

Terms of Reference of the Joint Planning Policy Committee

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.
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.

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;

- 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

- 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 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.

SCHEDULE 2

Agreed Functions

1. The Joint Committee shall be responsible for and shall have delegated to it the following functions of the Partner Authorities:
 - 1.1 The preparation, review and/or approval of
 - 1.1.1 Development Plan Documents;
 - 1.1.2 Supplementary Planning Documents;
 - 1.1.3 Joint documents that supplement/complement the Development Plan Documents (Namely, Local Development Schemes, Statements of Community Involvement, Authority Monitoring Reports and Infrastructure Funding Statements);
 - 1.1.4 The outcomes from policy performance monitoring and the need to undertake any resultant actions, on such matters as the maintenance of housing delivery rates and a joint five year land supply to required levels;
 - 1.1.5 Proposals for delivery of key infrastructure (e.g. flood defences, link road improvements, health infrastructure) where there are clear cross boundary implications; and
 - 1.1.6 Responses to consultations from the government, other authorities, external agencies and other bodies, including transportation related consultations, where they would have a significant impact on the delivery of the Local Plan or on the Districts' environment.
 - 1.2 The consideration and noting of associated evidence documents (for example, Sustainability Appraisals and Habitat Regulations Assessments)
 - 1.3 Such other functions related to the above listed Agreed Functions which it is agreed between the Partner Authorities should be included as an Agreed Function.
2. The delegated powers referred to above in paragraph 1.1 shall be limited to the preparation of agreed Development Plan Documents but shall not include the final adoption of such Development Plan Documents which shall be reserved to the respective Partner Authorities and referred back as a recommendation by the Joint Committee for a decision as to adoption by the respective Partner Authorities. The Joint Committee shall take account any reservations or objections subsequently received from either Partner Authority before referring the Development Plan Documents back for adoption.
3. The Joint Committee shall act in the manner laid down in the Terms of Reference of the Joint Committee as set out in 0.
4. The Joint Committee shall act as the ultimate arbiter in the case of unresolved disputes between the Partner Authorities unless such matters are referred to arbitration pursuant to clause **Error! Reference source not found.**

5. It has been agreed that the Agreed Functions as referred to in paragraph 1 should be delivered in the manner laid down in this Agreement.

SCHEDULE 3
Support Services

1. To enable the Partnership to function effectively the Joint Committee shall require the following key Support Services from the Partner Authorities:
 - 1.1 legal support and advice; and
 - 1.2 governance and secretarial support.
2. Each Support Service shall, from the Commencement Date, be provided by the following identified Lead Authority, which may be varied during the term of this Agreement by written agreement between the Partner Authorities:

Support Service	Lead Authority
Legal support and advice	TDC
Governance and secretarial support	NDDC

SCHEDULE 4
Financial Arrangements

1. Joint Committee costs

Annual costs relating to the Joint Committee shall be shared in equal proportions between the Partner Authorities, this shall include (but shall not be limited to):

- 1.1 administrative costs of the Joint Committee;
- 1.2 costs of room booking, refreshments and any Joint Committee events (e.g. training).
- 1.3 any other incidental expenses of the Joint Committee or Joint Committee members.