceedings initiated by the Council	<b>C15</b>
C75	Settling claims (other than Employment Tribunal claims, debts and those covered by insurance) including Part 36 offers with the approval of the Director with responsibility for Legal Services. Approval of the Director of Finance (as Chief Finance Officer) is required where the settlement will have a detrimental budget impact or require use of contingencies.	<b>C6</b>
C76	Providing legal support (including payment of external lawyers' fees etc.) to staff assaulted in the course of their duties. Includes agreeing any conditions applicable including a cap on contributions and circumstances for repayment	<b>C48</b>
C77	Authorising officers to use powers of entry and seizure where permitted in law. (See Executive Director of	<b>C42</b>

<b>C</b>	<b>Legal &amp; Governance</b>	<b>New JCD reference</b>
	Resources and Commercial Development Scheme for specific powers under the Social Security Act)	
C78	Discharging miscellaneous Local Government functions and powers such as accepting gifts on behalf of the Council, advertising Council services, promoting involvement in democracy and promoting the area. Provided any requirement to consult with the Councils communications service is adhered to.	<b>Deleted – covered by operational powers and duties</b>
C79	Applying to register any Land Charge, search the Land Charges Register pay any request fee and request Office Copy Entries from Land Registry	<b>C43</b>
C80	Authorise the taking of photocopies of material open for public inspection under a statutory requirement as permitted by copyright Designs & Patents Act 1984	<b>C47</b>
C81	Serving notice on registered keeper of vehicle requiring information about the identity of driver person in charge of the vehicle in relation to any offence concerning the vehicle and instructing Legal Services to bring proceedings for C45failure to provide information	<b>C44</b>
C82	Serving notices on occupiers of any land or premises requiring them to furnish information regarding details of all those with an interest in the land	<b>C45</b>

<b>D</b>	<b>ICT/BUSINESS SYSTEMS</b>	<b>New JCD reference</b>
D1	To develop the Council's e-government and t-government strategies.	<b>D1</b>
D2	To develop the Council's information systems, and information technology and e-government strategies.	<b>D2</b>
D3	To develop the Council's information and communications technology strategies including the supply, withdrawal, data protection, security and integrity of the systems to	<b>D3</b>

<b>D</b>	<b>ICT/BUSINESS SYSTEMS</b>	<b>New JCD reference</b>
	staff and members.	
D4	To supply connections and services to public sector partners and other organisations, provided that the integrity of the Council's information systems is maintained.	<b>D4</b>
D5	Agreeing arrangements for the use of any spare capacity in any computers or associated equipment owned by the Council under Section 38 of the Local Government (Miscellaneous Provisions) Act 1976	<b>D5</b>
D6	Notifying all staff of any electronic communications monitoring routinely carried out	<b>Deleted – covered by operational powers and duties</b>
D7	Approving sales of computer software developed and owned by the Council	<b>D6</b>
D8	Agreeing policies procedures and standards relating to the security, integrity and accessibility for ICT infrastructure and systems	<b>D7</b>
D9	Maintaining the Council's Publication Scheme, the Freedom of Information Act charging policy and re-use policy	<b>Deleted – not delegated</b>

<b>E</b>	<b>STRATEGIC HUMAN RESOURCES</b>	<b>New JCD reference</b>
E1	To develop and implement the Council's human resources, organisation development, remuneration and occupational health strategies.	<b>E1</b>
E2	To implement any decisions and recommendations of recognised national negotiating bodies in respect of pay. Where a supplementary estimate is required, the cost must be reported to the Cabinet.	<b>E3</b>
E3	To implement decisions and recommendations of recognised national negotiating bodies on all employment matters including terms and conditions of employment.	<b>E4</b>

<b>E</b>	<b>STRATEGIC HUMAN RESOURCES</b>	<b>New JCD reference</b>
	Where there is a cost implication, a report must be made to the Cabinet.	
E4	<p>Subject to appointments, dismissals, assimilation and redundancies for Heads of Service and above being authorised by Appointments Committee, to implement the procedure for any senior management re-alignment or restructuring including;</p> <ul style="list-style-type: none"> <li>(i) Achieving any necessary reduction through voluntary redundancy;</li> <li>(ii) Considering applications from unaffected Heads of Service or above which would create a suitable alternative employment opportunity for an affected Head of Service or above;</li> <li>(iii) Deciding upon the ring fence arrangements and inviting applications for assimilation; and</li> <li>(iv) Arranging advertisements and assessment centres, and, subject to compliance with Contract Procedure Rules, appointing external recruitment consultants.</li> </ul>	<b>E5</b>
E5	In consultation with the Director of Legal and Governance, to amend HR policies where necessary in consequence of legislative, organisational or other changes that have no adverse financial effect.	<b>E6</b>
E6	Approval of staffing related Equalities Impact Assessments	<b>E7</b>
E7	Approval of service related equalities impact assessment	<b>E7</b>
E8	Agreeing policies and procedures for recruitment, retention, change/reorganisation, redundancy, redeployment, absence, capability, conduct, Terms and Conditions of Employment, including dismissal of staff under Section 112 of the Local Government Act 1972 in consultation with Head of Paid Service and SLG/CMT where appropriate. (See also Chief Executive's Scheme of Delegation)	<b>E2</b>  Implementation of policies, not approval
E9	Approval of staffing related Corporate policies and procedures (including those related to Health and Safety)	<b>E2</b>

<b>E</b>	<b>STRATEGIC HUMAN RESOURCES</b>	<b>New JCD reference</b>
	not otherwise referred to in delegation EDR43 [where those are not specifically reserved to the Mayor in his Scheme of Delegation or where they affect the terms and conditions of staff and would be a non executive matter] in consultation with NEB where appropriate and Head of Paid Service. (See also Chief Executive's Scheme of Delegation)	Implementation of policies, not approval
E10	Evaluating job descriptions and approving changes to job grading and issuing statements of particulars to all staff.	E2
E11	Designing and implementing job application forms and criteria.	Deleted-covered by operational powers and duties
E12	Comply with and exercise powers and duties of the Authority as an employer under the Transfer of Undertakings (TUPE) Regulations.	E8
E13	Appointing or engaging trainers to facilitate the Council's corporate training scheme and managing the corporate management training programme in compliance with relevant procurement rules	E9
E14	Consulting with recognised Trades Unions and in particular in respect of redundancies under the Trade Union and Labour Relations (Consolidation) Act 1992, s.188 including giving all appropriate notices.	E10
E15	Complying with, exercising and performing powers and functions of the Authority as an employer under the Trade Union and Labour Relations (Consolidation) Act 1992	E11
E16	Giving notice of redundancy, make redundancy payments, serve counter notices and written statements of redundancy calculations under ERA 1996 Sections 135, 143, 149 and 165 (save that any pension payments payable shall be subject to the relevant pensions decisions as provided for elsewhere in the Scheme of Delegation).	E12
E17	In a redundancy situation, consideration of the suitability of alternative employment and the impact on redundancy pay of an employee's rejection of the alternative role and reasons for refusal	E2



<b>E</b>	<b>STRATEGIC HUMAN RESOURCES</b>	<b>New JCD reference</b>
E18	In a redundancy situation, deciding to end the trial period for potential suitable alternative employment before the end of the normal four weeks or not to confirm the employee in post at the end of the trial period.	<b>E2</b>
E19	Exercising any powers in respect of statutory sick, parental, incapacity or industrial injuries pay under The Social Security Administration Act 1992, Social Security Contributions and Benefits Act 1982 or in relation to the reserve forces under the Reserve Forces (Safeguard of Employment) Act 1985 and Reserve Forces Act 1996.	<b>E13</b>
E20	Adjusting payment to officers, implementing binding decisions of national negotiating bodies and implementing single status agreement	<b>E2/E3</b>
E21	Giving effect to a governing body's decision in respect of the remuneration and other terms of employment of school teachers and any pay and conditions orders made by the Secretary of State in accordance with any guideline issued under Education Act 2002 Sections 10, 122 and 127. (See also Chief Executive's and the Executive Director with responsibility for Children and/or Education Services Scheme of Delegation)	<b>E14</b>
E22	Applying for and giving notices or information in respect of any attachment of earnings orders made in relation to any debtor who is an employee of the Council under Attachment of Earnings Act 1971 Sections 07, 15 and 16	<b>E15</b>
E23	Approving applications for specific staff monitoring where warranted under the Council's policy and in accordance with the Information Commissioners Code	<b>E16</b>
E24	Amendments to the Council's whistle blowing policy in consultation with the Audit Board and Standards Committee	<b>E17</b>

<b>F</b>	<b>ASSET MANAGEMENT (INCLUDING PROPERTY STRATEGY)</b>	<b>New JCD reference</b>
F1	Disposing of assets (other than land) provided best possible price is obtained.	<b>F7</b>
F2	Disposing of assets (other than land) with no value (this	<b>F11</b>

<b>F</b>	<b>ASSET MANAGEMENT (INCLUDING PROPERTY STRATEGY)</b>	<b>New JCD reference</b>
	does not include disposal at nil value/peppercorn where the asset has a value. Such disposals are covered by C1).	
F3	The approval of the disposal of any freehold or leasehold land (other than commercial or industrial tenancies of single units at full market value for 20 years or less) where the capital of the value does not exceed the stated value in the delegation (£10,000 for voluntary or community groups) (excluding disposals of commercial premises, statutory rights such as Right to Buy, enfranchisement or a statutory right to lease extension).  All disposals must have the approval of the Director with responsibility for Property Services	<b>F7</b>
F4	Disposing of land and property within the postholders portfolio or remit where the disposal is subject to a statutory requirement to do so. Provided in consultation with Director with responsibility for Property Services.	<b>F8</b>
F5	The approval of the disposal of any commercial shop or industrial unit for a lease of 20 years or less on the Council's usual terms and conditions at full market rental with a capital values of £500,000 or more (or £50,000 or more for voluntary or community groups)	<b>F7</b>
F6	Acquiring freehold or leasehold land in consultation with Director with responsibility for Property Services. Purchases over £500,000 must be approved by the Mayor	<b>F9</b>
F7	Applying for planning permission from the Council on Council owned land and in consultation with Director with responsibility for Property Services.	<b>F13</b>
F8	Serving Notices to Quit, Notices Seeking Possession and tenants notices; exercising any duty to compensate in respect of land matters or re-housing duties, enforcing covenants; serving notices relating to land; and disposal of property left on land. Where such actions are outside the Council's housing landlord function any notice or compensation calculation must be in consultation with the	<b>F15</b>

<b>F</b>	<b>ASSET MANAGEMENT (INCLUDING PROPERTY STRATEGY)</b>	<b>New JCD reference</b>
	Director with responsibility for Property Services.	
F9	Agreeing decant status for occupiers of premises subject to a Regeneration Scheme, disposal programme or land assembly scheme. Up to 50 tenants where scheme cost is within officers delegated authority.	<b>F12</b>
F10	Licensing of access works and demolition on Council owned land and property. If approved by Property Services	<b>F16</b>
F11	Enforcement of street trading if approved by the Director of Business Systems, Property and Commercial Development or Markets Development Manager or Director for Enforcement and Safety.	<b>Deleted – authorised by other officers</b>
F12	Enter into planning and highway agreements on Council owned land (but not public highway) and where the Council is not planning authority (e.g. Thames Gateway, UDC area)	<b>F14</b>
F13	Provision and maintenance of any theatre, concert hall, entertainment room, reading room, pavilion, bandstand, refreshment rooms, cloakrooms, lavatories and the like for the provision of concerts and other entertainments and of developing and improving the knowledge of arts and crafts under Sections 4 and 5 of the London County Council (General Powers) Act 1947 and Section 145 of the Local Government Act 1972.	<b>F27</b>
F14	Carry out full range of functions to provide necessary support to deliver the Council's Primary and Secondary school building programmes and schools asset management in so far as the function is not contained within the portfolio of the Executive Director for Operations	<b>Deleted – covered by other powers and duties</b>
F15	Provide project and programme office support for the delivery of the Council's programme of projects across the Council and ensuring compliance with corporate standards	<b>Deleted – covered by general powers and duties</b>
F16	Support the Council's business improvement processes through; provision of project managers and project support including undertaking business process reviews and service	<b>Deleted – covered by general powers and duties</b>

<b>F</b>	<b>ASSET MANAGEMENT (INCLUDING PROPERTY STRATEGY)</b>	<b>New JCD reference</b>
	improvement projects	
F17	Provide project and programme office support for the delivery of the Council's programme of projects across the Council and ensuring compliance with corporate standards	<b>Deleted – covered by general powers and duties</b>
F18	To ensure compliance with the Council's Carbon Reduction Commitment Energy Efficiency Scheme	<b>F32</b>
F19	Preparing, proposing, and implementing a Corporate Asset Management Plan and Corporate Property Strategy for the Council's property assets.	<b>F2</b>
F20	Duty maintain and publish a list of land which is of community value known as "List of assets of Community Value"" in the borough under section 87 of the Localism Act 2011.	<b>F25</b>
F21	Duty to review a decision to include land in the list of assets of community value when requested under section 92 of the Localism Act 2012	<b>F25</b>
F22	Under section 87 of the Localism Act 2011 determining the form and content of lists of assets of community value.	<b>F25</b>
F23	Duty to maintain and publish a list of unsuccessful community land nominations under section 93 of the Localism Act 2011.	<b>F25</b>
F24	Duty to publicise receipt of notice of disposal of land of community value which is on the list of assets of community value under section 97 of the Localism Act 2011.	<b>F25</b>
F25	Calculation and payment of any statutory compensation due to landowners whose property is on the list of land of community value.	<b>F25</b>
F26	Duty to inform owner of land of request to be treated as bidder under section 98 of the Localism Act 2011.	<b>F25</b>
F27	To instruct Legal Services to apply for (or to vary, discharge, suspend etc.) and to comply with access orders under the Access to Neighboring Land Act 1992	<b>F19</b>
F28	To instruct legal services to give notice, publish and take any necessary action in respect of Compulsory Purchase Orders under the Acquisition of Land Act 1981, and pay or	<b>F24</b>

<b>F</b>	<b>ASSET MANAGEMENT (INCLUDING PROPERTY STRATEGY)</b>	<b>New JCD reference</b>
	recover compensation, home loss, disturbance, serve notices, reach agreement, accept undertakings, instruct the Services to issue notices, warrants for possession, redeem mortgages, settle claims of costs for successful objectors and such functions and powers pursuant to Compulsory Purchase (Vesting Declarations) Act 1981, and Compulsory Purchase Act 1965 and any other related legislation and Land Compensation Acts 1961 and 1973 and any such other powers and duties as the Council may have arising out of the Council's ownership of land.	
F29	To apply for a certificate from the local planning authority, issue appeals, give notice of proposal to carry out development, give notice or instruct Legal Services to give notice of withdrawal of any notice to treat and approve consequential compensation and home loss payments under the Land Compensation Acts 1961 and 1973 in respect of Compulsory Purchases	<b>F24</b>
F30	To instruct Legal services to object to a compulsory purchase order in respect of land owned by the Council, and to apply to the High Court to question the validity of a compulsory purchase order or any provision contained therein under the Acquisition of Land Act 1981	<b>F24</b>
F31	To instruct legal services to recover compensation, home loss, disturbance, reach agreement, accept undertakings, redeem mortgages and such functions and powers in relation to any compulsory purchase order in respect of land owned by the Council under the Compulsory Purchase (Vesting Declarations) Act 1981, the Compulsory Purchase Act 1965 and any other related legislation and Land Compensation Acts 1961 and 1973	<b>F24</b>
F32	TOWN AND COUNTRY PLANNING ACT 1990 in so far as it relates to extinguishment of rights including service of notices, counter-notices, withdrawal of such notices and associated applications in respect of any statutory undertaker or telecommunications code system operator in any land compulsorily acquired by the Council and to pay compensation as set out in sections 271,272, 273, 279, 280 and 282.	<b>F15</b>
F33	To consent to an application to register land as common hold and to instruct Legal Services to make an application to court under The Common hold and Leasehold Reform Act	<b>F12</b>

<b>F</b>	<b>ASSET MANAGEMENT (INCLUDING PROPERTY STRATEGY)</b>	<b>New JCD reference</b>
	2002	
F34	Give notice to the appropriate highway authority and give notice to the appropriate authority so as to negative any intention to dedicate a highway under The Highways Act 1980 Section 31	<b>F15</b>
F35	The approval of the disposal of any freehold or leasehold land and/or property with a capital value up to £500k, with the exception of disposals to community and/or voluntary groups in which case the authority shall be limited to a capital value up to £10,000 or in excess of that if approved by Mayor's decision (excluding statutory rights such as Right to Buy, enfranchisement or a statutory right to lease extension or commercial leases which are dealt with in delegation RPP11 below)	<b>F7</b>
F36	Acquisition of land on a freehold or leasehold basis with a capital value of up to £500,000 in consultation with the relevant Chief Officer in accordance with Section 2 of this Scheme of Delegation.	<b>F9</b>
F37	Approval of disposal of leases of commercial shop units (on the Council's usual terms at full market rental for 20 years or less and capital value up to £500,000) and land where required as the result of the exercise of statutory right, such as Right to Buy or Enfranchisement	<b>F7</b>
F38	To acquire and dispose of land and premises, agree and discharge restrictive covenants, accept and require easements, rights or privileges in respect of any land, including the grant of licences. Subject to approval of the Mayor where required by the thresholds set out in Mayor's Scheme of Delegation and the authority of the relevant Executive Director for the service disposing of or acquiring such land or premises. Carry out such soil surveys, structure surveys and other checks necessary to ensure due diligence in respect of such land transactions, and authorise others to carry out such surveys in respect of the land owned by the Council whether under the Land Registration Act 1925 or other legislation.	<b>F7</b> <b>F9</b>
F39	To negotiate all relevant terms including as to payment of professional fees (but not the waiver of legal professional fees) in respect of the letting and management of commercial premises owned by the Council, apply rent reviews and serve all relevant notices in respect of such	<b>F21</b>

<b>F</b>	<b>ASSET MANAGEMENT (INCLUDING PROPERTY STRATEGY)</b>	<b>New JCD reference</b>
	premises or instruct the Director Legal Services to issue such notices whether under the lease or statutory provision including retrieval assignments, variations, termination, contracting out of the 1954 Act, and enforcement of such commercial leases and all other relevant landlord action under the Landlord and Tenant Acts and related status	
F40	To agree or request guarantee agreements, rent deposits, overriding leases, release from covenant, apportion liability under covenants and agree compensation for Leases or Tenancies under The Landlord and Tenant Act 1927 and Landlord and Tenant (Covenants) Act 1995)	<b>F17</b>
F41	To register a notice, apply for a certificate (or instruct the Director for Legal Services to do so) under the Rights of Light Act 1959 (S2)	<b>F15</b>
F42	To give any notice, apply to court or lands tribunal, deal with charges, act as mortgagee in possession, deal with proceeds as mortgagee, grant licences and surrender leases (or instruct the Director Legal Services to take any of these actions) under The Law of Property Act 1925	<b>F19</b>
F43	To repair, maintain and insure premises in accordance with the terms of any lease and statutory requirement	<b>F12</b>
F44	To seek mortgagor's consent for the transfer of any interest the Council has as mortgagee under Section 7 of The Local Government Act 1986	<b>F17</b>
F45	To propose the alteration of the valuation list or raise objections to any proposed alteration in respect of any property owned by the Council and appealing to the valuation tribunal in respect of such proposals under The Local Government Finance Act 1988 Section 55.	<b>F23</b>
F46	To carry out rent reviews or Lease renewals	<b>F20</b>
F47	To assess the market value and the value of any improvements on which the sale price should be based for the purposes of sale under the Right to Buy Provisions	<b>F3</b>
F48	To grant wayleaves and easements to, and enter similar agreements with statutory undertakers and other bodies, relating to services supplied or transmitted across or under premises under the control of the Authority, provided that where the premises are in occupational use by another department this decision is taken in conjunction with the	<b>F15</b>



<b>F</b>	<b>ASSET MANAGEMENT (INCLUDING PROPERTY STRATEGY)</b>	<b>New JCD reference</b>
	Relevant Executive Director or Relevant Service Head	
F49	To provide valuations of land for the purposes of acquisition and disposal by the Council	<b>F3</b>
F50	To serve any notices extinguishing the rights of statutory undertakers or telecommunications operators (or instruct the Director Legal Services to do so), to pay compensation arising out of such action and refer any dispute to the Land Tribunal under the Town and Country Planning Act 1990, Sections 271, 272, 273, 279 and 282	<b>F15</b>
F51	To approve the Council's participation in Section 106 agreements where the Council is joined in the agreement as landowner. Provided the terms of the Section 106 agreement are in accordance with any decision to dispose of the land.	<b>F14</b>
F52	Tribunals Courts And Enforcement Act 2007 - section 72 To use the procedure under Schedule 12 of this Act for the purpose of recovering rent payable under a lease of commercial premises. Sections 81 and 83 To serve, withdraw or replace notice on a sub-tenant of commercial premises demanding payment of rent to the Council as head lessor rather than to the immediate tenant and to comply with and exercise and perform any powers and duties contained in any regulations made under this section with regard to the serving of such notices.  Section 83	<b>F19</b>
F53	To exercise and perform any powers and duties contained in Part 1 of the Landlord and Tenant Act 1927 which may or shall be exercised or performed by the Council by virtue of its being the Landlord or Tenant as the case may be of any business tenancies. Including compensation for improvements and goodwill on the termination of business tenancies.	<b>F22</b>
F54	To keep a copy of any register sent to the Council under Part X Local Government Planning and Land Act 1980 (register of land held by public bodies) available for inspection, provide copies of such register on payment of a reasonable charge and to amend such register on being	<b>F26</b>



<b>F</b>	<b>ASSET MANAGEMENT (INCLUDING PROPERTY STRATEGY)</b>	<b>New JCD reference</b>
	notified of amendments made by the Secretary of State. Notify the Secretary of State of any inaccuracies and comply with any directions and make representations as to why proposed directions should not be given or as to the proposed content of any such directions.	
F55	To serve notice on the tenant under sections 1 and 3 Landlord and Tenant Act 1988 in response to applications seeking consent for any of the actions to which these sections apply (assignments, underletting etc) taken by the tenant of the subtenant.	<b>F22</b>
F56	To exercise and perform any powers and duties contained in the Leasehold Property Repairs Act 1938 which may or shall be exercised or performed by the Council by virtue of its being the landlord or tenant of any premises as the case may be. (Enforcement by Landlord of obligation to repair).	<b>F22</b>
F57	To publish notice of any intention to dispose of open space under the Local Government Act 1972 and the Town and Country Planning Act 1959 (s26) or instruct the Director for Legal to do so	<b>F18</b>
F58	Giving instructions to debt collection agencies, issuing legal proceedings, applying for attachment of earnings orders, charging orders, bankruptcy and any other relevant enforcement action to recover any debt including attending creditors meetings, co-operating with administrators, trustees in bankruptcy, liquidators, receivers and exceeding powers to seek administration, bankruptcy or liquidation in relation to debts owed to the Council. (see also Executive Director Customer Services, Regeneration and Part 2 Schemes of Delegation)	<b>F28</b>
F59	Serving statutory demands, placing and enforcing charges, recovering interest and expenses, appointing receivers, collecting interest and expenses in connection with any debt owed to the Council (see also Executive Director Customer Services, Regeneration and Part 2 Schemes of Delegation)	<b>F28</b>
F60	To exercise the Council's discretion to release information where statutorily permitted to do so in respect of any debt owed to the Council (see also Executive Director Customer Services, Regeneration and Part 2 Schemes of Delegation)	<b>F28</b>

<b>G</b>	<b>INTERNAL TRANSACTIONS</b>	<b>New JCD reference</b>
G1	To advise on, co-ordinate and manage all payroll functions on behalf of the Council.	<b>G1</b>
G2	To administer the Council's pension fund.	<b>G2</b>
G3	The exercise of the client monitoring function in respect of occupational health and the Council's recruitment advertising contracts, and the power to select and accept tenders for external consultants or contracts in accordance with the Council's standing orders.	<b>G3</b>
G4	To grant gifts for long service up to the limit specified from time to time by the Director of Finance.	<b>G4</b>
G5	To approve the arrangements for members' training and development.	<b>G5</b>
G6	To act and make decisions on behalf of a pensions panel consisting of the Director of Finance, Director of Internal Transactions and Director of Legal & Governance for the purposes of Stage 2 appeals within the Internal Dispute Resolution Procedure Regulations and exercising other discretions within the Local Government Pension Schemes.	<b>G6</b>
G7	To approve proposals for the payment of allowances in accordance with the "Croydon Scheme" to staff injured in the course of their duties.	<b>G7</b>
G8	To undertake the role of appointed person for the Council in all matters relating to the Disclosure and Barring Service.	<b>G8</b>
G9	To grant car and season loans to eligible staff.	<b>G9</b>

<b>H</b>	<b>EXTERNAL TRANSACTIONS</b>	<b>New JCD reference</b>
H1	To exercise the Council's discretionary powers in relation to writing off amounts due for national non-domestic rate or surcharge on grounds of hardship or general rate on grounds of poverty, up to a maximum level of £10,000.	<b>H1</b>
H2	To exercise the Council's discretionary powers in relation to relief for Council Tax and commercial rates.	<b>H2</b>
H3	To act as statutory officer pursuant to for the collection of council tax and commercial rates	<b>H3</b>

H	EXTERNAL TRANSACTIONS	New JCD reference
H7	To manage the operation of the relevant Contract Service Organisations (CSOs) including marketing the CSOs and consideration of the impact of new legislation on the CSOs.	<b>H4</b>

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## APPENDIX C

### PART 1 – HAVERING

#### Delegation to Joint Committee

A	General	New JCD reference
A1	To have overall responsibility for the provision to the client Councils of the shared services	A1
A2	To consider and approve the annual report of the activities performance and finances of the shared services operation	A2
A3	To consider and approve the annual service plan for each shared service	A3
A4	To determine the strategic direction of the shared services operation	A4
A5	To determine any strategic issue referred to it by the Managing Director	A5
A6	To advise the client Councils what financial resources are desirable for the delivery of the shared services operation for three financial years ahead from the current financial year	A6
A7	To consider and approve the internal budget for the shared services operation within the overall financial constraints set by the client Council's and to make representation to the council's on the consequences of those restraints as appropriate.	A7
A8	To incur expenditure within the revenue and capital budgets as approved by the Joint Committee, or as otherwise approved, subject to any variation permitted by the Council's contract and financial procedure rules.	A8
A9	To oversee the delivery of programmes agreed by Council and Cabinet.	A10
A10	In consultation with the relevant Cabinet Member to apply for, accept and manage external funding up to a limit of £500,000 per grant in support of any function within their Directorate provided that any financial contributions by the Council are made from within existing budgets.	A11
A11	To authorise the making of ex gratia payments up to the limit	A13

<b>A</b>	<b>General</b>	<b>New JCD reference</b>
	specified from time to time by the Director of Finance to individuals where the Local Government Ombudsman has recommended that such payment be made in local settlement of a complaint.	Amended to refer to limits specified in financial procedures
A12	To authorise activities under the Regulation of Investigatory Powers Act 2000.	<b>A14</b>
A13	To approve commencement of a tendering process for all contracts <b>above</b> a total contract value of £156,000.	<b>B9</b> Value amended to that specified in Contract Standing Orders
A14	To award contracts with a total contract value of under £5,000,000.	<b>B10</b>
A15	To sign contracts on behalf of the Council which do not require sealing under paragraph 4 of Article 10 of this constitution.	<b>B11</b>
A16	Payment of allowances in accordance with the "Croydon Scheme" to staff injured in the course of their duties must be made in consultation with Head of Shared Services.	<b>A16</b> Title of officers updated
A17	To approve applications for leave for trade union conferences and training courses in consultation with the Head of Shared Services.	<b>A17</b> Title of officers updated
A18	To approve payment of claims by employees for loss or damage to property and clothes up to the limit specified from time to time by the Director of Finance otherwise payment must be made in consultation with the Group Director Resources.	<b>A18</b> Amended to limit specified by the S151 officer and for MD to approve above that limit
A19	To grant permission for employees to undertake outside work or duties whether paid or unpaid subject to there being no conflict of interest.	<b>A19</b>
A20	To approve honoraria payments in consultation with the service personnel manager.	<b>A20</b> Title of officers updated
A21	To approve commencement of a tendering process for, and	<b>B9</b>

<b>A</b>	<b>General</b>	<b>New JCD reference</b>
	to award all contracts below a total contract value of £156,000.	Value amended to that specified in Contract Standing Orders
A22	To sign contracts on behalf of the Council which do not require sealing under paragraph 4 of Article 10 of this constitution.	<b>B11</b>
A23	To incur expenditure within the revenue and capital budgets for the relevant service as approved by the Council, subject to any ICT variation permitted by the Council's contract and financial procedure rules.	<b>A9</b>
A24	To implement any approved financial programme, including the authorisation of expenditure and procurement of goods and services.	<b>A21</b>
A25	To implement approved fees, charges, rents etc and to ensure that proper arrangements exist for their collection.	<b>B16</b>
A26	In consultation with the relevant Cabinet Member, to apply for, accept and manage external funding up to a limit of £250,000 per grant in support of any function within their service provided that any financial contributions by the Council are made from within existing budgets.	<b>A11</b> Amended Financial limits

<b>B</b>	<b>Finance (including Procurement)</b>	<b>New JCD reference</b>
B1	To advise on and monitor the revenue and capital budgets of the Council, including the Housing Revenue Account and the determination of Council Tax and housing rent levels.	<b>B1</b> Advising only. Determination remains with the Council
B2	To write off sums which are irrecoverable and to settle claims on behalf of the Council	<b>B3</b>
B3	To manage all matters relating to the Council's loan debt, investments, and temporary investments, pension scheme and pension fund, insurance fund, act as registrar of loan instruments, manage all banking arrangements including numbers and types of accounts and arrange insurance of property and the selecting and accepting of tenders for insurance cover and related services which are considered	<b>B5</b>

<b>B</b>	<b>Finance (including Procurement)</b>	<b>New JCD reference</b>
	to offer best value for the Council promoting good risk management practices at all times.	
B4	<p>To undertake all other financial matters arising within the Council, subject to the following requirements:</p> <ul style="list-style-type: none"> <li>(i) authority to incur expenditure being approved or sanctioned by the Council or the Cabinet</li> <li>(ii) powers of borrowing being exercised within guidelines agreed by the Council and any current codes of practice</li> <li>(iii) all matters being within accepted accounting practice and standards and within statutory requirements</li> <li>(iv) any necessary reference to the Council's external Auditors.</li> <li>(v) an annual report being presented to the Audit Committee by 30 September in each year on the activities undertaken in respect of treasury management powers in the preceding financial year</li> <li>(vi) Reports of the external Auditors and other relevant Inspectorates upon the audit of the Council's activities being considered.</li> <li>(vii) To make direct investments in local infrastructure assets as part of the Pension Fund local infrastructure portfolio in consultation with the Chairman of Pensions</li> </ul>	<b>B7</b>
B5	To implement the Council's early retirement, retirement and redundancy policies in consultation with the Head of Strategic Human Resources and Organisational Development and the Assistant Chief Executive Legal and Democratic Services.	<b>E2</b>
B6	To set the Council Tax Base and Commercial Rate yield each year unless it involves matters of policy	<b>Not delegated</b> Section 151 Officer
B7	To award all gas and electricity supply contracts where offers are made on a short restricted time basis and where there is insufficient time to obtain a Cabinet Member decision.	<b>No delegated</b> Section 151 Officer
B8	To accept grants and the terms and conditions thereof for and on behalf of the Council.	<b>A12</b>
B9	To instruct the Council's insurers and, upon their advice, to negotiate and settle insurance claims up to maximum of £145,000 for motor insurance, £147,750 for liability insurance and motor vehicles, and £50,000 for property insurance.	<b>B13</b> Amended to refer to limits specified in financial procedures



<b>B</b>	<b>Finance (including Procurement)</b>	<b>New JCD reference</b>
B10	To review and, if necessary, amend the limits in B9 above on an annual basis, following discussion with the Council's insurers.	<b>Not delegated</b> Section 151 Officer
B11	To set future inter-authority and standard charges for residential and day-care accommodation, in accordance with the formula recommended by the Local Government Association.	<b>Not delegated</b> Section 151 Officer
B12	To increase the specified sums set out in delegations to staff in accordance with Retail Prices Index (RPI).	<b>Deleted</b> Financial Procedures
B13	To approve the Financial Framework and any amendments to it.	<b>Not delegated</b> Section 151 Officer 1
B14	In consultation with the relevant CMT Member, to authorise virements.	<b>Not delegated</b> Section 151 Officer
B15	To make or enter into leasing arrangements for vehicles, plant and equipment.	<b>B21</b>
B16	To monitor the implementation of the charging policy including any relevant deadlines. To advise on reviews of fees and charges.	<b>B18</b>
B17	To act upon and make decisions as a Pensions Panel consisting of the Director of Finance, Director of Internal Transactions, and Director of Legal & Governance for the purpose of Stage 2 appeals within the Internal Dispute Resolution Procedure Regulations and exercising other discretions within the Local Government Pension Scheme.	<b>B19</b> Director of Internal Transactions now becomes Director of Exchequer and Transactional Services

<b>C</b>	<b>Legal &amp; Governance</b>	<b>New JCD reference</b>
C1	To prepare, approve and issue or serve all legal documentation on behalf of the Council.	<b>C17</b>
C2	To lay information, complaints and claims on behalf of the Council for the purpose of any proceedings before the Magistrates' Court, County Court and other courts and tribunals, including all civil and criminal proceedings.	<b>C1</b>
C3	To defend all legal proceedings brought against the Council and to take any steps that are in their opinion expedient to that end.	<b>C3</b>

<b>C</b>	<b>Legal &amp; Governance</b>	<b>New JCD reference</b>
C4	To sign, serve, advertise and receive notices and documents on behalf of the Council in relation to any formal or legal procedures.	<b>C7</b>
C5	To certify as a true and correct record any documents in accordance with section 229 of the Local Government Act 1972.	<b>C19</b>
C6	To sign or endorse any documents on behalf of the borough where so requested by a citizen.	<b>C20</b>
C7	To serve requisitions for information and other documents to enable the Council to receive information in the pursuance of legal proceedings.	<b>C8</b>
C8	Where the issue of any document, notice or order will be a necessary step in legal proceedings on behalf of the Council, to sign such document unless any enactment otherwise requires or unless the Council has given the necessary authority to some other person for the purposes of such proceedings.	<b>C9</b>
C9	To authorise, serve or issue all statutory notices, approvals and licences under any enactment other than those specifically delegated to another officer.	<b>C21</b>
C10	To instruct and/or seek the opinion of legal counsel and/or external solicitors in consultation with the Chief Executive or appropriate Group Director, Assistant Director or Head of Service and to instruct legal counsel or experts to advise or appear on any matter and to agree fees arising.	<b>C17</b>
C11	In consultation with the Director of Finance to settle claims in proceedings commenced or about to be commenced against the Council in a court or tribunal up to a limit of £100,000. Settlements of claims that exceed £100,000 require the approval of the relevant individual Cabinet Member or of the Cabinet, unless the decision is required to be made immediately before, at, or during a hearing.	<b>C6</b> Amendment of Financial limits
C12	To name, rename, number and renumber streets and premises	<b>C49</b>
C13	To maintain the register of highways that are maintainable at public expense.	<b>C50</b>
C14	To arrange for the administration of all statutory appeals.	<b>C5</b>
C15	To allocate information technology facilities to members, including ordinary telephones, mobile telephones and facsimile machines.	<b>Deleted</b> Covered in operational powers and duties

<b>C</b>	<b>Legal &amp; Governance</b>	<b>New JCD reference</b>
C16	To implement the Council's early retirement, retirement and redundancy policies in consultation with the Director of Finance and the director of Internal Transactions.	<b>E2</b>
C17	To act and make decisions on behalf of a pensions panel consisting of the Director of Finance, Director of Internal Transactions and Director of Legal & Governance for the purposes of Stage 2 appeals within the Internal Dispute Resolution Procedure Regulations and exercising other discretions within the Local Government Pension Schemes.	<b>C32</b>
C18	To alter the financial amounts in Contract Procedure Rules specifically relating to EU contracts and occurring either due to exchange rate changes or EU directed amendments.	<b>C11</b>
C19	To authorise Council staff to represent the Council in proceedings in the County Court and the Magistrates Court.	<b>C10</b>
C20	To prepare, approve and issue or serve the form and content of all legal documentation on behalf of the Council.	<b>Duplicate of C1 above</b>
C21	To lay information, complaints and claims on behalf of the Council for the purpose of any proceedings before the Magistrates' Court, County Court and other courts and tribunals, including all civil and criminal proceedings.	<b>Duplicate of C2 above</b>
C22	To defend all legal proceedings brought against the Council and to take any steps that are in his or her opinion expedient to that end.	<b>Duplicate of C3 above</b>
C23	To serve requisitions for information and other documents to enable the Council to receive information in the pursuance of legal proceedings.	<b>Duplicate of C7 above</b>
C24	Where the issue of any document, notice or order will be a necessary step in legal proceedings on behalf of the Council, to sign such document unless any enactment otherwise requires or unless the Council has given the necessary authority to some other person for the purposes of such proceedings.	<b>Duplicate of C8 above</b>
C25	To authorise, serve or issue all statutory notices, approvals and licences under any enactment other than those specifically delegated to another officer.	<b>Duplicate of C9 above</b>
C26	To instruct and/or seek the opinion of legal counsel and/or external solicitors in consultation with the appropriate Group Director or Head of Service and to instruct legal	<b>Duplicate of C10 above</b>

<b>C</b>	<b>Legal &amp; Governance</b>	<b>New JCD reference</b>
	counsel or experts to advise or appear on any matter and to agree fees arising.	
C27	To undertake those functions assigned under: <ul style="list-style-type: none"> <li>(i) art 3, Section 5 of the Constitution of the London Borough of Havering: local choice functions</li> <li>(ii) Part 3, Section 6 of the Constitution of the London Borough of Havering: Proper Officer function</li> </ul>	<b>Deleted Superfluous</b>
C28	To authorise activities under the Regulation of Investigatory Powers Act 2000 and to monitor proper use of activities under that Act.	<b>A14</b>
C29	To develop and implement the Council's Health & Safety Strategy	<b>Deleted Not delegated</b>
C30	To develop and implement the Council's information governance policies and protocols.	<b>Deleted Not delegated</b>
C31	To undertake all the administrative procedures for Schools Appeals, Hearings Panels and any other panels or Sub-Committees required under the terms of reference of the Adjudication and Review Committee and Licensing Committee: including but not limited to the appointment and re-appointment of independent persons for school appeals and other hearings, the selection of members or independent persons to consider specific cases, the consideration of applications for re-hearing of School Admission Appeals, the arrangement of panels and dates and the appointment of Chairmen of panels.	<b>C28</b>
C32	In consultation with the Leader of the Group of which the previous appointee is a Member, to appoint a Member of the Council to fill a casual vacancy in any appointment to another organisation arising during the course of a municipal year.	<b>C31</b>
C33	In consultation with Cabinet Members, Group Leaders and the Chairmen of Committees, to determine the schedule of meetings for each municipal year (including dates, times and places of meeting), on the basis that, so far as possible and practicable: <ul style="list-style-type: none"> <li>(a) The Regulatory Services Committee shall meet every three weeks (except around the Christmas/New Year period)</li> <li>(b) The Audit, Governance, Pensions and Standards Committees and the Overview &amp; Scrutiny Committees shall generally meet once during each period between ordinary Council meetings</li> <li>(c) Meetings will only be arranged for Monday or Friday</li> </ul>	<b>C27</b>

<b>C</b>	<b>Legal &amp; Governance</b>	<b>New JCD reference</b>
	evenings in exceptional circumstances.	
C34	To exercise general use and hire of the Town Hall for the purpose of meetings and other authorised events in accordance with approved fee scales and principles and guidelines agreed by the Governance Committee, but to be able to waive or reduce scales of fees and charges in suitable cases. To exercise general management of the Council Chamber, Committee Rooms and other accommodation for Members, including any audio-visual or other information technology equipment installed therein.	<b>C24</b>
C35	To approve arrangements for members' training.	<b>C25</b>
C36	To approve the attendance of members at conferences or training events outside the borough but within the United Kingdom, including any travel and accommodation arrangements.	<b>C26</b>
C37	Undertake those functions assigned under:  (a) Part 3, Section 6 of Constitution of the London Borough of Havering: Proper Officer functions	<b>Deleted Superfluous</b>
C38	To undertake those election functions assigned to the Proper Officer in the Constitution of the London Borough of Havering.	<b>Deleted Superfluous</b>

<b>D</b>	<b>ICT/BUSINESS SYSTEMS</b>	<b>New JCD reference</b>
D1	To develop the Council's e-government and t-government strategies.	<b>D1</b>
D2	To develop the Council's information systems, and information technology and e-government strategies.	<b>D2</b>
D3	To develop the Council's information and communications technology strategies including the supply, withdrawal, data protection, security and integrity of the systems to staff and members.	<b>D3</b>
D4	To supply connections and services to public sector partners and other organisations, provided that the integrity of the Council's information systems is maintained.	<b>D4</b>
D5	Agreeing arrangements for the use of any spare capacity in any computers or associated equipment owned by the Council under Section 38 of the Local Government	<b>D5</b>

<b>D</b>	<b>ICT/BUSINESS SYSTEMS</b>	<b>New JCD reference</b>
	(Miscellaneous Provisions) Act 1976	
D6	Approving sales of computer software developed and owned by the Council	<b>D6</b>
D7	Agreeing policies procedures and standards relating to the security, integrity and accessibility for ICT infrastructure and systems	<b>D7</b>

<b>E</b>	<b>STRATEGIC HUMAN RESOURCES</b>	<b>New JCD reference</b>
E1	To develop and implement the Council's human resources, organisation development, remuneration and occupational health strategies.	<b>E1</b>
E2	Implementing policies and procedures for recruitment, retention, change/reorganisation, redundancy, retirement, early retirement, redeployment, absence, capability, conduct, Terms and Conditions of Employment, including dismissal of staff.	<b>E3</b>
E3	To implement decisions and recommendations of recognised national negotiating bodies on all employment matters including terms and conditions of employment. Where there is a cost implication, a report must be made to the Cabinet.	<b>E4</b>
E4	Subject to appointments, dismissals, assimilation and redundancies for Heads of Service and above being authorised by Appointments Committee, to implement the procedure for any senior management re-alignment or restructuring including; <ul style="list-style-type: none"> <li>(i) Achieving any necessary reduction through voluntary redundancy;</li> <li>(ii) Considering applications from unaffected Heads of Service or above which would create a suitable alternative employment opportunity for an affected Head of Service or above;</li> <li>(iii) Deciding upon the ring fence arrangements and inviting applications for assimilation; and</li> <li>(iv) Arranging advertisements and assessment centres, and, subject to compliance with</li> </ul>	<b>E5</b>

<b>E</b>	<b>STRATEGIC HUMAN RESOURCES</b>	<b>New JCD reference</b>
	Contract Procedure Rules, appointing external recruitment consultants.	
E5	In consultation with the Director of Legal and Governance to amend HR policies where necessary in consequence of legislative, organisational or other changes that have no adverse financial effect.	<b>E6</b>

<b>F</b>	<b>ASSET MANAGEMENT (INCLUDING PROPERTY STRATEGY)</b>	<b>New JCD reference</b>
F1	To exercise general use and hire of public halls and buildings owned by the Council (except the Town Hall) for the purpose of community use, meetings and other authorised events in accordance with approved fee scales and principles but to be able to waive or reduce scales of fees and charges in suitable cases.	<b>F27</b>
F2	Subject to the availability of finance to be responsible for any alteration or improvement of facilities to the Council Chamber, Committee Rooms and other accommodation for Members.	<b>F27</b>
F3	To manage the operation of the relevant Contract Service Organisations (CSOs) including marketing the CSOs and consideration of the impact of new legislation on the CSOs, where relevant.	<b>H4</b>
F4	To exercise all the powers delegated to the Property Strategy Manager so far as legally permissible.	<b>F1</b>
F5	To exercise the powers and duties of the Council in relation to concessionary fares and similar schemes (including the taxi card scheme).	<b>F30</b>
F6	In relation to the taxi card scheme: <ul style="list-style-type: none"> <li>(i) To admit to the scheme persons from the waiting list of applicants.</li> <li>(ii) To agree a higher trip limit where justified by the degree of disability of the individual Director of Asset Management</li> <li>(iii) To approve dual holding of a concessionary fares permit and a taxi card where, in view of the individual's condition, it is appropriate to do so.</li> </ul>	<b>F30</b>
F7	To issue permits under the Minibus and Other Section 19 Permit Buses Regulations 1987 to appropriate	<b>F30</b>



<b>F</b>	<b>ASSET MANAGEMENT (INCLUDING PROPERTY STRATEGY)</b>	<b>New JCD reference</b>
	organisations.	
F8	To provide a security service for the Council's Administrative buildings	<b>F27</b>
F9	To conduct preliminary negotiations, negotiate, agree and conclude all property matters including the making and settling of rating appeals on council property and property valuations for all purposes	<b>F3</b>
	To undertake marketing of any Council property.	<b>F4</b>
F10	To instruct external property advisors, surveyors, auctioneers and consultants where necessary on property transactions.	<b>F5</b>
F11	To procure property and property services to meet the Council's occupation needs including responsibility for space use and allocation together with strategic facilities management. This function must be exercised subject to obtaining members authority for any financial approval not within budget.	<b>F1</b>
F12	To agree with a potential purchaser of a Council-owned property that the Council should retain an area of land where it is expedient to do so.	<b>Deleted – covered by other powers and duties</b>
F13	Following notification to the relevant ward members, to vary but not extend existing agreements for mobile phones masts at school sites in circumstances where installations are to be upgraded and lower emissions will result to enable Landlord's consent to be granted for the installation.	<b>F31</b>
F14	<p>To agree and incur reasonable pre-sale expenses up to a limit of £100,000 per transaction when disposing of property, such expenses to be offset against the capital receipts arising.</p> <p>These functions must be exercised in accordance with the following requirements:</p> <ul style="list-style-type: none"> <li>(i) complying with the Code of Practice on the Disposal of Surplus Property, set out in Appendix B</li> <li>(ii) In cases where the Cabinet has already approved the principle but not the terms of a property disposal without the invitation of competitive bids, the</li> </ul>	<b>F6</b>



<b>F</b>	<b>ASSET MANAGEMENT (INCLUDING PROPERTY STRATEGY)</b>	<b>New JCD reference</b>
	<p>provisionally agreed terms of any disposal exceeding £1,000,000 shall be reported to Cabinet for approval before the transaction is concluded.</p> <p>(iii) In cases that have not been the subject of competitive bids but are below £1,000,000 in value, the provisionally agreed terms of disposal should shall be reported to the Group Director Resources, before the transaction is concluded.</p> <p>(iv) complying with relevant Council policy on property transactions</p> <p>(v) referring a matter for Member decision where it is proposed to recommend other than the best financial bid</p> <p>(vi) concluding valuation and property disputes forming part of a pending or active court or arbitration proceedings, after consultation with either the Assistant Chief Executive Legal &amp; Democratic Services or the Group Director Resources, where there is insufficient time or opportunity to obtain a Member decision</p> <p>(vii) Making or settling rating appeals only in the Council's financial interests.</p>	
F15	To be the Council's designated corporate property officer, responsible for the strategic management of the Council's property portfolio, including corporate strategy and asset management, procurement of property and property services, planned and preventative maintenance programmes, property allocation and use, reviews, acquisitions and disposals, and commercial estate management.	<b>F1</b>
F16	To exercise all powers relating to Romford Market, including granting and revoking licences and enforcing relevant bylaws.	<b>F29</b>

<b>G</b>	<b>INTERNAL TRANSACTIONS</b>	<b>New JCD reference</b>
G1	To advise on, co-ordinate and manage all payroll functions on behalf of the Council.	<b>G1</b>
G2	To administer the Council's pension fund.	<b>G2</b>

<b>G</b>	<b>INTERNAL TRANSACTIONS</b>	<b>New JCD reference</b>
G3	The exercise of the client monitoring function in respect of occupational health and the Council's recruitment advertising contracts, and the power to select and accept tenders for external consultants or contracts in accordance with the Council's standing orders.	<b>G3</b>
G4	To grant gifts for long service up to the limit specified from time to time by the Director of Finance.	<b>G4</b>
G5	To approve the arrangements for members' training and development.	<b>G5</b>
G6	To act and make decisions on behalf of a pensions panel consisting of the Director of Finance, Director of Internal Transactions and Director of Legal & Governance for the purposes of Stage 2 appeals within the Internal Dispute Resolution Procedure Regulations and exercising other discretions within the Local Government Pension Schemes.	<b>G6</b>
G7	To approve proposals for the payment of allowances in accordance with the "Croydon Scheme" to staff injured in the course of their duties.	<b>G7</b>
G8	To undertake the role of appointed person for the Council in all matters relating to the Disclosure and Barring Service.	<b>G8</b>
G9	To grant car and season loans to eligible staff.	<b>G9</b>

<b>H</b>	<b>EXTERNAL TRANSACTIONS</b>	<b>New JCD reference</b>
H1	To exercise the Council's discretionary powers in relation to writing off amounts due for national non-domestic rate or surcharge on grounds of hardship or general rate on grounds of poverty, up to a maximum level of £10,000.	<b>H1</b>
H2	To exercise the Council's discretionary powers in relation to relief for Council Tax and commercial rates.	<b>H2</b>
H3	To act as statutory officer pursuant to for the collection of council tax and commercial rates	<b>H3</b>
H4	To manage the operation of the relevant Contract Service Organisations (CSOs) including marketing the CSOs and consideration of the impact of new legislation on the CSOs.	<b>H4</b>



## ONESOURCE JOINT COMMITTEE

22 January 2016

### Subject Heading:

London Borough of Bexley joining the oneSource Joint Committee.

### Report Author and contact details:

**Tony Huff**  
**Assistant Director of Business Services**  
**01708434155**  
**Tony.Huff@oneSource.co.uk**

### Financial summary:

Sharing of financial service with Bexley through the oneSource joint committee is expected to save oneSource £298k in 2016/17 increasing to £360k in following years. Future sharing of other back office functions with Bexley could deliver further savings in future years.

### Is this a Key Decision?

**No – Decision will be made by the Cabinets of each council.**

## SUMMARY

This report looks at a recommendation to Newham and Havering Councils that the London Borough of Bexley should join the oneSource partnership between Havering and Newham. This report is for information only as formal approval requires executive agreement to Bexley becoming a member of the Joint Committee and agreement to the variation to the Joint Committee agreement at Annex A.

It is intended that Bexley's Financial Services will join oneSource initially with their agreement to delegate the relevant functions to the Joint Committee. The three partner authorities will then explore sharing other back office services with a view to their joining oneSource in future phases if parties agree. The savings achieved by eliminating duplication and improving processes and maximising efficiency across the finance service will be shared across all three boroughs using an agreed formula.

Sharing the finance service of another council will give greater resilience to the combined service and therefore to each council. The inclusion of the finance service of Bexley demonstrates to other councils that it is relatively straight forward to join oneSource and make savings. This may help to attract further partners/customers thus generating further savings.

## RECOMMENDATIONS

This report is for information only. The Cabinet of each council will make the decision as to whether Bexley should join the partnership and share finance services with Havering and Newham Councils through oneSource. However, the Joint Committee is asked for any comments on this proposal.

## REPORT DETAIL

### Background

As part of efforts to generate savings and balance the Councils' budgets, oneSource has been exploring alternative methods of delivering services and the outcomes outlined in the oneSource Strategic Plan i.e. finding new partners to share services with.

In the spring of 2015 the London Borough of Bexley approached oneSource to explore the sharing of financial services. The scope of sharing services then increased to cover potential other back office functions.

A memorandum of understanding was signed with The London Borough of Bexley in July 2015 and detailed exploratory work was carried out. The outcome of this work was that all three councils could achieve significant savings through the sharing of financial services through oneSource. In addition this will improve and maintain service delivery for all three councils via the oneSource route as well as delivering on oneSource vision / strategic plan.

### Sharing Financial Services

It is proposed that the financial services to be shared with Bexley are as listed below:

- Transactional Finance (accounts payable, accounts receivable, reconciliations)
- Financial systems
- Operational Finance and Finance Business Partners
- Strategic/Corporate Finance
- Audit, Insurance & Risk
- Client Management of the Bexley Capita contract covering Council Tax, Benefits, NNDR and debt recovery.
- Financial enforcement services for the non-payment of council tax and parking.

The potential savings to oneSource and Bexley are shown below. The savings shown are the minimum that could be delivered.

	2016/17				2017/18				2018/19 onwards			
	Havering £000	Newham £000	Bexley £000	Total £000	Havering £000	Newham £000	Bexley £000	Total £000	Havering £000	Newham £000	Bexley £000	Total £000
Financial Services	97	97	549	743	128	128	845	1,101	128	128	845	1,101
Contribution to overheads	35	69	-104	0	35	69	-104	0	35	69	-104	0
Total	132	166	445	743	163	197	741	1,101	163	197	741	1,101

Through sharing these financial services with Bexley oneSource is expected to save £298k in 2016/17 increasing to £360k in 2017/18 onwards. Each Councils share of this is shown in the table above.

The oneSource savings above include Bexley making a contribution to oneSource overheads. This will be a contribution towards the cost of the transformation team, business development and senior management of oneSource. Any potential redundancy costs will be shared on the basis of savings share.

The financial services above for both oneSource and Bexley (exc. Council Tax, Benefits, NNDR and debt recovery) are currently going through transformation reviews and new structures are being developed to deliver a shared service. The new structures will be designed by the end of February 2016 and staff will be formally consulted from March 2016 onwards with the aim of implementing the shared service as soon as possible thereafter.

A review of Council Tax and Benefits will commence in February 2016 and will consider how the Bexley Capita contract can be managed within the shared service. Currently no savings are included in this report.

### **Other Benefits of Sharing with Bexley**

As well as delivering financial savings to the three councils the sharing of financial services will allow oneSource (and therefore the three councils) to have greater resilience across the service. The enlargement of the service will allow for additional cover across functions where there is a danger of single points of failure such as treasury management skills, VAT advice etc.

On-boarding another council to oneSource, albeit at present for finance services only, is in line with the oneSource strategic plan. The on-boarding of the finance service for Bexley will demonstrate to other councils that it is possible to join oneSource in a flexible way and should help to demonstrate to other councils that there is the ability to make savings through partnership working with oneSource.

The on-boarding of Bexley and sharing finance services demonstrates the success of oneSource in demonstrating the financial savings that can be made through working in partnership with other councils through sharing back office services.

### **Sharing Other Services**

The sharing of other back office services is being explored. Potentially the following services could be shared between the three councils through oneSource:

- Legal Services

- Human Resources and Organisational Development
- ICT (Bexley outsources contract and client management team)
- Procurement Services.

There are also potential savings for Havering and Bexley to achieve savings through sharing the following services (Newham are planning to make savings through other means in these areas):

- Policy
- Democratic Services

Work was undertaken on a desktop basis to identify potential savings to each council. This shown in the table below:

	2016/17				2017/18				2018/19 onwards			
	Havering £000	Newham £000	Bexley £000	Total £000	Havering £000	Newham £000	Bexley £000	Total £000	Havering £000	Newham £000	Bexley £000	Total £000
Potential Further Services												
HR, ICT (Client), Procurement, Legal.					51	74	124	249	102	125	226	453
Policy & Democratic Services					120		120	240	240		240	480
Contribution to overheads					96	150	-246	0	96	150	-246	0
Total					267	224	-2	489	438	275	220	933

However, more detailed work is required before it will be possible to identify where actual savings could be made through sharing these services. It is therefore recommended that this further work be undertaken to look at these services in more detail and to report back to the Joint Committee and the three councils with any recommendations sometime in the future but at the latest by the autumn of 2016.

### Governance Issues - Joint Committee and Delegation Agreement

oneSource is governed through the Joint Committee. As members are aware, the Joint Committee operates as a council committee and has the discharge of the Council functions delegated to it by the participating Councils, which are then delegated onwards to officers via a Scheme of Delegation.

The Joint Committee and Delegation Agreement sets out the governance of the Committee. Attached to this report in Annex A is a draft revised Agreement to enable Bexley to join the Joint Committee to enable the delegation and sharing of financial services.

The key changes made are as follows:

Committee membership: Agreement must be reached on the level of Bexley's membership on the Committee. Currently, Havering and Newham Councils have three seats each on the Joint Committee. There are no proposals to change this number. Based on the financial turnover being brought into the shared service, it is recommended that Bexley has one seat on the Joint Committee and this is agreed in principle by the participating authorities. If further services are brought into the shared service then membership of the committee can be reviewed.

Chair: Havering and Newham will continue to rotate as chair of the Joint Committee as now with the council not acting as chair having the vice chair. However, Bexley will also have its member as a vice chair of the committee.

Savings and cost sharing formulae: Schedule 4 of the Agreement has been rewritten so as to identify the savings and cost sharing formula in line with a new partner joining the shared service. The cost and savings formula is broken down to an activity level and only covers 2016/17. It is based on the provision 2016/17 budgets and takes into account existing planned savings for both oneSource and Bexley. It is proposed that any redundancy costs are shared on each Council's expected savings share.

Delegations: Neither Havering nor Newham Councils are required to change any of its delegations to the Joint Committee previously approved. Bexley will be required to approve its relevant delegations and the Joint Committee will then review its Scheme of Delegation to ensure the effective onwards delegation of functions to officers.

The signing of a new Joint Committee Agreement outlining governance arrangements for the London Borough of Havering, Newham and Bexley will be recommended to be delegated to the Managing Director (oneSource) in consultation with the relevant Lead Member of each council. Schedule 4 will need to be reapproved by the Joint Committee each year in consultation with the three councils.

The cabinets of Havering and Newham are being recommended to:

- Agree to the London Borough of Bexley joining oneSource as a member of the Joint Committee.
- Agree to the shared delivery of financial services and functions with Bexley as set out in this report and its appendices.
- If 1 and 2 are agreed, agree the revised Joint Committee and Delegation Agreement attached in Annex A.
- To delegate to the Managing Director of oneSource in consultation with the relevant Lead Member of each council, all further actions and decisions required to finalise the revised Joint Committee Agreement.
- Cabinet is also being asked to note:
  - Further negotiations are taking place for additional services to be added to oneSource
  - The revised Distribution Formula attached as Schedule D to the Agreement with the recalculation of the funding agreement percentages to be finalised as soon as practicable in the next financial year after the final budgets are known for each Joint Committee member.

## REASONS AND OPTIONS

Reasons for the decision:

- Sharing services with Bexley will lead to minimum savings of £132k for Havering. Savings could increase if further services are shared.
- Sharing the finance service of another council will give greater resilience to the combined service and therefore to each council.
- The inclusion the finance service of Bexley demonstrates to other councils that it is relatively straight forward to join oneSource and make savings. This may help to attract further partners/customers thus generating further savings.

### Other options considered:

As Bexley are only interested in sharing services through joining the existing Joint Committee arrangements, no other option has been considered. If the proposal is not agreed, the potential to expand oneSource services and deliver greater resilience and deliver savings as set out in this report cannot be achieved

## IMPLICATIONS AND RISKS

### Financial implications and risks:

The financial position of oneSource has a direct bearing on the financial position of the member Councils with any savings or overspends being shared as set out in the Joint Committee Agreement. Through sharing the finance service with Bexley it is anticipated that £298k will be saved in 2016/17 increasing to £360k in 2017/18 onwards. Havering's share of these savings is £132k in 2016/17 and £163k in future years.

oneSource has a target of £14m to make by 2017/18. The savings achieved through sharing services with Bexley will contribute towards the achievement of these savings targets.

### Investment Costs

At this stage no investment costs have been identified. Should any significant investment provide necessary the total costs and each Council's share would be agreed with the member Councils in advance. At this point it will be the responsibility of each Council to identify appropriate sources of funding for their contribution.

### Redundancy Costs



Any redundancy costs will be shared on the basis of the funding agreement. This will be regardless of the council incurring the costs, e.g. if more redundancy costs fall to one council as a result of staff changes to the Joint Committee, both councils will meet their share of costs.

### Risks

Whilst every effort has been made to ensure the robustness of the savings/cost estimates above, it should also be noted that actual figures may differ as the changes are implemented. However, these risks are no different than the current risk of under/overspend faced by the Councils in delivering services.

### **Legal implications:**

Legal comments have been made to the revised Joint Committee and Delegation Agreement attached to this report allows for Bexley joining the Joint Committee arrangement. It is important to note that no other major variations have been made to the agreement already in place between Havering and Newham.

### **Human Resources implications and risks:**

The sharing of financial services with Bexley will require a restructure of the service early in the new financial year. This was planned for oneSource in any case. With the scale of savings required it is likely that the majority of the savings will need to come from staffing budgets. There is therefore a potential for redundancies within oneSource. Any change process will be undertaken in accordance with each Councils Organisational Change Management policies and procedures, oneSource protocols and employment legislation. The revised Joint Committee Agreement deals with the issue of how the potential cost of any redundancies is shared between the three councils.

### **Equalities implications and risks:**

There are no adverse equalities implications under s.149 of the Equality Act 2010 arising from the structural changes to the discharge of functions proposed by this report. An Equalities Assessment will be undertaken as part of any restructure proposals.

## **BACKGROUND PAPERS**

oneSource Strategic Plan

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## Appendix 2 – Joint Committee and Delegation Agreement

**Dated**

**(1) London Borough of Havering (LBH)**

**(2) London Borough of Newham (LBN)**

**(3) London Borough of Bexley (LBB)**

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**Joint Committee and Delegation Agreement**

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**THIS AGREEMENT is made on**

**BETWEEN**

- (1) London Borough of Havering, Town Hall, Main Road, Romford. RM1 3BD ("LBH")
- (2) London Borough of Newham, Town Hall, Barking Road, East Ham, London E6 2RP ("LBN")
- (3) London Borough of Bexley, Civic Offices, 2 Watling Street, Bexleyheath, Kent, DA6 7AT ("LBB")

Together: " the Councils"

**BACKGROUND**

- (A) The Councils are principal authorities for the purposes of the Local Government Act 1972 and best value authorities for the purposes of the Local Government Act 1999.
- (B) LBH and LBN agreed to establish and to participate in a joint committee (the "Joint Committee") to facilitate the joint delivery of certain of their functions (the "Delegated Functions") with a view to their more economical, efficient and effective discharge. These functions comprise those associated with the Shared Services as listed in Schedule 2. LBH and LBN agreed to delegate their Executive functions as set out in Schedule 2. and entered into a Shared Service Agreement dated 1 September 2014 (the Shared Service Agreement), which commenced in April 2014.
- (C) The Councils entered into the Shared Service Agreement in reliance on the rights given to local authorities to undertake administrative arrangements of this nature in sections 101, 102, 112 and 113 of the Local Government Act 1972, sections 9EA and 9EB of the Local Government Act 2000 and Section 1 of the Localism Act 2011 and the regulations made under these Acts; and the supporting provisions within section 111 Local Government Act 1972 and all other relevant powers.

- (D) The Councils intend to enter into this amended Agreement in order to include LBB within the arrangements set out in the Shared Services Agreement including representation for LBB on the Joint Committee and delegation thereto of the relevant functions.

## **OPERATIVE PROVISIONS**

### **1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement the following expressions have the following meanings unless inconsistent with the context:

“Agreement”

This agreement

“Assets”

all and any assets used in delivery of the Shared Services including all items of furniture, information technology (including Software), and all other equipment supplied by the Councils for use in the delivery of the Shared Services

“Asset Register”

a register of all the Assets used by the Councils in the delivery of the Shared Services

"Background IPR"

shall mean all intellectual property rights which are proprietary to a Council prior to the Commencement Date

“Business Day”

any day other than a Saturday or Sunday on which banks are open for domestic business in the City of London; and additionally excluding 25, 26, 27, 28, 29, 30, 31 December

“Chief Officer”	an officer who in the structure of the employing Council falls within that Council’s definition (consistent with the Local Authorities Standing Orders (England) Regulations 2001)
“Commencement Date”	the date of this Agreement
“Commercially Sensitive Information”	any information in respect of which the Councils agree that disclosure would or would be likely to prejudice the commercial interests of any person
“Constitution of the Joint Committee”	the constitution set out at Schedule 1
“Councils”	London Borough of Havering, London Borough of Newham and London Borough of Bexley
“Council”	means singly the London Borough of Havering, London Borough of Newham or the London Borough of Bexley
“Delegated Functions” in	those functions and responsibilities set out  Schedule 2 which have been delegated by the Councils to the Joint Committee in the manner described in Schedule 2;
“Delegated Powers”	those detailed decision making powers the Delegated Functions which have been delegated from time to time by the Councils to the Joint Committee



“Deputy Chief Officer”  
employing

an officer who in the structure of the  
  
Council falls within that Council’s definition  
(consistent with the Local Authorities  
Standing Orders (England) Regulations  
2001)

“DPA”

Data Protection Act 1998

“Distribution Formula”

the formula and principles by which the  
percentage contributions of each of the  
Councils are determined in accordance  
with Schedule 4

“Exempt Information”  
relating

any information or class of information  
  
to this Agreement which may fall within an  
exemption to disclosure under FOI  
Legislation

“FOI Legislation”

the Freedom of Information Act 2000 (FOI)  
and subordinate legislation made under  
this and  
  
the Environmental Information Regulations  
2004 (EIR)

“Finance Officer to  
the Joint Committee”  
to the

the officer designated as Finance Officer  
  
Joint Committee by the Joint Committee  
from time to time

“Head of Paid Service”

an officer designated by a Council as the  
Council’s Head of Paid Service in  
accordance with section 4 of the Local

Government and Housing Act 1989

“Information Request”  
Legislation

a request for information under FOI

“Intellectual Property  
Rights”

rights in patents, trade marks, service marks, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright (including rights in software), database rights, knowhow, trade secrets, confidential business information, trade or business names and any similar or analogous rights to any of the above, whether arising or granted under the Laws of England or of any other jurisdiction

“Key Decision”

is an Executive decision which is likely

- (i) to result in the local authority incurring expenditure which is, or the making of savings which are, significant having regard to the local authority’s budget for the service or function to which the decision relates.

- (ii) to be significant in terms of its effects on communities living or working in an area comprising two or more wards or electoral divisions in the area of the local authority.

In determining the meaning of “significant”, regard must be had to any guidance issued by the Secretary of State

“Lawyer to the Joint  
Committee”

the officer designated as Lawyer to the Joint Committee by the Councils or such other officer of the Councils as may be agreed by the Joint Committee from time to time

“Managing Director”  
Committee

The officer appointed by the Joint on behalf of the Councils with responsibility for managing the Shared Services.

“Monitoring Officer”

The person designated by the Councils as the Monitoring Officer pursuant to the Local Government Act and Housing Act 1989.

“Political Group Leader”  
political

a person designated as the leader of a group in accordance with the Local Government (Committees and Political Groups) Regulations 1990

“Relevant Staff”

staff employed in carrying out the Shared Services

“Reserved Function(s)”

the functions and responsibilities (if any) described in Schedule 2 as reserved function(s) and which have been reserved to either of the Councils and therefore not Delegated Functions and do not fall within the remit of the Shared Services described in Schedule 2

“Secretary to the Joint Committee”

the officer designated as Secretary to the Joint Committee by the Councils or such other officer of the Councils as may be agreed by the Joint Committee from time to time (also known as "Committee Secretary")

“Section 151 Officer”

the officer designated by a Council as the person responsible for the proper administration of its financial affairs, as required by section 151 of the Local Government Act 1972

“Service Director”

an officer appointed by the Joint Committee reporting directly to the Managing Director and responsible for the management of one or more of the Shared Services

“Service Plan(s)”

plans prepared in a format to be agreed by the Joint Committee including planned service levels of the Shared Services for a defined period including financial and other related data

“Shared Service(s)”

those services detailed in Schedule 2 and which are associated with the performance of “Delegated Functions”; to include such additional services as are agreed by the Councils

“Shared Services Policies and Procedures”

any policies and procedures which

the Councils agree should apply to the Relevant Staff or some of them

“Software”

any and all computer programs in both source and object code form, including all modules, routines and subroutines of such programs and all source and other preparatory materials relating to them, including user requirements, functional specifications and programming specifications, ideas, principles, programming languages, algorithms, flow changes, logic, logic diagrams, orthographic representations, file structures, coding sheets, coding and any manuals or other documentation relating to them and computer generated works

“Support Services”  
may be

the services within each Council which required to assist the Joint Committee in the discharge of the Delegated Functions including secretariat services to support the administration of the Joint Committee itself

- 1.2 References to any statute or statutory provision (including any EU Instrument) shall, unless the context otherwise requires, be construed as including references to any earlier statute or the corresponding provisions of any earlier statute, whether repealed or not, directly or indirectly amended, consolidated, extended or replaced by such statute or provision, or re-enacted in any such statute or provision, and to any subsequent statute or the corresponding provisions of any subsequent statute directly or indirectly

amending, consolidating, extending, replacing or re-enacting the same, and will include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision.

- 1.3 The headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 1.4 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 1.5 A reference in this Agreement to any clause, paragraph or Schedule is, except where it is expressly stated to the contrary, a reference to a clause or paragraph of or Schedule to this Agreement.
- 1.6 Any reference to this Agreement or to any other document unless otherwise specified shall include any variation, amendment or supplements to such document expressly permitted by this Agreement or otherwise agreed in writing between the relevant councils.
- 1.7 Words preceding “include”, “includes”, “including” and “included” shall be construed without limitation by the words which follow those words unless inconsistent with the context, and the rule of interpretation known as ejusdem generis shall not apply.

## **2 ESTABLISHMENT OF A JOINT COMMITTEE**

- 2.1 In exercise of their powers under sections 101(5) and 102 of the Local Government Act 1972, sections 9EA and 9EB of the Local Government Act 2000 and all other enabling powers including the Local Authorities (Arrangements for the Discharge of Functions) (England), the Councils have agreed the Constitution of the Joint Committee set out in Schedule 1 which shall govern the operation of the Joint Committee, established by the Councils, and have further agreed to enter this Agreement to set out those arrangements with effect from the Commencement Date.

### **3. FUNCTIONS OF THE JOINT COMMITTEE**

- 3.1 The Councils agree that the Joint Committee shall be constituted and shall operate and conduct its business in accordance with the terms of this Agreement including the Constitution of the Joint Committee as set out at Schedule 1.
- 3.2 The Councils agree to delegate and empower the Joint Committee to discharge on their behalf the Delegated Functions and empower the Joint Committee to arrange for the discharge of the Delegated Functions and Delegated Powers in the manner set out in this Agreement with effect from the 1st April 2016 save that the between the Commencement Date and the 1 April 2016 the Councils can commence consultation on a proposed shared finance structure.
- 3.3 LBB hereby agree to delegate and empower the Joint Committee to discharge on their behalf the Delegated Functions and empower the Joint Committee to arrange for the discharge of the Delegated Functions and Delegated Powers in the manner set out in this Agreement with effect from the 1st April 2016 save that the between the commencement date and the 1 April 2016 the councils can commence consultation on a proposed shared finance structure.

### **4. SERVICE PLANS**

- 4.1 Each Council shall submit to the Finance Officer of the Joint Committee before the end of October each year, their estimate of the funding likely to be available to fund the Shared Services for the following three (3) financial years.
- 4.2 The Managing Director shall prepare and submit to the Joint Committee no later than the end of November each year an annual written Service Plan for the Shared Services for the next three financial years, encompassing Service Plans for each of the Shared Services. This shall take into account any constraints arising from clause 4.1 above and set out inter alia the outputs to be achieved by and the resources required for the relevant

Shared Service.

- 4.3 On receipt of a Service Plan for a Shared Service, the Joint Committee shall by the end of the calendar year, review, make such amendments as it thinks fit and approve the Service Plan together with the relevant service level agreement(s).
- 4.4 The Joint Committee shall be responsible for reviewing actual performance of the Shared Services against the Service Plans and service level agreement(s).
- 4.5 The Managing Director shall submit to the Joint Committee no later than the last working day of May each year, an annual report on the activities of the Shared Services over the past financial year including an account of financial matters and explaining the main plans and activities for the coming year.
- 4.6 In the event that for whatever reason the Managing Director does not submit his/her report to the Joint Committee or the Joint Committee does not meet the Councils agree that the services envisaged by this agreement will continue using the previous financial year's reports with a provisional budget based on that of the previous year amended to incorporate the estimated funding proposed by the Councils under clause 4.1 above.

## **5. OFFICE ACCOMMODATION FOR SHARED SERVICES**

- 5.1 Each Council shall provide suitable working accommodation for each of the Relevant Staff as may be determined by the structure from time to time established by the Joint Committee for the performance of each of the Shared Services.
- 5.2 It is intended that Relevant Staff will remain in their existing locations where feasible, although re-location of staff may take place where, in the opinion of the Managing Director, and following consultation with the Joint Committee, this will enhance the efficiency of the Shared Service. Any re-



location of staff shall be undertaken in accordance with the employing Council's procedures in that regard.

## **6. SUPPORT SERVICES**

- 6.1 If any of the Councils believe that additional Support Services may be required for the effective management or performance of the Shared Services it shall consult the other Councils to reach agreement as to the appropriate way of providing the additional Support Services. If the Councils are unable to agree the appropriate way of providing the additional Support Services the matter shall be dealt with in accordance with the dispute resolution procedure set out at clause 16.

## **7. ASSETS**

- 7.1 The Councils agree that on the Commencement Date they will draw up an inventory of Assets ('The Asset Register') which will be kept and regularly updated by the Secretary to the Joint Committee.

## **8. COSTS AND LIABILITIES IN RESPECT OF THE JOINT COMMITTEE**

- 8.1 All losses, claims, expenses, actions, demands, costs and liabilities incurred by the Joint Committee in fulfilling obligations under this Agreement shall be shared by the Councils in accordance with the Distribution Formula detailed in Schedule 4 or on such other terms as may be agreed between the Councils.
- 8.2 Each Council hereby agrees that it shall accept liability for all claims, costs and expenses incurred by it as a result of any decision, advice, action or omission of staff carrying out the Shared Services whether they are employed by that Council or the other Councils.
- 8.3 For the avoidance of doubt, such costs shall include matters relating to the employment and transfer of staff, losses, costs, expenses or liabilities arising from contracts with third parties and in relation to assets, by way of illustration. For the further avoidance of doubt each Council shall be responsible for all actions and liabilities arising prior to the Commencement

Date.

8.4 This clause 8 shall survive the expiry or determination of this Agreement.

## 9. **INSURANCE**

9.1 Each Council shall ensure that:

9.1.1 it maintains throughout the duration of this Agreement (or procures the taking out and maintenance of) adequate insurance to the levels set out in clause 9.2 and any other such insurances which may be required by law;

9.1.2 the insurance obtained is effective no later than the date on which the relevant risk commences;

9.1.3 it is responsible for meeting and promptly pays all costs of all insurance premiums for the insurances referred to in clause 9.2; and

9.1.4 upon written request it provides to the other Councils making the written request:

9.1.4.1 copies of all insurance policies required under this clause;

9.1.4.2 evidence that all of the premiums payable under such insurance policies have been paid in full; and

9.1.4.3 evidence that the insurances remain in full force and effect.

9.2 Each Council shall ensure that at all times an adequate level of insurance is maintained by it in respect of the provision of the Shared Services.

9.3 Where either Council allows its premises to be used to allow Relevant Staff to work on matters relating to this Agreement that Council shall ensure that adequate insurance cover is effected and maintained to cover employee liability (including vicarious liability for Relevant Staff employed by the

other Council), public liability and any other insurance requirements which may accord with good practice.

9.4 Each Council warrants to the other that as at the date of this Agreement:

9.4.1 it has provided a copy of this Agreement to its insurer (in this clause 9, the “Insurer”); and

9.4.2 upon receipt of a notice from an Insurer to a Council that the terms of the insurances required under this clause 9 have changed or that the Insurer withdraws its insurance that Council shall promptly notify the other and use its best endeavours to forthwith obtain replacement insurance as required under this clause 9.

## **10. STAFFING**

10.1 The Relevant Staff shall be deployed in accordance with the organisational structure approved by the Joint Committee. The Relevant Staff shall not be transferred to another employer as a result of the employing Council entering into this agreement.

10.2 Where a Relevant Staff member ceases to be employed thereby creating a vacancy or a new post is created (unless it is a Chief Officer or Deputy Chief Officer post) the Managing Director or the Service Director of the Relevant Shared Service acting under their authority shall appoint to the post. Any newly appointed Relevant Staff member shall be employed by the Council which employed the former Relevant Staff member unless otherwise agreed by the Managing Director or by the Joint Committee, following consultation with the s151 Officers of the Councils taking account of factors including service and pension fund requirements and the personal circumstances of the prospective employee.

10.3 (a) In the event of the Managing Director post becoming vacant, candidates shall be interviewed by the Joint Committee, and their preferred candidate shall be recommended to the employing Council to appoint following its own procedural rules.

- (b) For statutory officers including the Monitoring Officer, candidates shall be interviewed by the Joint Committee together with the Managing Director and a selection panel (to be agreed for each appointment which may include representatives of the Joint Committee). The Joint Committee would then propose a shortlist of appointable candidates for subsequent interview and appointment by the employing Council in accordance with its procedural rules for such appointments.
- (c) For other Chief Officer or Deputy Chief Officer posts candidates for the vacancy shall be interviewed by the Joint Committee together with the Managing Director and the preferred candidate shall be recommended to the Councils for confirmation if required following the relevant procedural rules for appointment of Chief Officers and Deputy Chief Officers.

10.4 The Service Director of each Shared Service shall be responsible for the day to day management of the Relevant Staff, including but not limited to performance management, allocation of holiday, training, personal development reviews and sickness absence issues in accordance at all times with any applicable terms and conditions of employment and Shared Services Policies and Procedures. For the avoidance of doubt this will include administering ill-health and disciplinary procedures, in respect of instances of long term sickness absence by a member of Relevant Staff and/or where formal disciplinary action may lead to dismissal of a member of Relevant Staff.

10.5 Each Council shall ensure that all Relevant Staff are provided with appropriate authorisation to perform the Shared Services.

10.6 The Councils each hereby agree to place their Relevant Staff at the disposal of the other, in accordance with Section 113 of the Local Government Act 1972 and any successor legislation, for the purposes of the efficient and effective provision, to the Councils, of the Shared Services.

## **11. FUNDING OF THE JOINT COMMITTEE**

- 11.1 The Finance Officer to the Joint Committee shall prepare a base budget forecast for the Shared Services in respect of the next three financial years by reference to the resources approved within the Service Plans and the estimate of funding provided by the Councils under clause 4.1 above.
- 11.2 The Joint Committee shall, as soon as practicable within the overall budget cycle, but in any event no later than the 10th January of each year, submit to each Council its funding requirements for the following financial year.
- 11.3 If any Council disagrees with the amount of their contribution payable in accordance with this clause 11 then they may pursue the dispute resolution procedure set out in clause 16 or may withdraw from their involvement in the Joint Committee in accordance with clause 14. For the avoidance of doubt during the period of the dispute the financial arrangements then in place shall continue until the dispute is resolved by the Councils through the mechanisms of this Agreement.
- 11.4 Subject to paragraph 11.3 above:
- a) The Councils agree that the annual funding requirement of the Joint Committee and its administration shall be shared between the Councils in accordance with the Distribution Formula set out in schedule 4; and
  - b) The Councils shall contribute funding in such sum as represents the proportion of the funding requirement for each financial year determined by the Distribution Formula.
- 11.5 The Councils will annually by the 30<sup>th</sup> April calculate the total funding they have contributed on the Shared Services in accordance with clause 11.4 and Schedule 4 for the previous financial year and any balancing payment required between the Councils to achieve compliance with Schedule 4 shall be made within one month of the completion of the reconciliation.

- 11.6 The Councils' Section 151 Officers and other authorised officers shall have access at all reasonable times and with due notice to the relevant financial records of their Council and shall be entitled to seek explanations concerning queries relating thereto.
- 11.7 The staff carrying out internal audit functions and Councils' section 151 Officers and Monitoring Officers shall have right of access to all records, assets, personnel and premises, including those of partner organisations and the authority to obtain such information and explanations as they consider necessary to fulfil their responsibilities.
- 11.8 The Distribution Formula shall be as set out in Schedule 4. Such proportion shall reduce or increase proportionately in the event that other Councils become parties to this Agreement, or any of the Councils withdraw.

## **12. DURATION OF AGREEMENT**

- 12.1 This Agreement shall come into force on the Commencement Date and shall continue until terminated in accordance with the provisions of this Agreement.

## **13. VARIATION OF THIS AGREEMENT**

- 13.1 Any of the Councils may request a variation to this Agreement by making such a request in writing to the Secretary to the Joint Committee.
- 13.2 The Secretary to the Joint Committee shall circulate the request to each of the Councils within 10 Business Days of receipt of the request for consideration and approval by the Councils. The Council who is requested to consider a variation to the Agreement shall respond within 20 business days of receipt or such other period as the Councils may agree.
- 13.3 If all of the Councils approve the variation then the Secretary to the Joint Committee shall arrange for the preparation of an appropriate Deed of Variation to this Agreement to be prepared for execution and each Council shall seek the approval of its Cabinet or Council if appropriate and such change shall only take effect upon either approval by the Council's Cabinets or Council or completion of that Deed as appropriate and the

costs associated with the preparation of such Deed of Variation shall be shared pro rata between the Councils on such terms as set out in Schedule 4.

- 13.4 If one of the Councils does not approve the change then the change to this Agreement shall not occur. If the Councils are unable to agree the variation the matter shall be dealt with in accordance with the dispute resolution procedure set out at clause 16.

#### **14. WITHDRAWAL FROM THE JOINT COMMITTEE**

- 14.1 Any Council may withdraw from the Joint Committee in accordance with the following procedure:

14.1.1 Any Council which wishes to withdraw from the Joint Committee ('the Withdrawing Council') shall give not less than 15 months' notice to the other Councils and the Secretary to the Joint Committee of its intention to do so.

14.1.2 If the Withdrawing Council does not give 15 months' notice the Withdrawing Council agrees to pay the Joint Committee the proportion of costs and expenses it would have paid had it in fact given 15 months' notice and remained a member of the Joint Committee

- 14.2 Any Council wishing to withdraw from the Joint Committee undertakes to make within 3 months of the start of the notice period such reasonable payment or payments which fairly reflect the actual costs, claims, losses, liabilities or expenses caused by or anticipated as a result of the withdrawal as shall be determined jointly by the Councils pursuant to clauses 8, 11 and 14.1 above acting reasonably.

- 14.3 The Councils and the Joint Committee will work jointly to identify as soon as practicable, and in any event within 11 weeks of the start of the notice period, all the costs, claims, losses, liabilities or expenses caused by or anticipated as a result of the withdrawal so that the payment referred to in clause 14.2

can be made within 3 months of the start of the notice period. Any additional costs associated with the withdrawal identified after the payment has been made remain with whichever Council has legal liability for them.

- 14.4 The Council which has given notice to withdraw from the agreement can unilaterally withdraw the notice at any point prior to the payment of the additional costs referred to in clause 14.2, but can only withdraw it after the clause 14.2 payment has been made with the consent of the other Councils.
- 14.5 For the avoidance of doubt, clause 17 (Mediation) shall apply in the event of agreement is not reached on the amount payable under this clause and in the event of the mediation process being invoked the timescales set out in clauses 14.2 and 14.3 shall be adjusted so that the Council that has given the notice has 2 weeks from the date of the conclusion of the mediation to make the payment or withdraw their notice, and the notice period will end 12 months and 2 weeks after the conclusion of the mediation.
- 14.6 Where a Council withdraws from this Agreement the other Councils shall determine whether to continue with the arrangement or to agree to terminate the agreement and the provisions of clause 15 shall apply.
- 14.6.1 Where the non-withdrawing Councils agree to continue with this Agreement, the effect of a Council withdrawing from the Joint Committee are set out below:
- 14.6.2 Council shall supply to any other Council when requested any information which the other Council requires for the continuing provision by that other Council of any of the Shared Services.
- 14.6.3 Any Intellectual Property Rights created under this Agreement shall be owned by the Councils in equal proportions; and
- 14.6.4 The withdrawing Council shall pay such reasonable payment or payments which fairly reflect the obligations of that Council pursuant to this Agreement on the basis set out in clauses 8, 11 and this clause 14



14.6.5 All Assets held by either of the Councils for the purposes of this Agreement shall where reasonably practicable:

- (i) be divided between the Councils proportionate to the average cost of the relevant Shared Service over the previous year;
- (ii) be sold for the best consideration possible and the proceeds of sale divided between the Councils proportionate to the average cost of the Shared Services over the previous year, or where relevant;
- (iii) be retained by any of the Councils for its own use and purposes subject to an equitable financial settlement to the other Council as agreed between the Councils;
  - i. Be dealt with as otherwise agreed between the Councils; or
  - ii. In the absence of agreement, in accordance with the dispute resolution procedure in clause 16.

14.7 It shall be the duty of all of the Councils to try to minimise any losses arising from the withdrawal of a Council from the Joint Committee. Amongst other issues the Councils shall use all reasonable endeavours to offer priority redeployment to any of their respective staff then employed in the provision of the Shared Services, whether by redeploying the staff to provide one or more of the Shared Service functions for the Council or to be redeployed more generally and/or by helping to seek alternative employment for them.

## 15 **TERMINATION OF THIS AGREEMENT**

15.1 Without prejudice to Clause 14.1 the Councils agree that this Agreement may be determined upon terms agreed by the Councils subject to the terms of this Agreement.

15.2 In the event of termination of this Agreement:

- 15.2.1 Any Council shall supply to any other Council when requested any information which the other Council requires for the continuing provision by that other Council of any of the Shared Services.
- 15.2.2 Any Intellectual Property Rights created under this Agreement shall be owned by the Councils in equal proportions; and
- 15.2.3 Each of the Councils shall undertake to pay such reasonable payment or payments which fairly reflect the obligations of that Council pursuant to this Agreement on the basis set out in clauses 8, 11 and 14.
- 15.3 In the event of termination of this Agreement, all Assets held by either of the Councils for the purposes of this Agreement shall:
- 15.3.2 Where reasonably practicable be divided between the Councils proportionate to the average cost of the relevant Shared Service over the previous year;
- 15.3.3 Be sold for the best consideration possible and the proceeds of sale divided between the Councils proportionate to the average cost of the Shared Services over the previous year, or where relevant;
- 15.3.4 Be retained by any of the Councils for its own use and purposes subject to an equitable financial settlement to the other Council as agreed between the Councils;
- 15.3.5 Be dealt with as otherwise agreed between the Councils; or
- 15.3.6 In the absence of agreement, in accordance with the dispute resolution procedure in clause 16.
- 15.4 It shall be the duty of all of the Councils to try to minimise any losses arising from the determination of this Agreement. Amongst other issues the

Councils shall use all reasonable endeavours to offer priority redeployment to any of their respective staff then employed in the provision of the Shared Services, whether by redeploying the staff to provide one or more of the Shared Service functions for the Council or to be redeployed more generally and/or by helping to seek alternative employment for them.

## **16 INTERNAL DISPUTE RESOLUTION**

- 16.1 The Councils (and where the context requires, the Heads of Paid Service of the Councils) undertake and agree to pursue a positive approach towards dispute resolution which seeks (in the context of this joint working arrangement) to identify a solution at the lowest operational level that is appropriate to the subject of the dispute and which avoids legal proceedings and maintains a strong working relationship between the parties.
- 16.2 Any dispute or difference relating to this Agreement shall in the first instance be referred to the Service Director to resolve in liaison with the relevant Director of the other Councils. In the event that such matters cannot be resolved within 10 Business Days it shall be referred to the Managing Director and in default of agreement within a further 10 Business Days the matter shall be referred to the Heads of Paid Service. If the Heads of Paid Service are unable to resolve the matter then it shall be referred to the Joint Committee for determination.
- 16.3 In the event of any dispute or difference between the Councils relating to this Agreement which it has not been possible to resolve by the Joint Committee (whether this may be a matter of interpretation or otherwise) the matter shall be referred to mediation in accordance with clause 17.

## **17 MEDIATION**

- 17.1 If at any time any dispute or difference shall arise between the Councils or any of them which they are not able to resolve in accordance with this Agreement the same shall be referred to and settled by a single mediator to be appointed by agreement by the Councils; or in default of agreement,

nominated on the application of any of the Councils by the **Centre for Effective Dispute Resolution (CEDR)**

## **18 NOTICES**

### **18.1 Form of notice**

Any demand, notice or other communication given in connection with or required by this Agreement shall be made in writing and shall be delivered to, or sent by prepaid first class post to, the recipient at the address stated in Schedule 3 (or such other address as may be notified in writing from time to time) or sent by electronic mail to the electronic mail address of the recipient stated in Schedule 3 (or such other address as may be notified in writing from time to time).

### **18.2 Service**

Any such demand, notice or communication shall be deemed to have been duly served:

- 18.2.1 if delivered by hand, when left at the proper address for service;
- 18.2.2 if given or made by prepaid first class post, two Business Days after being posted; or
- 18.2.3 If sent by electronic mail at the time of transmission provided in each case that if the time of such deemed service is either after 4.00 pm on a Business Day or on a day other than a Business Day, service shall be deemed to occur instead at 10.00 am on the next following Business Day.

## **19 INFORMATION AND CONFIDENTIALITY**

- 19.1 The Councils shall keep confidential any Commercially Sensitive Information relating to this Agreement or the Intellectual Property Rights of the parties and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any Commercially Sensitive Information relating to the Agreement or Intellectual Property

Rights of the parties.

19.2 Clause 19.1 shall not apply to:

- 19.2.1 Any disclosure of information that is reasonably required by persons engaged in the performance of their obligations under this Agreement;
- 19.2.2 Any matter which a party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this clause;
- 19.2.3 Any disclosure to enable a determination to be made under clause 17 (Mediation);
- 19.2.4 Any disclosure which is required by any law (including any order of a court of competent jurisdiction), any Parliamentary obligation or the rules of any stock exchange or governmental or regulatory authority having the force of law;
- 19.2.5 Any disclosure of information which is already lawfully in the possession of the receiving party prior to its disclosure by the disclosing party;
- 19.2.6 Any disclosure by a party to a department, office or agency of the Government;
- 19.2.7 Any disclosure for the purpose of the examination and certification of a party's accounts.

19.3 Where disclosure is permitted under clause 19.2, the recipient of the Commercially Sensitive Information shall be placed under the same obligation of confidentiality as that contained in this Agreement by the disclosing Council.

## 20 DATA PROTECTION

20.1 The Councils shall at all times comply with the DPA, including maintaining

a valid and up to date registration or notification under the DPA, covering any data processing to be performed in connection with this Agreement and their responsibilities as data processors and/or data controllers.

- 20.2 The Councils shall only undertake processing of Personal Data reasonably required in connection with the operation of this Agreement and in accordance with this clause and any relevant legal requirements.
- 20.3 The Councils shall not transfer any Personal Data to any country or territory outside the European Economic Area.
- 20.4 The Councils shall not disclose Personal Data to any third parties other than:
  - 20.4.1 in response to a data subject access request;
  - 20.4.2 to employees and contractors to whom such disclosure is necessary in order to comply with their obligations under this Agreement; or
  - 20.4.3 to the extent required to comply with the law.

## **21 SCRUTINY AND AUDIT**

- 21.1 The Councils agree that scrutiny relating to this Agreement and the Agreed Functions shall be the responsibility of each Council.
- 21.2 The relevant committees/boards of each Council responsible for scrutiny and audit shall have the right to inspect any documents relating to this Agreement and to require the Joint Committee to answer any questions raised by them, in accordance with the Constitution and procedural rules of each Council.
- 21.3 The accounts of each Council relating to the Shared Services and this Agreement could be the subject of audit by any external auditor appointed by any of the Councils.

## **22 VAT**

- 22.1 The Councils agree that so far as permitted by law they shall not charge VAT on any amounts payable under the terms of this Agreement as a non-business supply arising out of an administrative event.

## **23 INTELLECTUAL PROPERTY**

- 23.1 All Intellectual Property Rights in material created by or on behalf the Councils during the provision of the Shared Services arising directly from the performance of this agreement and excluding Background IPR shall vest jointly in the Councils which will hold the Intellectual Property Rights and they shall be held on behalf of all of the parties to this agreement at the time the rights were created.

## **24 FREEDOM OF INFORMATION**

- 24.1 The Councils recognise that they are public bodies as defined by FOI Legislation and therefore recognise that information relating to this Agreement may be the subject of an Information Request.
- 24.2 The Councils shall assist each other in complying with their obligations under FOI Legislation, including but not limited to assistance without charge, in gathering information to respond to an Information Request.
- 24.3 Any Council shall be entitled to disclose any information relating to this Agreement and the Shared Services in response to an Information Request, save that in respect of any Information Request which is in whole or part a request for Exempt Information:
- 24.3.1 the Council which receives the Information Request shall circulate the Information Request and shall discuss it with the other Council
- 24.3.2 the Council which receives the Information Request shall in good faith consider any representations raised by any other Council when deciding whether to disclose Exempt Information; and

24.3.3 the Council which receives the Information Request shall not disclose any Exempt Information beyond the disclosure required by FOI Legislation without the consent of the Council to which it relates.

24.4 The Councils acknowledge and agree that any decision made by a Council which receives an Information Request as to whether to disclose information relating to this Agreement pursuant to FOI legislation is solely the decision of that Council. A Council will not be liable to any party to this Agreement for any loss, damage, harm or detrimental effect arising from or in connection with the disclosure of information in response to an Information Request.

## **25 FORCE MAJEURE**

25.1 The Councils shall be released from their respective obligations in the event that a Force Majeure Event renders the performance of this Agreement not reasonably practicable whereupon all money due to any party under this Agreement shall be paid immediately and clause 15 (Termination of this Agreement) shall apply, as if all Councils in membership of the Joint Committee had agreed to determine this Agreement.

## **26 SEVERABILITY**

26.1 If at any time any clause or part of a clause or schedule or appendix or part of a schedule or appendix to this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable in any respect:

26.1.1 that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement;

26.1.2 the Councils shall in good faith amend this Agreement to reflect as nearly as possible the spirit and intention behind that illegal, invalid or unenforceable provision.



## **27 SUCCESSORS**

- 27.1 This Agreement shall be binding upon and shall ensure to the benefit of each Council's successors.

## **28 RELATIONSHIP OF PARTIES**

- 28.1 Each of the Councils is an independent local authority and nothing contained in this Agreement shall be construed to imply that there is any relationship between the Councils of partnership or principal/agent or of employer/employee. No Council shall have any right or authority to act on behalf of any other Council nor to bind another Council by contract or otherwise except to the extent expressly permitted by the terms of this Agreement.

## **29 THIRD PARTY RIGHTS**

- 29.1 The Councils agree that they do not intend that any third party which may benefit from this Agreement shall have any rights of enforcement under the terms of the Contracts (Rights of Third Parties) Act 1999.

## **30 ENTIRE AGREEMENT**

- 30.1 This Agreement and all documents referred to in this Agreement set forth the entire agreement between the Councils with respect to the subject matter covered by them and supersede and replace all prior communications, representations (other than fraudulent representations), warranties, stipulations, undertakings and agreements whether oral or written between the Councils. Each Council acknowledges that it does not enter into this Agreement in reliance on any warranty, representation or undertaking other than those contained in this Agreement and that its only remedies are for breach of this Agreement, provided that this shall not exclude any liability which any Council would otherwise have to the other in respect of any statements made fraudulently by or on behalf of it prior to the date of this Agreement.

## **31 LAW OF AGREEMENT OR JURISDICTION**

- 31.1 This Agreement shall be governed by the laws of England and Wales and subject to clauses 16 and 17 (Internal Dispute Resolution and Mediation) the Councils submit to the exclusive jurisdiction of the courts of England and Wales.

DRAFT

**IN WITNESS whereof** the Councils have caused their respective Common  
Seals to be hereunto affixed to this deed the day and year first before written

Sealed for and on behalf of )  
London Borough of Havering )  
in the presence of: )

Sealed for and on behalf of )  
London Borough of Newham )  
in the presence of: )

Sealed for and on behalf of )  
London Borough of Bexley )  
in the presence of: )

## **SCHEDULE 1**

### **Constitution of the Joint Committee**

- 1 Each of the Councils shall appoint Members (being elected members of the Executive of that Council) as its nominated Members of the Joint Committee as per the table below. The Members appointed shall have full voting rights.

Council	Number of members
London Borough of Havering	3
London Borough of Newham	3
London Borough of Bexley	1

- 2 Each Council may nominate one or more substitute Members of its Executive to attend any meeting in place of an appointed Member from that Council, subject to notification being given to the Secretary to the Joint Committee before the start of the meeting. The Member appointed as a substitute shall have full voting rights where the member for whom they are substituting does not attend. If a Council's nominated Members attend a meeting of the Joint Committee, any named substitute may also attend as an observer but shall not be entitled to vote.
- 3 Each Member of the Joint Committee shall comply with the Code of Conduct of their Council when acting as a Member of the Joint Committee.
- 4 Each of the Councils may remove any of its nominated Members or substitute Members of the Joint Committee and appoint a different Member or substitute to the Joint Committee by giving written notice to the Secretary to the Joint Committee.
- 5 Each Council shall have votes in line with the table above in paragraph 1.

These shall be exercised by the nominated Members who are elected members of the Council. In the absence of a Council's nominated Member, a vote may be exercised by the named substitute who is an elected member of the Council.

- 6 Each Member of the Joint Committee shall serve upon the Joint Committee for as long as he or she is appointed to the Joint Committee by the relevant Council but a Member shall cease to be a member of the Joint Committee if he or she ceases to be a Member of the Council appointing him or her or if the relevant Council removes him or her as a Member of the Joint Committee.
- 7 Any casual vacancies howsoever arising shall be filled by the Council from which the vacancy arises by notice in writing sent to the Secretary to the Joint Committee.
- 8 Meetings of the Joint Committee shall be held at the venue or venues as agreed by the Joint Committee.
- 9 LBH will have one of its nominated members as Chairman and that member shall remain Chairman until the end of the Councils' municipal year. On the expiry of the Chairman's term of office as Chairman, one of LBN's nominated members will take the chair. The same procedure shall then be repeated each subsequent year with the Chair alternating between authorities.
- 10 The two Councils which have not appointed the Chairman of the Joint Committee in any year shall appoint one of its nominated members as Vice Chairmen.
11. The Joint Committee shall meet at least once every six months.
12. The Secretary to the Joint Committee may call additional meetings by providing at least five clear days' notice to Members of the Joint Committee, for the purposes of resolving urgent matters arising between the meetings of the Joint Committee. The Secretary to the Joint Committee must call a meeting of the Joint Committee if at least one Member of the Joint Committee from each Council requests it or the

Head of Paid Service of at least two Councils requests it.

13. Meetings shall be notified to Members of the Joint Committee by the Secretary to the Joint Committee.
14. The Secretary to the Joint Committee shall send electronically to all members and relevant officers of each Council the agenda for each meeting of the Joint Committee no later than five clear Business Days before the date of the relevant meeting. The Secretary to the Joint Committee shall send if requested to any Members of the Joint Committee, to the Political Group Leaders of each Council and relevant officers of each Council, printed copies of the agenda for each meeting of the Joint Committee no later than five clear Business Days before the date of the relevant meeting.
15. The Secretary to the Joint Committee shall arrange for written minutes to be taken of each meeting of the Joint Committee and shall present them to the Joint Committee at its next meeting for approval as a correct record. If the Joint Committee confirms that the minutes contain an accurate record of the previous meeting, those minutes shall be signed by the Chairman or Vice-Chairman.
16. Meetings of the Joint Committee will commence at a time to be agreed by the Joint Committee.
17. A meeting of the Joint Committee shall require a quorum of Members of each Council who are entitled to attend and vote as per the table below. If there is a quorum of members present but neither the Chairman nor the Vice Chairman is present, the Members present shall designate one Member to preside as Chairman for that meeting.

Council	Quorum
London Borough of Havering	2
London Borough of Newham	2
London Borough of Bexley	1

18. Subject to the provisions of any enactment, all questions coming or arising before the Joint Committee shall be decided by a majority of the Council Members of the Joint Committee immediately present and voting thereon. Subject to the provisions of any enactment, in the case of an equality of votes the Chairman shall have a second or casting vote but before exercising this, the Chairman shall consider whether it is appropriate to defer the matter to the next meeting of the Joint Committee.
19. Any Member of the Joint Committee may request the Joint Committee to record the votes of individual Members of the Joint Committee on a matter for decision.
20. A Member when speaking shall address the Chairman. If two or more Members wish to speak, the Chairman shall call on one to speak. While a Member is speaking other Members shall remain silent.
21. A Member shall direct his/her speech to the question under discussion or to a personal explanation or to a point of order.
22. Only one amendment to a proposal may be moved and discussed at a time and no further amendment shall be moved until the amendment under discussion has been disposed of, providing that the Chairman may permit two or more amendments to be discussed (but not voted on) together if circumstances suggest that this course would facilitate the proper conduct of the Joint Committee's business.
23. If an amendment be lost, other amendments may be moved on the original motion. If an amendment be carried, the motion as amended shall take the place of the original motion and shall become the motion upon which any further amendment may be moved.
24. The order of business shall be indicated in the agenda for the meeting.
25. When a motion is under debate by the Joint Committee no other motion shall be moved except the following:

- 25.1 to amend the motion;
  - 25.2 to adjourn the meeting;
  - 25.3 to adjourn the debate;
  - 25.4 to proceed to the next business;
  - 25.5 that the question be now put;
  - 25.6 that a Member be not further heard;
  - 25.7 by the Chairman that a Member do leave the meeting;
  - 25.8 a motion under Section 100(A)(4) of the Local Government Act 1972 to exclude the public;
  - 25.9 to postpone consideration of the item.
26. A Member may move without comment at the conclusion of a speech of another Member, "That the Committee proceed to the next business", "That the question be now put", "That the debate be now adjourned", or "That the Committee do now adjourn", on the seconding of which the Chairman shall proceed as follows:
- 26.1 on a motion to proceed to next business; unless in his opinion the matter before the meeting has been insufficiently discussed put to the vote the motion to proceed to the next business
  - 26.2 on a motion that the question be now put; unless in his opinion the matter before the meeting has been insufficiently discussed he shall first put to the vote the motion that the question be now put
  - 26.3 on a motion to adjourn the debate or the meeting; if in his opinion the matter before the meeting has not been sufficiently discussed and cannot reasonably be sufficiently discussed on that occasion put the adjournment motion to the vote
  - 26.4 the ruling of the Chairman shall not be open for discussion.
27. Any member of the Councils who is not a Member of the Joint Committee is entitled to attend the Joint Committee but he/she shall not be entitled to vote,



shall not take part in the consideration or discussion of any business, save by leave of the Chairman and comments will be recorded only on the direction of the Chairman.

28. Meetings of the Joint Committee will be open to the public except to the extent that they are excluded under paragraph 30.
29. Any decision of the Joint Committee which is a Key Decision shall be published by the Joint Committee and the relevant Council(s) in accordance with the Local Government (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012
30. The public may be excluded from a meeting of the Joint Committee during an item of business whenever it is likely, in view of the nature of the business to be transacted or the nature of the proceedings, that, if members of the public were present during that item, confidential information as defined in section 100A(3) of the Local Government Act 1972 or exempt information as defined in section 100I of the Local Government Act 1972 would be disclosed to them.
31. Each Council may call in any decision of the Joint Committee in accordance with the overview and scrutiny provisions of that Council's constitution. If any decision of the Joint Committee is subject to call in by a Council, the Joint Committee shall take no action to implement that decision until after the call in process is completed.
32. The Joint Committee may delegate a function to a Sub-Committee or an officer.
33. Any contractual arrangements that relate to the provision of the Shared Service will be undertaken by one of the Councils and that Council will apply its own financial regulations and contract procedure rules until such time as the Joint Committee adopts its own financial regulations and contract procedure rules. The Service Director of the relevant Shared Service that is incurring the expenditure will normally determine which of the Councils' financial regulations and contract procedure rules will apply and in the event of any dispute or uncertainty the matter

should be referred to the Managing Director to whom all of the Service Directors report.

34. The Secretary to the Joint Committee shall provide governance and secretarial support services to the Joint Committee on such terms as may be agreed from time to time between the Councils.
35. The Lawyer to the Joint Committee shall provide legal advice and support services to the Joint Committee.
36. The Finance Officer to the Joint Committee shall provide financial support services to the Joint Committee.

**SCHEDULE 2**  
**Delegated Functions and Shared Services**

<b>London Borough of Havering</b>	<b>London Borough of Newham</b>	<b>London Borough of Bexley</b>
<b>Legal and Democratic Services</b> Legal Services Democratic Services Electoral Services Leader's and Mayor's Officer	<b>Legal Services</b> Democratic Services, Committees and Partnerships Scrutiny Electoral Services	
<b>Internal Shared Services</b> Operational Finance and HR Operational Procurement HR, Payroll, Pensions and Finance Administration		
<b>Strategic HR and OD</b> HR Business Partners Corporate HR and Change Strategy Organisational Development Customer Relationship and Improvement Operational HR	<b>HR</b> Shared Service Centre Strategic HR Employee Services People Projects and Participation Talent Leadership and Organisational Development Health and Safety	
<b>Finance and Procurement</b> Corporate Finance Strategic Finance Business Partners Internal Audit, Risk, Insurance and Fraud Strategic Procurement Business Partner	<b>Finance</b> Strategic Finance Finance Control Revenues and Exchequer Services Finance Business Partnering Internal Audit, Counter Fraud, Risk and Insurance	<b>Finance</b> Corporate Finance / Business Partnering Internal Audit, Risk, Insurance and Fraud Finance Administration (inc. accounts payable, accounts

	Procurement Council Tax and Housing Benefit NNDR	receivable) Pensions administration Financial systems Financial control & reconciliations
<b>Exchequer Services</b> Benefits Council Tax and Business Rates Corporate Debt Recovery		<b>Exchequer Services</b> Benefits Council Tax and Business Rates Corporate Debt Recovery
<b>Asset Management</b> Corporate and School Premises Management Transport and Fleet Services Technical Services (Design and Maintenance) Health and Safety	<b>Property and Commercial Development</b> PMO and Business Improvement Facilities Management Strategic Property Capital Strategy and School Organisation Management of Schools Capital	
<b>Business Systems</b> ICT Strategy and Operations Support Centre Information Governance Print Unit	<b>Business Systems</b> Information Governance and Corporate Systems Support Centre Print Services Unified Communications Architectural Management Contract and Supplier Management Portfolio Management and Business Analysis	

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### **SCHEDULE 3**

#### **Notice Provisions**

London Borough of Havering, Town Hall, Main Road, Romford. RM1 3BD

Tel: 01708 432714

Email: anne.brown@onesource.co.uk

London Borough of Newham, Town Hall, East Ham, Barking Road, London.

E6 2RP

Tel: 01708 432714

Email: daniel.fenwick@onesource.co.uk

London Borough of Bexley, Civic Offices, 2 Watling Street, Bexleyheath, Kent, DA6

7AT ("LBB")

Tel: 0208 2946112

Email: Akin.Alabi@bexley.gov.uk

## SCHEDULE 4

### 2016/17 Distribution Formula

#### 1.0 General

- 1.1 The overriding principle is that the Councils will share costs, expenses and savings involved fairly, transparently and on an agreed share basis. There may need to be exceptions, recognising that there may be differences in relation to the historic and future usage of each of the Shared Services.
- 1.2 The Councils shall ensure that a separate account is kept in respect of all costs and expenses involved in supporting the Joint Committee and in the delivery of the Shared Services. Such account shall include the staff costs (including on costs) incurred by each of the parties, and non-staffing costs.
- 1.3 At end of the financial year the total controllable costs incurred by each Council will be added together and compared to the combined budgets. The distribution formula will be applied to establish each Council's share of any variance. Where appropriate an equalisation payment between the Councils may be required to adjust actual costs incurred to the level required under the formula.
- 1.4 The provisional distribution formula is attached at appendix 1 and is based on the 15/16 revised budgets (January) less expected 16/17 savings. The schedule will be updated during the year to reflect any changes in budgets agreed with the member Councils.

#### 2.0 Savings from Discharging the Delegated Functions

- 2.1 The savings achieved from the discharge of the Delegated Functions by the Joint Committee shall be split between the Councils as shown in Appendix 2.
- 2.2 Any saving achieved as a result of joint working between the Councils on a service which is not included in the Delegated Functions or in respect of a service which is delegated by only one of the Councils is not covered by this Agreement.

#### 3.0 Cost Sharing of Discharging the Delegated Functions

- 3.1 The total cost of discharging the Delegated Functions each financial year by the Joint Committee for the period 1<sup>st</sup> April 2016 to 31<sup>st</sup> March 2017 shall not exceed the amount (at 1<sup>st</sup> April 2016 values) shown below, unless specifically agreed by the relevant Councils (Figures excluded non shared costs administered by oneSource). The percentage shares at service and activity level are attached at appendix 1.

Total Cost	Havering	Newham	Bexley
44,535,050	16,315,840	25,731,410	2,487,800

- 3.2 The total cost of discharging the Delegated Functions for future financial years and the relative proportions of the cost to be paid by each Council shall be recalculated by the Joint Committee & Councils annually by mid-January preceding the start of the relevant financial year on the same basis as set out above unless otherwise agreed by the Councils.
- 3.3 The annual estimated cost of each Delegated Functions will be set and agreed by the Joint Committee and the two councils within their budget setting strategy, based on the Annual Service Plan and will then only be adjusted in the event of significant differences in the levels of service required by the Council's during the year. Significant for this purpose shall be more than 1% total annual revenue cost of the relevant Delegated Functions of each council.
- 4.0 Shared Services Implementation/Investment Costs**
- 4.1 Each Council shall be responsible for the cost of any investment required for the Delegated Functions, except where only one Council participates in the Service, on the basis of the relevant percentage in Appendix 1.
- 4.2 Investment shall include system changes, enhancements and service transformation costs, such as: the purchase of equipment or expenditure on enhancements to existing equipment; ICT software or hardware; expenditure on installation of any new or enhanced equipment, and the cost of employees/consultants to introduce and operate new equipment and systems.
- 4.3 Where part of the investment involves staffing reductions with consequent severance costs then the Councils will share the costs pro rata to the level of savings anticipated. Appendix 2 sets out the percentage share of estimated savings for 2016/17.

## Appendix 1- Cost Sharing

Percentage shares based on 16/17 budgets

Percentage Share	16/17 Budgets		
	Havering	Newham	Bexley
<b>Finance</b>			
Corporate/Strategic/Operational Finance	29%	48%	23%
Audit, Risk, Insurance & Fraud	22%	49%	28%
Procurement	19%	81%	0%
<b>Exchequer &amp; Transactional</b>			
Finance	39%	46%	15%
HR	59%	41%	0%
NNDR	38%	62%	0%
Council Tax and Benefits *1	17%	81%	2%
Debt Management / Recovery *2	TBC	TBC	TBC
Debt Management - Other	3%	97%	0%
Payroll	23%	77%	0%
DETs Management	27%	69%	3%
<b>ICT / Business Systems</b>	56%	44%	0%
<b>Legal Services</b>			
Legal	35%	65%	0%
Democratic / Electoral Services	54%	46%	0%
<b>Asset Management</b>			
Facilities management	11%	89%	0%
Management of Schools Capital	44%	56%	0%
Health & Safety	45%	55%	0%
Property*	44%	56%	0%
Technical Services	35%	65%	0%
Post Room	57%	43%	0%
AM Support*	43%	57%	0%
<b>Human Resources and OD</b>	35%	65%	0%
<b>Business Services &amp; MD</b>	37%	58%	6%

\*1 Excludes Capita Bexley Contract

\*2 Any variances against budget at year end relating to enforcement will be split according to caseloads



## Appendix 2 – Savings Sharing

Percentage shares based on 16/17 expected savings.

	Havering	Newham	Bexley
Audit, Risk, Insurance & Fraud	44%	53%	3%
Procurement (incl strategic)	24%	76%	0%
Corporate/Strategic/Operational Finance	23%	59%	18%
<b>Finance</b>	32%	59%	10%
<b>ICT / Business Systems</b>	47%	53%	0%
NNDR	45%	55%	0%
Transactional	30%	61%	8%
Debt Management/Recovery	28%	26%	46%
Benefits	41%	59%	0%
Council Tax	43%	57%	0%
<b>Transactional / Exchequer</b>	36%	56%	8%
Legal	34%	66%	0%
Democratic / Electoral Services	59%	41%	0%
<b>Legal &amp; Democratic Services</b>	42%	58%	0%
Facilities management	43%	57%	0%
Management of Schools Capital	37%	63%	0%
Health & Safety	50%	50%	0%
Property	41%	59%	0%
Technical Services	55%	45%	0%
Post Room	58%	42%	0%
Directors Support	14%	86%	0%
<b>Asset Management</b>	42%	58%	0%
<b>HR &amp; Organisational Development</b>	28%	72%	0%
<b>Business Services</b>	38%	58%	4%
<b>Overall Savings</b>	38%	58%	4%

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## ONESOURCE JOINT COMMITTEE

22 January 2016

### Subject heading:

oneSource forecast financial position as at November 2015.

### Report author and contact details:

Owen Sparks  
[owen.sparks@onesource.co.uk](mailto:owen.sparks@onesource.co.uk)  
01708 432203

### Financial summary:

The oneSource Shared financial forecast shows a projected overspend of £569k as at November 2015, period 8.

### Is this a Key Decision?

No

## SUMMARY

The oneSource forecast financial position shows a projected overspend of £569k as at August 2015, period 8. The overspend will be met from the 2014/15 underspend carry forward and is in the context of savings targets of £4.1m for 2014/15 and £3.7m for 2015/16.

The services managed by oneSource, but not shared, show a projected overspend of £99k and an underspend of (£666k) for Newham and Havering respectively.

## RECOMMENDATIONS

The Joint Committee is asked to note the current oneSource forecast outturn position based on the financial monitoring as at the end of November 2015 and the future plans to bring oneSource back within budget.

## REPORT DETAIL

This report provides Members of the Joint Committee with the financial forecast outturn position on both the budgets that are shared between Newham and Havering (Appendix A) and the budgets that oneSource manages on behalf of Newham and Havering (Appendices B and C).

The financial position has improved since the last report to the Joint Committee in October. The current shared overspend is £569k, with £409k relating to Newham and £160k relating to Havering. This is an improvement of £329k since the August forecast reported in October which showed a shared overspend of £898k.

Havering's non-shared budgets managed by oneSource are under spending by (£666k). Newham's non-shared budgets are overspending by £99k, but this is expected to improve before the end of the financial year.

The shared overspend is largely due to delays in implementing service review recommendations and associated service restructures. The delay of one year in the 1Oracle implementation in Newham has significantly contributed to the delay in realising savings across oneSource, especially in relation to Finance, Exchequer and Transactional Services and Strategic and Operational HR. The programme is currently on track for go-live on 4 April 2016 and therefore, work is underway to restructure all these services to reflect the new ways of working that result from the Oracle Enterprise Resource Planning system being available in both Havering and Newham.

These restructures will not reduce spending in 2015/16 but they will position oneSource to meet its financial savings targets for 2016/17 and 2017/18. The restructures are on track to be delivered by 1 August 2016. By delivering the 2017/18 savings targets at the same time, the part-year impact of the implementation should be mitigated. This will also allow the new 1Oracle system to bed in before staffing is reduced.

In Technical Services and Schools Asset Management there is ongoing consideration of the best service delivery model; whether within oneSource and shared or otherwise. This is being explored between the Councils, but the uncertainty is delaying the ability to deliver associated savings in these areas that were assumed in the Business Case and therefore, the relevant budgets.

A report will be brought to the next Joint Committee regarding the transfer of Newham's Democratic Service out of oneSource and back into Newham. This transfer will have an impact on the original oneSource Business Case and the implications on oneSource's savings targets still need to be agreed with the s151 officers in both boroughs. The figures in this report assume that the savings are still to be found even though the opportunity to realise them through sharing will not be there.

In the meantime, there is ongoing management action in place to hold non-essential vacancies and delay other non-essential expenditure. Directors and managers are also continuing to review their budgets to identify further opportunities to deliver savings and/or additional income. It is anticipated the shared overspend will continue to decrease over the remainder of the year. Should the overspend not be completely eliminated by 31 March 2016, a proportion of the 2014/15 over achievement of savings carried forward will be required to support the 2015/16 savings slippage.

As reported to the last Joint Committee, the original targets of £10.6 million set in the oneSource Business Plan have been increased by £3.5 million by the two boroughs. The following table sets out the current £14.1 million in savings targets across the next three financial years.

	Additional Savings		
	By 2016/17 (£000)	2017/18 (£000)	2018/19 (£000)
<b>Havering</b>	400	800	1300
<b>Newham</b>	700	1,400	2,200
<b>Sub Total</b>	1,100	2,200	3,500
<b>Previous savings</b>	8,943	9,748	10,612
<b>New Total</b>	10,043	11,948	14,112

oneSource is targeting the delivery of the total 2017/18 savings target and attempting to deliver as much of it as possible as early as possible during 2016.

As well as the restructures detailed above, planned to be in place by 1 August 2016, the other oneSource services e.g. ICT, Revenues and Benefits and Legal Services are examining their service delivery to identify different ways of providing services to reduce costs and bring in income. Projects that have been initiated include:-

- Moving ICT services into the Cloud
- Standardising and sharing ICT systems across the two Councils e.g. workflow systems

- Using business intelligence already in place to bring in additional income in areas such as Council Tax, NNDR and Housing Benefit overpayments
- Undertaking whole systems reviews and streamlining processes in Revenues and Benefits
- Bringing in legal work that is currently outsourced.

All services are looking for further opportunities to increase income from other boroughs e.g. from Bexley through the shared finance service, further sharing of the health and safety service, developing ICT products to sell on, selling bailiff services and winning more contracts for passenger transport.

In some cases, there may be a need for some invest to save funding, especially in new ICT, to deliver the savings and business cases will be presented to the Councils for consideration.

A fuller picture of the various savings proposals will be reported to a future Joint Committee meeting.

## IMPLICATIONS AND RISKS

### **Financial implications and risks:**

The financial position of oneSource Shared has a direct bearing on the financial position of both Havering and Newham Councils; with any savings or overspends being shared as set out in the Joint Committee agreement.

The financial position of non Shared services affect the relevant Council only.

Robust financial management processes are in place across oneSource and the financial position as at period 8 2015/16 is set out in the body of the report. The financial planning processes underway to address future savings targets are also summarised.

### **Legal implications and risks:**

There are no immediate legal implications arising from this report.

### **Human Resources implications and risks:**

There are no significant HR implications and risks associated with this report.

**Equalities implications and risks:**

There are no significant Equalities implications and risks associated with this report.

**BACKGROUND PAPERS**

None

Appendix A – oneSource Shared

Period 8 2015/16

OneSource Financial Position

REVISED CONTROLLABLE BUDGET								FY PROJECTED OUTTURN VARIANCE	REASON FOR FY PROJECTED OUTTURN VARIANCE
SERVICE	EXPENDITURE	INCOME	NET	YTD ACTUALS	YTD ENCUMBRANCES	ACTUALS + ENCUMBRANCES	FY PROJECTED OUTTURN		
Finance oneSource	8,948,580	(1,478,160)	7,470,420	5,804,793	44,540	5,849,333	7,627,306	156,886	Period 8 variance is due to slippage on review within Finance, offset to an extent by vacancies.
Business Services	2,683,930	(426,000)	2,257,930	957,741	0	957,741	2,112,891	(145,039)	Underspend relates to invest to save budget and vacancies.
Exchequer & Transactional Services	18,789,196	(1,759,797)	17,029,399	11,550,702	2,386	11,553,088	17,208,771	179,372	For period 8 the variance has decreased mainly due to growth of £135k being approved for allpay and postage in Ctax/HB.
Legal & Governance	5,036,460	(678,440)	4,358,020	3,216,566	15,734	3,232,300	4,541,206	183,186	Pressure includes saving targets based on shared services between electoral and democratic services. These are not achievable due to decisions by the partner authorities (£325K combined). Detailed work on the cost of the legal establishment is being undertaken.
ICT Services	13,998,640	(5,271,730)	8,726,910	7,594,213	207,086	7,801,299	8,696,910	(30,000)	
Asset Management Services	5,389,564	(3,754,890)	1,634,674	3,626,462	17,658	3,644,120	1,821,191	186,517	Ongoing pressures from efficiency targets. Improvement since period 7 is due to forecasting of Health and Safety income.
Strategic & Operational HR	3,095,269	(116,099)	2,979,170	2,307,708	30,178	2,337,886	3,017,355	38,185	Improvement in forecast since period 7 is due to resignations not being filled and funding received for project work.
TOTAL	57,941,639	(13,485,116)	44,456,523	35,058,184	317,582	35,375,766	45,025,630	569,107	
						Havering	28%	160,123	Period 8 forecast of £569k pressure is due to delays in service reviews which are not fully off-set by staffing vacancies and/or income. Delays are due to investigations with other partners, delays in implementation of 1Oracle and questions over some services' future within oneSource. The underspend within Business Services relates to vacancies and an underspend on the invest to save budget. Any overspend at year end will be met from the oneSource reserve (funded by the 14/15 underspend and development grant).
						Newham	72%	408,984	

NOTES

The variance apportionment at activity level is based on 14/15 percentages and may need to be repeated at a later date to reflect any subsequent budget adjustments.  
The budget figures above include controllable budgets only.  
The reported variance excludes the oneSource development grant and the reserve funded by the 14/15 underspend.



## Appendix B – oneSource Newham Non Shared

Period 8 2015/16

OneSource Newham non-shared Financial Position at Summary Level

SERVICE	REVISED CONTROLLABLE BUDGET			YTD ACTUALS	YTD ENCUMBRANCES	ACTUALS + ENCUMBRANCES	FY PROJECTED OUTTURN	FY PROJECTED OUTTURN VARIANCE	REASON FOR FY PROJECTED OUTTURN VARIANCE
	EXPENDITURE	INCOME	NET						
<b>Finance oneSource</b> (oneSource MD, External Audit, Unallocated Overheads)	1,043,600	(30,000)	1,013,600	476,272		476,272	780,984	(232,616)	Underspend resulting from non-shared oneSource MD budget and overhead costs. Plans are in place for use of this next year as part of the budget strategy.
<b>Business Services</b> (Verto/PMO team)	285,420		285,420	129,330		129,330	285,420	0	
<b>Exchequer &amp; Transactional Services</b> (Housing Benefits, Pensions)	290,469,000	(289,601,000)	868,000	(74,240,770)		(74,240,770)	1,115,502	247,502	Budget variance due to DWP grant reduction. S151 and Director of Finance aware of issues and have agreed to fund from 16/17.
<b>Legal &amp; Governance</b> (Members costs and Borough Elections)	1,556,400		1,556,400	1,320,415	1,592	1,322,007	1,556,400	0	
<b>ICT Services</b> (One Oracle implementation)				1,803,112		1,803,112		0	One Oracle spending awaiting part capitalisation and transfer of revenue funding.
<b>Asset Management Services</b> (Commercial property, facilities management and schools)	33,856,750	(32,652,550)	1,204,200	3,922,245	4,837	3,927,082	1,309,521	105,321	Pressure forecasted within Asset Management is due to outstanding rent reviews and pressures within commercial property. Work continues to be undertaken to reduce this pressure.
<b>Strategic &amp; Operational HR</b> (Union costs, Occupational Health, Training)	929,300	(90,500)	838,800	399,427		399,427	817,359	(21,441)	Resignations not being filled and funding received for project work.
<b>TOTAL</b>	<b>328,140,470</b>	<b>(322,374,050)</b>	<b>5,766,420</b>	<b>(66,189,969)</b>	<b>6,429</b>	<b>(66,183,540)</b>	<b>5,865,186</b>	<b>98,766</b>	The projected overspend is largely due to a reduction in DWP grant and pressures within commercial property, partial offset by staffing vacancies.

## NOTES

The non-shared position has been included for information. The budgets and spend are not part of the cost sharing arrangement, however, they are managed by oneSource.

The budget figures above include controllable budgets only.

## Appendix C – oneSource Havering Non Shared

Period 8 2015/16

OneSource Havering non-shared Financial Position at Summary Level

SERVICE	REVISED CONTROLLABLE BUDGET			YTD ACTUALS	YTD ENCUMBRANCES	ACTUALS + ENCUMBRANCES	FY PROJECTED OUTTURN	FY PROJECTED OUTTURN VARIANCE	REASON FOR FY PROJECTED OUTTURN VARIANCE
	EXPENDITURE	INCOME	NET						
<b>Exchequer &amp; Transactional Services</b> (Housing Benefits)	78,128,230	(77,601,350)	526,880	(6,712,882)	14,965	(6,697,918)	199,810	<b>(327,070)</b>	Subsidy surplus forecast is £300k . Subsidy is a high risk volatile area therefore the forecast will continue to be intensely monitored each month.
<b>Internal Shared Services</b> (Pensions)	356,040	(360,240)	(4,200)	305,874	0	305,874	86,544	<b>90,744</b>	Period 8 variance due to increased system hosting and licencing costs which were agreed as part of the business case for a new Pensions system in 2013. Seeking to fund the actual system costs before year end.
<b>Legal &amp; Governance</b> (Members costs and Elections)	1,048,100		1,048,100	880,731	34	880,765	867,193	<b>(180,907)</b>	Underspend from vacancies within Members support; held to be set off against the likely non-achievement of shared savings in democratic services due to the delay / postponement of the delivery of a shared service with Newham.
<b>Asset Management Services</b> (Transport, Commercial Property, Schools, Premises Management)	7,326,330	(7,131,730)	194,600	709,592	43,563	753,155	(49,292)	<b>(243,892)</b>	Underspend from over-recovery in commercial rent, Transport income and reduced expenditure in premises management.
<b>Strategic &amp; Operational HR</b> (Unions, Apprentices)	578,660	(158,286)	420,374	246,984	2,047	249,030	415,338	<b>(5,036)</b>	
<b>TOTAL</b>	<b>87,437,360</b>	<b>(85,251,606)</b>	<b>2,185,754</b>	<b>(4,569,701)</b>	<b>60,608</b>	<b>(4,509,093)</b>	<b>1,519,593</b>	<b>(666,161)</b>	The forecast underspend of £(666k) is largely due to subsidy surplus, increased income within Asset Management and vacancies in Members support. This is offset to some extent by licensing and hosting costs of the new Pensions system.

## NOTES

The non-shared position has been included for information. The budgets and spend are not part of the cost sharing arrangement, however, they are managed by oneSource.

The budget figures above include controllable budgets only.