

# **NDDC CONSTITUTION Part 3**

## **ANNEXE 4**

### **JOINT ARRANGEMENTS**

#### **Part A Joint Building Control – Mid Devon District Council**

1. Each of the Partner Authorities shall appoint two members (being elected members of that Partner Authority) as its nominated member of the Joint Committee. The members appointed shall have full voting rights.
2. Each Partner Authority may nominate one or more substitute members to attend any meeting in place of an appointed member from that Partner Authority, subject to notification being given to the Lead Authority responsible for governance and secretarial Support Services, 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 all of a Partner Authority'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 Partner Authority when acting as a member of the Joint Committee.
4. Each of the Partner Authorities 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 Lead Authority for governance and secretarial Support Services.
5. Each Partner Authority shall have two votes. These shall be exercised by the nominated members who are elected members of the Partner Authority. In the absence of a Partner Authority's nominated member, a vote may be exercised by the named substitute who is an elected member of the Partner Authority or, where notice has been given to the Lead Authority responsible for governance and secretarial Support Services before the start of the meeting, by proxy by the other nominated member of that Partner Authority.
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 Partner Authority but a member shall cease to be a member of the Joint Committee if he or she ceases to be a member of the Partner Authority appointing him or her as a member of the Joint Committee.

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7. Any casual vacancies howsoever arising shall be filled by the Partner Authority from which the vacancy arises by notice in writing sent to the Lead Authority for governance and secretarial Support Services.
8. Meetings of the Joint Committee shall be held at the offices of the member appointed as chairperson, unless otherwise agreed by the Joint Committee.
9. The Partner Authority hosting the first meeting shall appoint one of its nominated members as chairperson and that member shall remain chairperson until the first meeting taking place after the elapse of one year from the time of his or her appointment unless he or she ceases to be a member of the Joint Committee. On the expiry of the first chairperson's term of office as chairperson, the Partner Authority which did not appoint the first chairperson shall appoint one of its nominated members as chairperson for a period of one year from the time of his or her appointment. The same procedure shall be followed for the appointment of chairperson in subsequent years.
10. The Partner Authority which has not appointed the chairperson of the Joint Committee in any year shall appoint one of its nominated members as vice chairperson.
11. The Joint Committee shall meet once every quarter unless otherwise determined by the Joint Committee.
12. The Lead Authority for governance and secretarial Support Services 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 bi-monthly meetings of the Joint Committee. The Lead Authority for governance and secretarial Support Services must call a meeting of the Joint Committee if at least one member of the Joint Committee from each Partner Authority requests it or if the Head of Paid Service of both Partner Authorities requests it.
13. Meetings shall be notified to members of the Joint Committee by the Lead Authority for governance and secretarial Support Services.
14. The Lead Authority for governance and secretarial Support Services shall send, electronically, to all members and relevant officers of each Partner Authority, the agenda for each meeting of the Joint Committee no later than five clear Working Days before the date of the relevant meeting. That Lead Authority shall also send, to all members of the Joint Committee, to the Political Group Leaders of each Partner Authority and relevant officers of each Partner Authority, printed copies of the agenda for each meeting of the Joint Committee no later than five clear Working Days before the date of the relevant meeting.

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15. The Lead Authority for governance and secretarial Support Services shall arrange for written minutes to be taken of each meeting of the Joint Committee and shall arrange for an officer to 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 chairperson and vice chairperson.
16. Meetings of the Joint Committee will commence at 10.00am unless otherwise agreed by the Joint Committee. Meetings of the Joint Committee shall end no later than 1.00pm unless otherwise agreed by the Joint Committee.
17. A meeting of the Joint Committee shall require a quorum of two members with at least one member being from each Partner Authority who is entitled to attend and vote. If there is a quorum of members present but neither the chair nor the vicechair is present, the members present shall designate one member to preside as chair for that meeting.
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 Partner Authority 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 chairperson shall have a second or casting vote but, before exercising this, the chairperson 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 chairperson. If two or more members wish to speak, the chairperson shall call on one to speak. While a member is speaking all 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 the chairperson 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 is lost, other amendments may be moved on the original motion. If an amendment is carried, the motion, as amended, shall take the place of the

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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 may now be put;
  - 25.6 that a member shall not be further heard;
  - 25.7 by the chairperson, that a member leave the meeting;
  - 25.8 a motion under section 100(A)(4) of the Local Government Act 1972 to exclude the public; or
  - 25.9 to postpone consideration on an 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 may now be put", "That the debate is now adjourned", or "That the Committee now adjourn", on the seconding of which the chair shall proceed as follows:
  - 26.1 on a motion to proceed to next business: unless in his/her opinion the matter before the meeting has been insufficiently discussed to put to the vote, the motion to proceed to next business;
  - 26.2 on a motion that the question may now be put: unless in his/her opinion the matter before the meeting has been insufficiently discussed he/she shall first put to the vote the motion that the question may now be put; or
  - 26.3 on a motion to adjourn the debate or meeting: if in his/her 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.

The ruling of the chair shall not be open for discussion.
27. Any member of the Partner Authorities 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

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business, save by leave of the chairperson, and comments will be recorded only on the direction of the chairperson.

28. The following elected representatives are entitled to attend the Joint Committee but they shall not be entitled to vote, shall not take part in the consideration or discussion of any business, save by leave of the chairperson and comments will be recorded only on the direction of the chairperson:
  - 28.1 Members of parish councils within the districts of the Partner Authorities;
  - 28.2 Members of Parliament for the residents of the Partner Authorities; and
  - 28.3 Members of the European Parliament for the residents of the Partner Authorities.
29. Meetings of the Joint Committee will be open to the public except to the extent that they are excluded under paragraph 31.
30. Members of the public wishing to address the Joint Committee (or a sub-committee of the Joint Committee) on Part I reports contained within the agenda for the meeting shall be given the opportunity to do so subject to:
  - 30.1 the opportunity being extended to one person to speak in support of each agenda item and one person to speak against each agenda item when called to do so by the chairperson;
  - 30.2 an indication of the desire to speak on the agenda item being made by the person just prior to the meeting and the name supplied to the chairperson (by means of a register), the first person registering to have precedence in the event of more than one person wishing to speak either for or against an agenda item;
  - 30.3 each person addressing the Joint Committee or sub-committee of the Joint Committee being limited to three minutes' speech;
  - 30.4 an opportunity being provided for an expression of a contrary view, even though no prior notice has been given, when a member of the public has spoken for or against an item;
  - 30.5 in the event of the person having registered to speak on an agenda item not wishing to take up their right to speak on the agenda item because it was deferred, that person will automatically be given the right to speak on the agenda item at the next meeting of the Joint Committee or sub-committee of the Joint Committee; and
  - 30.6 the chairperson of the meeting having discretion to rule that a person wishing to address the meeting shall not be heard if, in the chairperson's view, that

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issue or the organisation or the person wishing to make the representation on that issue has received an adequate hearing.

31. In accordance with the requirements of the 1972 Act and the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012, the public or press must be excluded from a meeting by resolution of the Joint Committee during an item of business if that item includes:
  - 31.1 confidential information, as defined in section 100A(3) of the 1972 Act; or
  - 31.2 exempt information, as defined in section 100I of the 1972 Act.
32. Each Partner Authority may call in any decision of the Joint Committee in accordance with the overview and scrutiny provisions of that Partner Authority's constitution. If any decision of the Joint Committee is subject to call-in by a Partner Authority, the Joint Committee shall take no action to implement that decision unless the call-in process upholds the decision.
33. The Joint Committee may delegate a function to an officer.
34. Any contractual arrangements that relate to a Shared Service will be undertaken by one of the Partner Authorities and that Partner Authority shall apply its own financial regulations and contract procedure rules to such an arrangement. The Partnership Leader of the relevant Shared Service that is incurring the expenditure will normally determine which of the Partner Authority's financial regulations and contract procedure rules will apply and, in the event of any dispute or uncertainty, the matter should be referred to the Heads of Paid Service for determination.
35. The Lead Authority responsible for governance and secretarial Support Services shall provide administrative support services to the Joint Committee on such terms as may be agreed from time to time between the Partner Authorities. The Partner Authorities shall make available committee officers to provide administrative services at the meetings of the Joint Committee as appropriate and in consideration of where the meetings are being held.
36. The Lead Authority for legal Support Services shall provide the Joint Committee with legal advice and support on such terms as may be agreed from time to time between the Partner Authorities.
37. The Lead Authority for financial Support Services shall provide the Joint Committee with financial advice and support on such terms as may be agreed from time to time between the Partner Authorities.

**ANNEXE 4**

**JOINT ARRANGEMENTS**

**Part B North Devon Council – Torrington District Council**

NORTH DEVON DISTRICT COUNCIL

And

TORRINGTON DISTRICT COUNCIL

**Agreement establishing Constitution**

**Of the**

**North Devon Crematorium Committee**

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AN AGREEMENT made the 23<sup>rd</sup> August day of one thousand nine hundred and seventy four

BETWEEN the NORTH DEVON DISTRICT COUNCIL of Civic Centre Barnstaple Devon of the first part and the TORRIDGE DISTRICT COUNCIL of Council Offices Bideford Devon of the second part

### WHEREAS

1. The aforesaid Councils are each empowered by the Local Government Act 1972 and the Cremations Act 1902 as amended by the Cremations Act 1952 to provide and maintain crematoria.
2. Each of the Councils is a Local Authority for the purposes of the Local Government Act 1972 and by Section 101 of that Act is empowered to arrange for the discharge of certain of their functions including the provision maintenance and management of crematoria by a joint committee except the power of levying or issuing a precept for a rate of borrowing money.
3. By Section 103 of the Local Government Act 1972 it is provided that the expenses of a joint committee appointed thereunder shall be defrayed by the appointing authorities in such proportions as they may agree upon.
4. The constituent Councils have passed the necessary resolutions for the purposes of entering into this Agreement.

NOW IT IS HEREBY AGREED by and between the parties hereto in pursuance of the powers conferred upon by them by the hereinbefore recited enactments and of every power in that behalf them respectively hereunto enabling as follows:-

1. **A JOINT COMMITTEE** of the Councils of the Local Authorities parties hereto shall be and is hereby formed consisting of such number of members appointed by each of the constituent Councils as is hereinafter mentioned and having the functions powers and duties upon and subject to the terms and conditions set forth in this Agreement.
2. **THE** said **Joint Committee shall be called** "THE NORTH DEVON CREMATORIUM COMMITTEE" and is hereinafter referred to as THE "JOINT COMMITTEE."
3.
  - I. **THE Joint Committee shall consist** of 1 MEMBERS appointed by the constituent Councils from among members of such constituent Councils respectively.
  - II. **SEVEN** of the said members shall be appointed by North Devon District
  - III. **FIVE** of the said members shall be appointed by the Torridge District Council
  - IV. **THE** first of these appointments shall be made not later than at the first meeting of each representative Council held after 1<sup>st</sup> April 1974 and each representative so appointed shall hold office until immediately before the next following Annual Meeting of the Council.
  - V. **EACH** of **the constituent Councils shall** at or as soon as possible after the Annual Meeting of such respective Council in the year 1975 and at or



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as soon as possible after the Annual Meeting in every year thereafter appoint representatives as mentioned in sub-clauses (ii) and (iii) above and the person so appointed shall (unless they or any of them die resign become disqualified or cease to be qualified) hold office for a TERM OF ONE YEAR expiring immediately before the next following Annual Meeting of the Council which they represent and shall then retire and their places shall be filled by the person or persons appointed for the purpose by such Council at that meeting provided that any person so ceasing to be a member of the Joint Committee shall be eligible for re-appointment unless that person ceases to be qualified or is disqualified for appointment

- VI. IF at any time any representative member shall cease to be a member of the Council by whom he was appointed to the Joint Committee his membership of the Joint Committee shall forthwith determine
  - VII. IF a representative member fails to attend four consecutive meetings of the Joint Committee the Council by whom he was appointed may forthwith declare his office to be vacant and his membership of the Joint Committee shall there-upon forthwith determine and any such vacancy shall forthwith be signified to the Secretary of the Committee by the Secretary of the Council concerned
  - VIII. IF by reason of death resignation loss of qualification disqualification ceasing to be a member of the appointing Council failure to attend meetings or from any other cause there shall be a vacancy in the number of representatives on the Joint Committee of any of the constituent Councils the Council in whose representation the vacancy occurs may forthwith appoint a qualified person to fill such vacancy and the person so appointed shall hold office as a member of the Joint Committee until the date upon which the person in whose place he is appointed would regularly have retired and he shall then retire.
4. **THE FUNCTIONS** of the Joint Committee shall be as follows:-
- A. To perform the duties and fulfil all the requirements imposed upon the Constituent Councils by the Cremations Acts 1902 and 1952 and any subsequent legislation and any regulation or orders relating thereto
  - B. To control manage and maintain the North Devon Crematorium
5. **THE CONSTITUENT COUNCILS** hereby delegate to the Joint Committee upon and subject to the terms and conditions of this Agreement all the powers of the crematoria in the area of each them the constituent Councils other than the power of borrowing money levying or issuing a precept for a rate or holding land without prejudice to the generality of the foregoing the Joint Committee shall to the exclusion of the constituent Councils have all the powers of each of the constituent Councils under the Cremations Act 1902 and 1952 and under any Acts of Parliament or statutory instruments with respect to the provisions and maintenance of crematoria.
6. **THE JOINT COMMITTEE** shall from time to time appoint suitable persons to be Secretary and Treasurer respectively and such other officers and servants as they may from time to time deem necessary or desirable for the purpose of

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carrying out the functions of the Committee (and the persons appointed or employed shall be paid such reasonable salaries wages or allowances as the Joint Committee may think proper) and every officer or servant so appointed or employed as aforesaid shall (subject to the terms of their respective appointment) be removable by the Joint Committee at their pleasure; the Joint Committee may also make such provision as to the inclusion of their officers and servants within a superannuation scheme as may be practicable and to pay such contributions in respect of such officers and servants according to such superannuations scheme and any additional contributions as they may think proper.

7. (1) THE JOINT COMMITTEE shall in every year hold at least four meetings for the transactions of general business and may hold such other meetings at such intervals as they shall deem necessary or convenient.
  - (2) NO business shall be transacted at a Meeting of the Joint Committee unless both constituent Councils are represented thereat and unless at LEAST ONE-THIRD of the whole number of members of the Joint Committee are present thereat.
  - (3) THE Joint Committee shall make standing orders regulating procedure at their meetings and such standing orders shall provide for the election of a chairman and as to place and time of meeting.
  - (4) THE Joint Committee shall have a power to appoint sub-committees from amongst their members for any purpose which in the opinion of the Joint Committee could be better managed or considered by means of a sub-committee and may make vary and revoke standing orders respecting the membership quorum and plan of meetings and generally as to the proceedings of any such sub-committee.
  - (5) THE mode of voting at meetings of the Joint Committee or any sub-committee thereof shall be by show of hands and on the requisition of any member of the Joint Committee the voting on any question shall be recorded so as to show whether each member present and voting gave his vote for or against that question.
  - (6) A COPY of the MINUTES of proceedings of each meeting of the Joint Committee shall be sent to each constituent Council.
8. THE JOINT COMMITTEE and every officer thereof who is by reason of his office entrusted with the custody or control of monies shall keep accounts of all monies received by the Joint Committee or by any such officer on behalf of the Joint Committee and of all expenditure thereof by them or by him as may be required for the purposes of Part VIII of the Local Government Act 1972 or any statutory modification thereof or statutory instrument made thereunder.
  9. IN ADDITION to the minutes referred to in sub-clause (6) of clause 7 above the Joint Committee shall as soon as may be after the thirty first day of March in every year send to each of the constituent Councils a report of the operation of the Joint Committee during the preceding financial year and a copy of the final accounts of the Joint Committee for such financial year the provisions of

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such report being in addition to and not in substitution for the obligation to furnish to each of the constituent Councils copies of the Auditor's report on such accounts and on the financial statement thereof under Regulation 8 of the Audit Regulations 1934.

10. (1) IF the Joint Committee shall at any time desire to incur capital expenditure in connection with the provision of crematoria than unless the Joint Committee decide to defray such expenditure out of revenue the constituent Councils may at the request of the Joint Committee agree subject to the approval of the appropriate Secretary of State or Government Department to borrow and shall pay to the Joint Committee the amount required in such sums and at such times as the Joint Committee shall request and subject to such approval as aforesaid the borrowing thereof shall be for such periods at such rates of interest and on such terms and conditions as to mode of repayment and otherwise as the Joint Committee may reasonably prescribe or approve.

(2) SUBJECT as hereinafter provided the Joint Committee shall from time to time pay to the constituent Councils the amounts of all interest and of all instalments of principal or sinking fund contributions as and when the same shall become due and the costs of taking up any loans raised for such purposes by the said constituent Councils.

11. ALL REAL or leasehold property acquired or works constructed shall belong and be vested jointly in the constituent Councils but shall be maintained controlled and managed by the Joint Committee for crematoria purposes.

12. (1) ALL EXPENSES incurred by the Joint Committee in any financial year so far as they are not paid out of income other than contributions from the constituent Councils under this clause shall be borne by the constituent Councils respectively in proportion to the population of the respective districts according to the Registrar General's estimate for the mid-summer of that financial year and the Joint Committee may require each of the constituent Councils to pay to the Joint Committee on the first day of April or such other date as the Joint Committee may in any case determine in each financial year and such Councils shall pay to the Joint Committee such sums as the Joint Committee may estimate will be the proportion to be borne by that Council of any estimated deficit for that financial year provided that when the exact amount and proportion of the net expenditure of the Joint Committee for that financial year to be borne by each of the constituent Councils shall have been ascertained there shall be an appropriate adjustment between the joint Committee and each of the constituent Councils aforesaid.

(2) THE JOINT COMMITTEE may

(a) USE PART of all of any profits or surplus made in any financial year to finance capital expenditure or redeem debt.

(b) CARRY forward part or all of such profits or surplus as in the opinion of the Joint Committee may be required to meet contingencies or to defray any expenditure which may fall to be defrayed before the date on which monies to be received by the

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Joint Committee whether from the constituent Councils in accordance with this Agreement or from the operation of the crematorium established by the Joint Committee will become available AND the joint Committee shall as soon as practicable return to the constituent Councils the amount of such profits or surplus not so applied by the Joint Committee in proportion to the total amount respectively contributed by each of the constituent Councils towards previous deficits returned to them the Joint Committee shall pay any unapplied profits of surplus to the constituent Councils in the same proportion in which by virtue of sub-clause (1) hereof the constituent Councils would have borne a deficit in that financial year had one occurred.

13. (1) This agreement may be terminated by giving to the other not less than two years notice in writing to that effect expiring on the thirty first day of March in any year but no such notice shall be given so as to expire before the thirty first day of March after the expiration of thirty years after the date on which this agreement is executed.  
  
(2) IF by virtue of clause 11 of this Agreement any property or works are vested in a constituent Council giving notice such Council shall continue to permit such property or works to be used maintained controlled and managed by the remaining Committee for crematoria purposes on such terms as may be settled in the adjustment under Clause 15 hereof and for so long as this Agreement shall continue and the Committee so require.  
  
(3) AT the request of the Joint Committee the Council in which any such property or works are vested shall transfer such property or works to the remaining Council.
14. (1) THE Council which has given notice under sub-clause (a) of Clause 13 shall bear the expense (in such proportion as may be agreed between the constituent Councils) of settling the adjustment required by Clause 15.
15. IN the event of a constituent Council withdrawing from this Agreement at any time hereafter or in the event of this Agreement being determined under the provisions hereinbefore contained or otherwise there shall as on the date of such withdrawal or determination be an adjustment between the then parties for the areas affected by this Agreement of all property income debts liabilities and expenses then existing and of any financial relations affected by such withdrawal or determination and on such adjustment there shall be an adjustment of capital assets and liabilities acquired or assumed by any such authorities on such withdrawal or determination including any outstanding loans as the case may be under Clause 10 hereof and provisions may then be made for the payment to the constituent Councils as the case may be of such sums as seems equitable.

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16. SUBJECT to Section 103 of the Local Government Act 1972 all disputes between the constituent Councils or between any of them and the Joint Committee on interpretation of the Agreement and all disputes and differences in any way or at any time arising hereon (including without prejudice to the generality of these words the adjustment required by Clause 15 hereof) shall be referred to some competent arbitrator to be named by the appropriate Secretary of State or his successor in accordance with the provision of the Arbitration Act 1950 and any statutory modification or re-enactment thereof for the time being in force.
17. THE PROVISIONS of this deed may be varied from time to time by agreement between all the parties who are parties hereto immediately prior to the date of such variation.

IN WITNESS whereof the parties to this Agreement have respectively caused their Common seals to be hereunto affixed the day and year first before written

The COMMON SEAL of the NORTH DEVON

DISTRICT COUNCIL was hereunto

affixed in the presence of:-

Deputy Secretary

The COMMON SEAL of the TORRIDGE

DISTRICT COUNCIL was hereunto

affixed in the presence of:-

Secretary

### ANNEXE 4

#### JOINT ARRANGEMENTS

##### Part C Joint Planning Policy - Torridge District Council

1. Each of the Partner Authorities shall appoint seven members (being elected members of that Partner Authority) as its nominated members of the Joint Committee. The members appointed shall have full voting rights. The members appointed must include:
  - 1.1 the Leader of each Partner Authority; and
  - 1.2 Lead Members for Economy, Environment, Climate, Planning, Housing and Community or such other members from TDC as TDC shall consider appropriate with the equivalent or such other members from NDDC as NDDC shall consider appropriate.
2. Each Partner Authority may nominate one or more substitute members to attend any meeting in place of an appointed member from that Partner Authority and notification being given to the Lead Authority responsible for governance and secretarial Support Services, 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 all of a Partner Authority'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 Partner Authority when acting as a member of the Joint Committee.
4. Each of the Partner Authorities 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 Lead Authority for governance and secretarial Support Services.
5. Each Partner Authority shall have seven votes. These shall be exercised by the nominated members who are elected members of the Partner Authority. In the absence of a Partner Authority's nominated member, a vote may be exercised by the named substitute who is an elected member of the Partner Authority.
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 Partner Authority but a member shall cease to be a member of the Joint Committee if he or she ceases to be a member of the Partner Authority appointing him or her as a member of the Joint Committee.
7. Any casual vacancies howsoever arising shall be filled by the Partner Authority from which the vacancy arises by notice in writing sent to the Lead Authority for governance and secretarial Support Services.

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8. Meetings of the Joint Committee shall be held at the offices of the member appointed as chairperson, unless otherwise agreed by the Joint Committee.
9. The Partner Authority hosting the first meeting shall appoint one of its nominated members as chairperson and that member shall remain chairperson until the first meeting taking place after the elapse of one year from the time of his or her appointment unless he or she ceases to be a member of the Joint Committee. On the expiry of the first chairperson's term of office as chairperson, the Partner Authority which did not appoint the first chairperson shall appoint one of its nominated members as chairperson for a period of one year from the time of his or her appointment. The same procedure shall be followed for the appointment of chairperson in subsequent years.
10. The Partner Authority which has not appointed the chairperson of the Joint Committee in any year shall appoint one of its nominated members as vice chairperson.
11. The Joint Committee shall meet once every quarter unless otherwise determined by the Joint Committee.
12. The Lead Authority for governance and secretarial Support Services 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 bi-monthly meetings of the Joint Committee. The Lead Authority for governance and secretarial Support Services must call a meeting of the Joint Committee if at least five members of the Joint Committee from each Partner Authority requests it or if the Chief Executive of both Partner Authorities requests it.
13. Meetings shall be notified to members of the Joint Committee by the Lead Authority for governance and secretarial Support Services.
14. The Lead Authority for governance and secretarial Support Services shall publish the agenda for each meeting of the Joint Committee no later than five clear Working Days before the date of the relevant meeting.
15. The Lead Authority for governance and secretarial Support Services shall send, electronically, to all members and relevant officers of each Partner Authority, the agenda for each meeting of the Joint Committee no later than five clear Working Days before the date of the relevant meeting.
16. The Lead Authority for governance and secretarial Support Services shall arrange for written minutes to be taken of each meeting of the Joint Committee and shall arrange for an officer to 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 chairperson and vice chairperson.
17. Meetings of the Joint Committee will commence at 10.00am unless otherwise agreed by the Joint Committee. Meetings of the Joint Committee shall end no later than 1.00pm unless otherwise agreed by the Joint Committee.

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18. A meeting of the Joint Committee shall require a quorum of seven members with a minimum of three members, who are entitled to attend and vote, coming from one Partner Authority with the remainder, to make the meeting at least quorate, from the other Partner Authority. If there is a quorum of members present but neither the chair nor the vice-chair is present, the members present shall designate one member to preside as chair for that meeting.
19. Subject to the provisions of any enactment, all questions coming or arising before the Joint Committee shall be decided by a majority of the Partner Authority 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 chairperson shall have a second or casting vote but, before exercising this, the chairperson shall consider whether it is appropriate to defer the matter to the next meeting of the Joint Committee.
20. 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.
21. A member, when speaking, shall address the chairperson. If two or more members wish to speak, the chairperson shall call on one to speak. While a member is speaking all other members shall remain silent.
22. A member shall direct his/her speech to the question under discussion or to a personal explanation or to a point of order.
23. 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 the chairperson 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.
24. If an amendment is lost, other amendments may be moved on the original motion. If an amendment is 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.
25. The order of business shall be indicated in the agenda for the meeting.
26. When a motion is under debate by the Joint Committee no other motion shall be moved except the following:
  - 26.1 to amend the motion;
  - 26.2 to adjourn the meeting;
  - 26.3 to adjourn the debate;
  - 26.4 to proceed to the next business;
  - 26.5 that the question may now be put;
  - 26.6 that a member shall not be further heard;



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- 26.7 by the chairperson, that a member leave the meeting;
- 26.8 a motion under section 100(A)(4) of the Local Government Act 1972 to exclude the public; or
- 26.9 to postpone consideration on an item.
27. 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 may now be put", "That the debate is now adjourned", or "That the Committee now adjourn", on the seconding of which the chair shall proceed as follows:
- 27.1 on a motion to proceed to next business: unless in his/her opinion the matter before the meeting has been insufficiently discussed to put to the vote, the motion to proceed to next business;
- 27.2 on a motion that the question may now be put: unless in his/her opinion the matter before the meeting has been insufficiently discussed he/she shall first put to the vote the motion that the question may now be put; or
- 27.3 on a motion to adjourn the debate or meeting: if in his/her 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.
- The ruling of the chair shall not be open for discussion.
28. Any member of the Partner Authorities who is not a member of the Joint Committee is entitled to attend the Joint Committee and make representations in respect of Non-Restricted and Restricted Items by leave of the chairperson (but shall not be entitled to vote or take part in the consideration or discussion of any business), and comments will be recorded only on the direction of the chairperson.
29. The following elected representatives are entitled to attend the Joint Committee and make representations in respect of Non-Restricted Items to the Joint Committee by leave of the chairperson (but shall not be entitled to vote or take part in the consideration or discussion of any business) and comments will be recorded only on the direction of the chairperson:
- 29.1 Members of parish councils within the districts of the Partner Authorities;
- 29.2 Members of Devon County Council; and
- 29.3 Members of Parliament for the residents of the Partner Authorities.
30. Meetings of the Joint Committee will be open to the public except to the extent that they are excluded under paragraph 32.
31. Members of the public wishing to address the Joint Committee (or a sub-committee of the Joint Committee) on Non-Restricted Items contained within the agenda for the meeting shall be given the opportunity to do so subject to:
- 31.1 the opportunity being extended to one or more person(s) at the discretion of the chairperson to speak in support of each agenda item and one or more

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- person(s) at the discretion of the chairperson to speak against each agenda item when called to do so by the chairperson;
- 31.2 an indication of the desire to speak on the agenda item being made by the person in writing not less than two days before the scheduled Committee Meeting. The written request must be sent by e-mail to [memberservices@northdevon.gov.uk](mailto:memberservices@northdevon.gov.uk) or such other address as provided by the Lead Authority for governance and secretarial support;
- 31.3 each person addressing the Joint Committee or sub-committee of the Joint Committee being limited to three minutes' speech;
- 31.4 in the event of the person having registered to speak on an agenda item not wishing to take up their right to speak on the agenda item because it was deferred, that person will automatically be given the right to speak on the agenda item at the next meeting of the Joint Committee or sub-committee of the Joint Committee; and
- 31.5 the chairperson of the meeting having discretion to rule that a person wishing to address the meeting shall not be heard if, in the chairperson's view, that issue or the organisation or the person wishing to make the representation on that issue has received an adequate hearing.
- 32 In accordance with the requirements of the 1972 Act, the public or press must be excluded from a meeting by resolution of the Joint Committee during an item of business if that item includes:
- 32.1 confidential information, as defined in section 100A(3) of the 1972 Act; or
- 32.2 exempt information, as defined in section 100I of the 1972 Act.
33. The Joint Committee may delegate a function to an officer.
34. The Joint Committee may appoint such task teams or working groups as they consider appropriate in order to consider and report to the Joint Committee on specific matters.
35. Any contractual arrangements that relate to an Agreed Function will be undertaken by one of the Partner Authorities and that Partner Authority shall apply its own financial regulations and contract procedure rules to such an arrangement. The Partnership Leader of the Partner Authority that is incurring the expenditure will normally determine which of the Partner Authority's financial regulations and contract procedure rules will apply and, in the event of any dispute or uncertainty, the matter should be referred to the Chief Executives for determination.
36. The Lead Authority responsible for governance and secretarial Support Services shall provide administrative support services to the Joint Committee on such terms as may be agreed from time to time between the Partner Authorities. The Partner Authorities shall make available committee officers to provide administrative services at the meetings of the Joint Committee as appropriate and in consideration of where the meetings are being held.

37. The Lead Authority for legal Support Services shall provide the Joint Committee with legal advice and support on such terms as may be agreed from time to time between the Partner Authorities.
38. The Lead Authority for financial Support Services shall provide the Joint Committee with financial advice and support on such terms as may be agreed from time to time between the Partner Authorities.

### PART 3: Committee Structure

