



NOTICE OF MEETING

CABINET MEMBER FOR PLANNING POLICY & CITY DEVELOPMENT

THURSDAY, 24 MARCH 2022 AT 10.00 AM

COUNCIL CHAMBER - THE GUILDHALL

Telephone enquiries to James Harris - Senior Local Democracy Officer 023 92606065
Email: james.harris@portsmouthcc.gov.uk

If any member of the public wishing to attend the meeting has access requirements, please notify the contact named above.

Information with regard to public access due to Covid precautions

- Following the government announcement 'Living with COVID-19' made on 21 February, attendees will still be requested to undertake an asymptomatic/ lateral flow test within 48 hours of the meeting until the end of March (This guidance will be updated at that point). Around one in three people who are infected with COVID-19 have no symptoms so could be spreading the virus without knowing it. Asymptomatic testing – getting tested when you don't have symptoms - helps protect people most at risk by helping to drive down transmission rates.
- We strongly recommend that attendees should be double vaccinated and have received a booster.
- If symptomatic we encourage you not to attend the meeting but to stay at home, avoid contact with other people and to take a PCR test in line with current UKHSA advice.
- We encourage all attendees to wear a face covering while moving around crowded areas of the Guildhall.
- Although not a legal requirement, attendees are strongly encouraged to keep a social distance and take opportunities to prevent the spread of infection by following the 'hands, face, space' and 'catch it, kill it, bin it' advice that also protects us from other winter viruses.
- Hand sanitiser is provided at the entrance and throughout the Guildhall. All attendees are encouraged to make use of hand sanitiser on entry to the Guildhall.
- Those not participating in the meeting and wish to view proceedings are encouraged to do so remotely via the livestream link.

Membership

Councillor Hugh Mason (Cabinet Member)

Group Spokespersons

Councillor Ryan Brent

Councillor Judith Smyth

(NB This agenda should be retained for future reference with the minutes of this meeting).

Please note that the agenda, minutes and non-exempt reports are available to view online on the Portsmouth City Council website: www.portsmouth.gov.uk

Deputations by members of the public may be made on any item where a decision is going to be taken. The request should be made in writing to the contact officer (above) by 12 noon of the working day before the meeting, and must include the purpose of the deputation (for example, for or against the recommendations). Email requests are accepted.

AGENDA

- 1 **Apologies for absence**

- 2 **Declarations of interest**

- 3 **Building Control Partnership Agreement (Pages 3 - 40)**

The purpose of this report is to seek approval for the Council to agree to an updated Deed of Delegation and Memorandum of Association for the joint provision of Building Control services.

Recommendation

That the authority is given to the Director of Regeneration to sign an updated Deed of Delegation and Memorandum of Association for the joint provision of Building Control services.

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This meeting is webcast (videoed), viewable via the Council's livestream account at <https://livestream.com/accounts/14063785>



Title of meeting:	Portfolio Decision Making - Planning Policy and City Development
Date of meeting:	24 th March 2022
Subject:	Building Control Partnership Agreement
Report by:	Tristan Samuels, Director of Regeneration
Report Author:	Ian Maguire, Assistant Director Planning & Economic Growth, Regeneration
Wards affected:	All
Key decision:	No
Full Council decision:	No

1. Purpose of report

- 1.1 The Building Control Partnership legal agreement and Memorandum of Understanding have been updated to reflect the current operation of the partnership and to formalise a streamlined and more efficient financial management system. This report seeks approval for the Council to agree to an updated Deed of Delegation and Memorandum of Association for the joint provision of Building Control services.

2. Recommendations

- 2.1 That the authority is given to the Director of Regeneration to sign an updated Deed of Delegation and Memorandum of Association for the joint provision of Building Control services.

3. Background

- 3.1 The legal agreement and underlying Memorandum of Understanding (MOU) to form the Building Control Partnership (BCP) was originally signed by Fareham Borough Council and Gosport Borough Council in 2002.
- 3.2 The BCP currently operates under the legal agreement and MOU signed on 4th February 2016 to reflect Portsmouth City Council Building Control service joining the Partnership.

4. Reasons for recommendations

- 4.1 The existing legal agreement is now over five years old and needs updating to

reflect current operational practices, changes to financial arrangements and to improve clarity.

- 4.2 As part of a financial opportunities review of the Partnership, the existing financial system used for the partnership has been reviewed and found to be outdated and inefficient.
- 4.3 The success of the Partnership has led to annual surpluses being generated, which in accordance with the Building Regulation charging regulations, have been held as a business reserve for the purpose of investment in the service and for contingency funding in the event of a deficit being made. The legislation governing charging under the Building Regulations stipulate that fees should only be set to cover expenditure or investment and should not be used to cross subsidise other service areas.
- 4.4 The BCP Business Reserve currently stands at £332,000 and although planned investment in service improvement, such as funding the Vanguard process have been completed and others planned, the reserve has continued to grow to a level that risks a challenge.
- 4.5 BCP income is made up of approximately 80% fee-earning work generated mainly from Building Regulation applications and 20% from funding for non-fee earning work covering mainly statutory services such as dangerous structures, demolitions, enforcement, postal address management and administering initial notices. The charging regulations mean that non-fee earning work must be funded by the three partnership authorities.
- 4.6 The basis for assessing and re-charging non-fee earning work for the partnership authorities has been via information from timesheets which were filled in on a daily basis by all BCP staff members. The time sheet system was found to be cumbersome, inaccurate, and resulted in charges to partners that did not wholly reflect the level of activity carried out on behalf of each partner. The system also resulted in a disproportionate amount of financial invoicing and reconciliation between partners on a monthly and annual basis.

CHANGES TO THE LEGAL DOCUMENTATION

- 4.7 The changes to the legal agreement and MOU are either:
- cosmetic in terms of updating definitions, terminology and improving wording.
- or to
- reflect the improvements made to the financial system.

CHANGES TO THE FINANCIAL SYSTEM

- 4.8 The new financial system will create a non-surplus model which will be based on BCP fee earning income being subtracted from overall expenditure. The difference will represent the cost of non-fee earning work and will be funded by the

partnership authorities as set out below. Under this system, all partnership authorities will benefit from a lowering of cost for non-fee earning work as BCP fee-earning income levels increase. Annual surpluses will not be generated in the future under this system.

- 4.9 Instead of the time sheet system, the apportionment of the non-fee-earning expenditure will now be based on the fee-earning income percentages generated by each authority over a 3-year rolling period. This will be subject to an annual review to ensure the level of charging to each authority is still appropriate.
- 4.10 The new system will result in charges to individual authorities being a more accurate and a fairer reflection of the work carried out by BCP staff.
- 4.11 The new agreement documents that the Partnership will hold a Downturn Reserve of an initial sum of £150,000 which may be authorised by the BCP Client Manager Panel following consultation with the BCP Member Panel in the event of a loss of income or to fund other costs associated with adverse economic conditions. The initial cost of the Downturn Reserve will be funded from the existing BCP Business Reserve.
- 4.12 An annual adjustment of the Downturn Reserve will be determined by The Partnership Finance Officer to account for operational costs and inflation.
- 4.13 The level of the Downturn Reserve will be reviewed, as a minimum every 3-years, by BCP Client Manager Panel following consultation with the BCP Member Panel.
- 4.14 A three-year investment plan has been developed to facilitate ongoing improvement of the Partnership and to allow the Partnership to meet the costs associated with the new Building Control system detailed in the draft Building Safety Bill that is currently passing through parliament. The remainder of the existing Business Reserve has been allocated to fund this plan.
- 4.15 The updated legal documentation has been agreed in consultation with all three partners' legal teams and will be taken through formal decision-making processes at all authorities.

CONCLUSION

- 4.16 The updated and amended legal agreement and MOU will improve the resilience and the productivity of the BCP and result in a fairer charging system, whilst ensuring the Partnership authorities can benefit from future success and growth of the BCP.

5. Legal implications

- 5.1 The amended Deed of Delegation and Memorandum of Understanding has been approved by legal services

6. Director of Finance's comments

- 6.1 As stated in the main body of the report the major change to the current agreement will be around the treatment of any reserve balance that may accrue as a result of fee earning activity by the Partnership.
- 6.2 The new agreement states that this reserve can not be higher than £150,000 and any balance above this will be distributed back to the partner authorities as decided by the BCP member panel which includes the Portfolio holder for Planning Policy and City Development.
- 6.3 This amendment could lead to a lower than budgeted contribution to the Partnership but it can not be guaranteed as an ongoing saving.

.....
Signed by:

Appendices:

- A:** Updated Deed of Delegation for the joint provision of Building Control services
B: Updated Memorandum of Understanding

Background list of documents:

- Existing Deed of Delegation for the joint provision of Building Control services
Existing Memorandum of Understanding

The recommendation(s) set out above were approved/ approved as amended/ deferred/
rejected by on

.....
Signed by:

FAREHAM BOROUGH COUNCIL

AND

GOSPORT BOROUGH COUNCIL

AND

PORTSMOUTH CITY COUNCIL

DEED OF DELEGATION

JOINT PROVISION OF BUILDING CONTROL SERVICES

This DEED is made the

2021

BETWEEN

FAREHAM BOROUGH COUNCIL of Civic Offices, Civic Way, Fareham, Hampshire P0167PU

and

GOSPORT BOROUGH COUNCIL of Town Hall, Gosport, Hampshire, P012 1EB and

PORTSMOUTH CITY COUNCIL of Civic Offices Guildhall Square Portsmouth P01 2PX (collectively referred to as "the Councils" and the term "Council" shall refer to any one of the Councils acting individually as the context permits)

WHEREAS

- (1) The Councils are local authorities within the meaning of the Local Government Act 1972 ("the 1972 Act").
- (2) The Councils wish to provide building control services jointly under the terms of this Deed
- (3) In exercise of the powers under sections 101,102, 103, 111 and 113 of the Local Government Act 1972, sections 19 and 20 of the Local Government Act 2000, section 1 of the Localism Act 2011 and all other relevant enabling powers, the Councils wish to commission each other to deliver the building control functions of the Councils through the Partnership and to delegate the provision of the building control functions to each other and to the Partnership to the extent and in accordance with the arrangements herein provided.

IT IS HEREBY AGREED AS FOLLOWS

1. Definitions

1.1 In this deed

- (a) "The Fareham Representative" means the Senior Officer for the time being of Fareham Borough Council having managerial responsibility for the Building Control service.
- (b) "The Gosport Representative" means the Senior Officer for the time being of Gosport Borough Council having managerial responsibility for the Building Control service.

- (c) "The Portsmouth Representative" means the Senior Officer for the time being of Portsmouth City Council having managerial responsibility for the Building Control service.
 - (d) "Head of Building Control Partnership" means the Building Control Manager designated by the Councils for the purposes of this Agreement
 - (e) "The Partnership Finance Officer" means the officer designated by the Councils for the purpose of this agreement
 - (f) "The Agreed Performance Standards" means those standards set out in the Memorandum of Understanding
 - (f) "The Memorandum of Understanding" means the document entitled Fareham, Gosport and Portsmouth Building Control Partnership – Memorandum of Understanding signed by the Councils and amended from time to time in writing between the Councils or otherwise setting out the objectives of the Partnership and the governance and joint working arrangements and as may be amended from time to time as provided therein
 - (g) "The Partnership" means those officers employed by the Councils to discharge the Building Control Functions and known as the Building Control Partnership
 - (h) "The Building Control Functions" means those functions listed in Schedule 1 hereto
 - (i) "The Officer Group" means a group comprising Head of Building Control Partnership, the Fareham Representative the Gosport Representative and the Portsmouth Representative and The Partnership Finance Officer
- 5.4 hereof
- j) "The Panel" means the group comprising one elected member from each of the Councils, and the Officer Group
 - (k) "The Building Control Service" is the performance by the Partnership of the Building Control Functions
 - (l) "Working Day" means days on which banks in the City of London are open to the public

- 1.2 In this Deed, unless the contrary intention appears:
- 1.2.1 words importing the masculine gender include the feminine gender.
 - 1.2.2 words in the singular include the plural and vice versa.
 - 1.2.3 clause headings are for ease of reference only and do not affect the construction of the deed: and
 - 1.2.4 any reference to any Act of Parliament or to any Order, regulations, Statutory instrument or the like shall be deemed to include a reference to any amended enactment or re-enactment of it.

2. Memorandum of Understanding

- 2.1 The Councils have entered into the Memorandum of Understanding which may be amended from time to time by the Councils in writing and agree that this Deed shall be construed to give effect to any such Memorandum of Understanding as may be in force from time to time.

3. Term

- 3.1 This Deed shall commence on xxxxxxxx and shall continue unless brought to an end by either party under the provisions of Clause 10 hereof

4. Functions

- 4.1 The Councils agree that each of them and / or the Partnership shall discharge within their own administrative areas and each within the administrative boundaries of the other the Building Control Functions to the Agreed Performance Standards.
- 4.2 Each Council hereby delegates to the other and the Partnership power to exercise the Building Control Functions on its behalf and for the avoidance of doubt this includes the management of resources used in the exercise of such functions.
- 4.3 The Councils agree that for the duration of this Deed the Partnership will

undertake on their behalf the Building Control Functions together with any additional functions which shall be agreed in writing between the Councils

5. Management

- 5.1 The Head of Building Control Partnership will manage the Building Control Service and will report to and be accountable to:
- 5.1.1 the Fareham Representative in respect of the performance of the Building Control Functions in the Borough of Fareham
 - 5.1.2 the Gosport Representative in respect of the said functions in the Borough of Gosport.
 - 5.1.3 the Portsmouth Representative in respect of the performance of the Building Control function in the City of Portsmouth
- 5.2 The strategic management of the Partnership shall be undertaken by the Panel which shall meet at least twice a year.
- 5.3 The Panel's terms of reference shall be to provide strategic oversight and direction to the Partnership by: -
- identifying opportunities for improving efficiency and reducing costs.
 - reviewing management arrangements.
 - reviewing arrangements for the management of risk.
 - reviewing performance and budgets
- 5.4 The Fareham Representative, the Gosport Representative and the Portsmouth Representative shall set up the Officer Group and shall ensure that it meets at least quarterly to monitor the performance and development of the Partnership and resolve any issues arising.

6. Staff

- 6.1 Fareham Borough Council will be the employer of the staff delivering the Building Control Functions of the Partnership.
- 6.2 Any recruitment to the Partnership shall be in accordance with Fareham Borough Council's normal staff recruitment policies. Fareham Borough Council shall employ

sufficient properly trained, careful, skilled, honest, competent officers to ensure the Building Control Functions are provided at all times and in accordance with this Deed.

6.3 Fareham Borough Council will provide sufficient management and supervisory staff to ensure the staff employed in the provision of the Building Control Functions are at all times:

6.3.1 Adequately supervised and properly perform their duties in accordance with this deed.

6.3.2 Sufficiently trained and instructed with regard to all relevant policies, rules, procedures, and standards of the council forming the Partnership.

6.3.3 Sufficiently trained and instructed with regard all relevant rules and procedures concerning health & safety at work legislation and able to identify risks or potential safety hazards.

6.3.4 Sufficiently trained and instructed in the use of any specialist equipment required for the provision of the Building Control Functions and in the moving and handling of equipment and people.

6.4 Fareham Borough Council assumes full responsibility for its staff and for the actions of such staff while performing the Building Control Functions pursuant to this Deed and shall be solely responsible for their supervision, daily direction and control, payment of income including income tax, insurance contributions and levies of any kind, relating to or arising out of the employment of any person employed by Fareham Borough Council and shall fully and promptly indemnify the other Councils in respect of any liability of Fareham Borough Council in respect thereof, subject always to any other provisions within this Deed or Memorandum of Understanding approved under this deed which specifically provides to the contrary.

7. Accommodation and equipment

7.1 Suitable office accommodation sufficient for the provision of the Building Control Service will be provided by the Councils at The Depot Offices, Broadcut, Fareham, for the majority of the staff and at Gosport Town Hall and Portsmouth City Council for such visiting staff as the Head of Building Control Partnership considers appropriate or such other site as agreed in writing by the Officer Group

7.2 All assets will remain in the ownership of the Council who purchased the same unless and until transferred under the provisions of clause 11.4 and the Head of Building Control Partnership shall compile and maintain a record of all assets acquired for use by the Partnership.

8. IT services

8.1 Fareham Borough Council will provide IT systems, secure network, internet access, software, secure data / information storage, telephone and printing facilities and support to the Partnership and will ensure such systems are linked to and available to officers of the Partnership attending at Gosport Town Hall, and Portsmouth Civic Offices.

8.2 Gosport Borough Council and Portsmouth City Council will provide IT support to officers of the Partnership working at Gosport Town Hall and Portsmouth Civic Offices and all necessary support to Fareham Borough Council to maintain the availability of the IT systems provided by Fareham Borough Council to officers of the Partnership working at Gosport Borough Council and Portsmouth City Council through the link referred to above in 8.1 or otherwise.

9. Financial provisions

9.1 Financial arrangements arising from the exercising of the Building Control Functions will be as set out in Schedule 2

10. Review / Variation

10.1 The Councils may agree at any time to vary this Deed or associated Memorandum of Understanding provided always that each Council agrees to the proposed variation and such variation is executed jointly in writing and in accordance with each Councils Constitution by the Fareham Representative, the Gosport Representative and the Portsmouth Representative collectively on behalf of the Councils.

10.2 The Councils agree to review the operation of this Deed and associated Memorandum of Understanding regularly and in any event not less than every three years. Such review to be carried out by the Officer Group and reported to the Panel for recommendation to the Councils accordingly under their normal decision-

making functions.

11. Termination

- 11.1 Any Council may bring this Deed to an end by giving to the other Councils not less than 12 months' notice in writing expiring on 31 March in any year.
- 11.2 Notwithstanding 11.1 above, this Deed may be terminated at any time if the Councils unanimously agree to terminate this Deed.
- 11.3 Within four weeks of such notice being given pursuant to clause 11.1, the Officer Group shall meet to agree the steps necessary to place each Council in a position to continue the performance of the Building Control Functions to the Agreed Performance Standards after the termination of this Deed. The Representative of the Council giving notice shall make a written report setting out the steps agreed at the meeting of the Officer Group referred to above to the next scheduled meeting of the Panel, or if that would not be within 4 weeks of the meeting referred to above, shall convene a special meeting of the Panel within that time for that purpose.
- 11.4 During the period between the giving of notice under this paragraph and the termination of the agreement all Representatives/Senior Officers shall ensure that any information reasonably requested of their respective Councils by the other Councils is supplied promptly and in any event within 10 Working Days. Each Council shall provide all reasonable assistance to the other Councils to enable the other Councils to be in a position to continue the performance of the Building Control Functions to the Agreed Performance Standards.
12. On termination of this Deed the assets used in the provision of the Building Control Service will be apportioned between the Councils in the same proportion as the income and costs of the provision of the Building Control Service have been apportioned under the provisions of Schedule 2 to this Deed in the last financial year of the Deed. Unless otherwise provided the following provisions shall also apply;
- 12.1.1 The Councils will return all documents pertaining to outstanding work in the area of each of the other Councils reasonably required to enable them to deliver their Building Control Functions.

12.1.2 If an agreement under clause 11.5 cannot be reached any of the Councils may refer the matter direct to adjudication under the provisions of clause 15.

13. Insurance

13.1 Adequate insurance shall be effected and maintained by each Council in respect of their individual and collective liability arising from the discharge of the functions referred to in this Agreement and for a period of fifteen years after it ends PROVIDED that

12.1.1 Fareham Borough Council will maintain an Employers Liability policy for such staff as may provide advice, support and assistance to the Partnership throughout the term of this Agreement sufficient to cover all its own posts working with and to support the Partnership

12.1.2 (i) Sufficient Public Liability insurance shall be maintained by each of the Councils relating to the Building Control Functions and
(ii) Each Council shall maintain such insurance as it considers necessary to accord with good risk management practice in respect of financial loss arising from the performance of the Building Control Functions.

13 Limitation of Liability & Indemnities etc.

13.1 Save as otherwise specifically provided for in this Deed, no provision of this Deed shall be construed as making one Council liable for any part of any and all acts or omissions of any other Council and each Council (the "Indemnifying Council") hereby indemnifies the others (the "Indemnified Councils") against all actions proceedings cost claims and demands made against any Indemnified Council arising from any act, omission or other default of the Indemnifying Council and whether arising before or after the date of this Deed.

13.2 During the period of this Deed and for a reasonable period after its termination the Fareham Borough Council shall hold Professional Indemnity insurance to a minimum value of £5 million, the Councils shall each bear the cost of indemnifying the other Councils against any actions proceedings

costs claims or demands made by any third party against the Councils and due to any actual or alleged act or omission (including negligent or deliberate acts or omissions) of the Councils in carrying out the delegated functions.

13.3 All claims or potential claims received by a Council will be notified to the other within two working days.

13.4 Each Council will afford all reasonable assistance to the other Council and its insurers in defending any claim.

14 Complaints

14.1 Complaints relating to the manner in which the Councils undertake the Building Control Functions shall be referred to the Head of Building Control Partnership who will carry out, or arrange the carrying out of, an investigation of such complaint in accordance with the complaints procedure of the relevant Council which may result in the escalation of the complaint through the complaints process of the relevant Council

14.2 A record shall be maintained of all complaints made concerning the activities of the Partnership of the conduct of any matter undertaken by the Partnership, together with details of steps taken to resolve or otherwise deal with the complaint.

15 Disputes & Adjudication

15.1 If any difference or disagreement arises between the parties as to any matter under this Deed it shall be referred to the Officer Group and the Chief Executives of all the Councils who shall, acting in good faith, endeavor to resolve it by negotiation within a period which they consider to be reasonable (but not exceeding 20 Working Days).

15.2 If any dispute which arises out of this Deed cannot be resolved after referral in accordance with clause 15.1, the dispute shall be referred to, and finally resolved by, arbitration under the rules of the Chartered Institute of Arbitrators which rules are deemed to be incorporated by reference under and pursuant to this clause.

15.3 Save for an award relating to the Budget or other financial matters affecting the

carrying out of the Building Control Functions (which the Councils hereby agree to accept without recourse to further action) if any of the Councils remain dissatisfied with the outcome of any dispute determined in accordance with clause 15.2 , it may serve notice to terminate this deed pursuant to clause 11.1.

16 Access to Information

16.1 The Partnership shall keep and maintain adequate and comprehensive records relating to the carrying out of the Building Control Functions.

16.2 In carrying out the requirements of clause 16.1 above the Partnership shall have regard to the policies and procedures of each of the Councils relating to Access to Information, Freedom of Information, Environmental Information Regulations and Data Protection including compliance with the GDPR (as applied in UK domestic law) and Data Protection Act 2018 requirements of the Councils.

16.3 The Partnership and each Council shall provide each other Council all reasonable assistance it may need in order to comply with its statutory duties obligations and responsibilities and other best practice or good practice in relation to Access to information, Freedom of Information, Environmental Information Regulations and Data Protection

17 Miscellaneous provisions

17.1 Any notice to be served under this Agreement on a Council shall be in writing and sent by recorded delivery post or delivered by hand. In the case of service on Fareham Borough Council it shall be addressed to the Chief Executive Officer (or to the officer who is the Council's Head of the Paid Service) at the Civic Offices above, in the case of service on Gosport Borough Council it shall be addressed to the Chief Executive (or to the officer who is the Council's Head of the Paid Service) at the Town Hall above and in the case of Portsmouth City Council on the Chief Executive at the Civic Offices.

17.2 Reference in this deed to any statutory provisions shall include reference to any statutory modifications or re enactment

IN WITNESS WHEREOF the parties hereto have executed this Agreement as a deed by affixing their respective Common Seals the day and year first above written

Schedule 1

**SCOPE OF FAREHAM (FBC) GOSPORT(GBC) AND PORTSMOUTH(PCC)
BUILDING CONTROL SERVICES**

	FBC	GBC	PCC
1.0 Statutory services open to competition			
• Fee earning -Building Regulation application, plan examination and site inspection	√	√	√
• Non-fee earning Disabled exempt Building Regulation applications	√	√	√
2.0 Non fee-earning Statutory services not open to competition			
• Building Regulation enforcement, including all enforcement relating to the services set out below	√	√	√
• Administering Initial Notices	√	√	√
• Dangerous structure services	√	√	√
• Demolitions	√	√	√
• Road naming and numbering (1)	√	√	X
• Applications for relaxing or dispensing with Building Regulations	√	√	√
• Regularisation applications	√	√	√
•			
• Competent Person submissions	√	√	√
3.0 Non fee earning Ancillary Services			
• Land Charge search Building Regulation enquiries	√	√	√
• Licensing consultations/ inspections	√	√	√
• General advice on building matters	√	√	√
• Pre-submission Building Regulations advice	√	√	√
• Access Officer for the disabled	√	√	X
• Energy rating service	√	√	X

• Party Wall Act third Surveyor	√	√	√
• Public sewer enquiry service	√	√	√
• Safety at Sports Grounds • Member of Safety Advisory group	√	√	√
4.0 Service features			
ISO 9000 Quality Assurance registration	√	√	√
• Computerised application system	Ocella	Ocella	Ocella

(1) Gosport Borough Council and Fareham Borough Council charge for the administrative functions associated with Road naming and numbering

Schedule 2 FINANCIAL

PROVISIONS

1. Financial Records

- 1.1. Full audit trail and detailed analysis of all financial transactions will be maintained by each Council and made available to the other Council's upon request. The full financial status of the Building Control Service will be subject to audit as set out in the Memorandum of Understanding.
- 1.2. Gosport Borough Council and Portsmouth City Council will raise a monthly payment and detailed analysis to Fareham Borough Council for the gross income that they have received. On a monthly basis a detailed schedule of expenditure and invoice will be sent to Fareham Borough Council for payment.
- 1.3. Fareham Borough Council will raise a quarterly invoice for non fee-earning work carried out by the Partnership for Gosport Borough Council and Portsmouth City Council.
- 1.4. Fareham Borough Council will produce a trading account at the end of each monthly accounting period, showing the current position including the distribution of non-fee earning expenditure to be shared between the Councils.
- 1.5. Information in respect of income, costs and recharges will be provided within 10 Working Days of each Fareham Borough Council accounting period. The trading account will be provided within 15 Working Days of each Fareham Borough Council accounting period. Draft figures may be used where the accounting periods of the authorities differ.

2. Share of Income and Expenditure

- 2.1. Income arising from Fee Earning work will be allocated in accordance with the administrative boundaries of Fareham Borough Council, Gosport Borough Council and Portsmouth City Council. The analysis of income received will be generated from the Ocella system(s).
- 2.2. Income arising from other fees and charges payable by each Council will be allocated in accordance with the administrative boundaries of Fareham Borough Council, Gosport Borough Council and Portsmouth City Council.
- 2.3. The allocation of costs within the fee earning account will be in the same proportion as the actual income generated within the Fareham Borough Council, Gosport Borough Council and Portsmouth City Council administrative boundaries. The basis will be reviewed if there is any material change in the ratio of fee-earning work.

- 2.4. The apportionment of the non fee-earning expenditure will be based on the fee-earning income percentage over a 3-year rolling period which will be reviewed annually by The Officer Group following consultation with The Panel to determine if the approach is still appropriate.
- 2.5. The Partnership will hold a Downturn Reserve of an initial sum of £150,000 which will be used by The Officer Group following consultation with The Panel to offset loss of income or contribute towards redundancy costs should there be a need as a result of economic conditions. Other measures will be explored before the reserve is called upon.
- 2.6. The basis of contribution from each Council will be by the same formula as used in 2.4 of this schedule.
- 2.7. An annual adjustment of the Downturn Reserve will be determined by The Partnership Finance Officer to account for operational costs and inflation.
- 2.8. The level of the Downturn Reserve will be reviewed, as a minimum every 3-years, by The Officer Group following consultation with The Panel.

3. Estimates

- 3.1. Draft estimates for the Building Control Service compiled by the Head of Building Control Partnership and finance officers of all three Councils are to be presented to the Panel prior to approval by each Council.
- 3.2. It is the responsibility of the Head of Building Control Partnership to ensure that actual expenditure, including support service costs, keeps within the approved estimates, and that income levels are monitored. Any significant variations in either income or expenditure are reported to the Panel. Changes to the Partnership Scheme of charges for Fee Earning activities set out in paragraph 1 of Schedule 1 will be presented to the Panel for review prior to implementation. The level of fees and charges for the next financial year will be compiled by the Head of Building Control Partnership and finance officers of all the Councils and presented to the Panel for consideration as part of the budget setting process.

INCOME

4. External Fees and Charges

- 4.1. Billing for external fees and charges will be through the Fareham Borough Council debtor system, based on information from the Ocella system.
- 4.2. All billing, including the raising of debtors and debt collection issues will be performed by Fareham Borough Council.

Customers will be encouraged to make payments to Fareham Borough Council, although all Councils can accept any Building Control Service income. Gosport Borough Council and Portsmouth City Council will forward the monies and detail of any income received at Gosport Borough Council and Portsmouth City Council as set out in 1.2 above. The reconciliation of all income will be maintained at Fareham Borough Council.

5. Internal Charges made for Fee Earning Work

- 5.1. Where the fees and charges for fee-earning work are to be charged to Fareham Borough Council, an invoice will be raised through the internal billing system.
- 5.2. Where the cost is payable by Gosport Borough Council or Portsmouth City Council, Fareham Borough Council will raise a sundry debtor.
- 5.3. These charges must be made within 15 Working Days of the end of each accounting period in respect of work for Fareham Borough Council and on commencement of the relevant work for Gosport Borough Council or Portsmouth City Council. The information from Gosport Borough Council and Portsmouth City Council must be included in the income analysis sent to Fareham Borough Council.

6. Internal Charges made for Other Services

- 6.1. Work carried out for other services will be charged at cost. The charges will be generated by the formula determined in 2.4 of this schedule
- 6.2. It is anticipated that all three Councils will continue to use the Partnership for non-fee earning work as detailed in Schedule 1. Any material change to the volume of time spent in these services will be reviewed, and any necessary steps taken to ensure that there is no detrimental effect.
- 6.3. Charges to Gosport Borough Council and Portsmouth City Council will be charged to a holding account within Fareham Borough Council which will be cleared by raising an invoice, with payment made each month.
- 6.4. Each Council within the Partnership will continue to be responsible for the cost of

non-fee earning work carried out for or on behalf of its individual Council and should ensure that satisfactory budgetary provision is made to cover the cost of these works. The costs of the non-fee earning work (which is net of income received as referred to in paragraph 2.2 above) will be monitored throughout the year and any potential overspend will be highlighted by the officer representing that Council on the Officer Group. The officer, working with its Council, will arrange to cover the cost of the non-fee earning works from the budget of that Council including any overspend and the other Council's that form the Partnership will take no responsibility or expected to

take any responsibility for the costs of the non-fee earning work including any overspend. In subsequent years the Council in which the overspend has occurred will make arrangements to have sufficient budget in place to ensure that the full extent of non-fee earning works are covered in their budget. FOR THE AVOIDANCE OF DOUBT each Council is responsible for the cost of non-fee earning work undertaken by the Partnership in respect of their administrative area and shall make payment of such costs in accordance with the provisions of this Agreement.

EXPENDITURE

7. Employees

- 7.1. Employees will continue to be paid by their employer. This may be reviewed subject to any future change to the legal status of the Partnership.
- 7.2. The analysis of staff time will be determined in accordance with the formula set out in paragraph 2.4 of this schedule.
- 7.3. The distribution of costs in relation to material costs that have not been anticipated e.g. severance payments will be agreed between the Councils if they arise.

8. Supplies & Services

- 8.1. The supplies and services costs relating to fee earning work will be shared between the Councils as set out in this schedule.
- 8.2. Where possible purchase orders for the Partnership should be raised through Fareham Borough Council.

9. Internal Recharges made to the Partnership

- 9.1. The costs of internal recharges relating to fee earning work will be shared between the Councils as set out in this schedule.
- 9.2. Internal recharges to the Building Control Service from the Councils are based on their respective recharge processes. The detailed analysis will be maintained by the Councils and the actual charges will be monitored. Any significant variations will

need to be justified and approved by the Head of Building Control Partnership and the Panel.

9.3. Any support services provided to the Partnership that are no longer required by the Partnership will reduce their costs on a phased basis, as agreed by the Officer Group to avoid any detrimental effect to the finances of the Council affected.

10. Statement of Accounts

10.1 Fareham Borough Council will produce a year end statement of the Partnership's trading account which will be presented to the Panel.

The Common Seal of FAREHAM
BOROUGH COUNCIL was affixed
to this deed in the presence of:

Authorised Signatory

The Common Seal of GOSPORT
BOROUGH COUNCIL was affixed
to this deed in the presence of:

Authorised Signatory

The COMMON SEAL of
PORTSMOUTH CITY COUNCIL
was hereunto affixed in pursuance of
a resolution of the Council passed at
a meeting duly convened and held: -

Authorised Signatory

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BUILDING CONTROL PARTNERSHIP (BCP) MEMORANDUM OF UNDERSTANDING 2021

APPENDIX B

Executed on xxxxxxxxx 2021

This is the Memorandum of Understanding ('MOU') referred to in the Deed of Delegation dated xxx xxxxxxxxx 2021 between Fareham Borough Council, Gosport Borough Council and Portsmouth City Council ("the Deed") for the joint provision of building control services and is intended be read in conjunction with that Deed.

The Councils recognise that this is a living document and is subject to amendment by agreement between them at any time.

All other Memorandums of Understanding dated prior to the last executed version of this MOU shall be superseded and deemed null and void.

1.0 Objectives for the Partnership

1.1 The Building Control Partnership (BCP) between Fareham Borough Council, Gosport Borough Council and Portsmouth City Council ("the Partnership") shall have the following objectives:

- (a) To provide flexible, effective, and efficient, customer focused services that exceed customer expectation and actively contribute to the achievement of the corporate aims and objectives of the constituent Councils.
- (b) To generate sufficient income to maintain self-financing status for fee earning services
- (c) To develop alternative income streams and focus efficiencies to maintain non-fee earning statutory and ancillary service budgets at 2015 levels or below, without reducing service levels.
- (d) To develop and maintain a flexible workforce plan that ensures staff resources and succession plans are matched to meet workload demands, performance targets, available budget, and customer expectation
- (e) To train and develop the BCP workforce, maximise their potential and to ensure the necessary skills, knowledge and expertise is always available to constituent councils and clients.
To introduce and maintain an appropriate number of training grade surveying posts
- (f) To maintain Quality assurance registration to ISO9001.
- (g) To fully support and actively contribute to the major development and regeneration programs of all constituent authorities
- (h) To ensure that all services are provided in a manner that makes best use of technology and staff resources to improve performance, maximise productivity and build capacity.

BUILDING CONTROL PARTNERSHIP (BCP) MEMORANDUM OF UNDERSTANDING 2021

- 1.2 These objectives will be kept under review and may be amended from time to time by agreement between the parties.
- 1.3 Purpose statement
- (a) To ensure an accessible, safe, sustainable, and healthy environment in and about new, altered, or extended buildings.
 - (b) To ensure building works` meet the standards laid down in The Building Act, The Building Regulations and associated legislation within the required self-financing regime.
 - (c) To use regulatory powers in a fair and consistent manner in accordance with the BCP enforcement Policy to ensure the health and safety of people in and around all types of new and altered buildings.
 - (d) To ensure all Building Control functions are provided in accordance with statutory requirements and the agreed Performance Standards.
 - (e) To ensure community safety through efficient and timely provision of enforcement, demolition, and dangerous structure services.
 - (f) To provide advice and inspection services for the safety certification of sports grounds under the Safety of Sports Ground Act 1975 and supporting Sports Ground Safety Authority guidance
 - (g) To be a standing member of Safety Advisory Groups for all constituent Partnership authorities
 - (h) To ensure Gosport and Fareham Borough Councils fully meet their obligations to ensure all new and existing properties are provided with effective postal addresses.
 - (i) To work with Local groups, businesses, and individuals within Gosport and Fareham to promote good standards of access to services and to ensure that relevant access and disability advice is available.
 - (j) To provide appropriate, coordinated, and defined services to other internal sections of the constituent Councils.

2.0 Performance

- 2.1 All Partnership services and functions to be provided in accordance with the Partnership Charter (see Appendix 1) and the Quality management system registered to ISO 9001 with the British standards Institution.

**BUILDING CONTROL PARTNERSHIP (BCP)
MEMORANDUM OF UNDERSTANDING 2021**

2.2 The Agreed Performance Standards are the following:

	Service	Statutory	Local	Quality assurance
1.	Full Plans applications	Formal decision within 5 weeks or 8 weeks of receipt if agreed by applicant	Examine and contact applicant as soon as reasonably possible with a measure against 15 working days from receipt	
2.	Building notices	None	Acknowledge as soon as reasonably possible with a measure against 15 working days from receipt	
3.	Building Regulation site inspection	24/48 hours' notice to make inspection, depending on type of inspection	Same day visit if notified by 10.30am Completion certificates issued within 5 working days of satisfactory final inspection All live sites visited within 9 months	AM - notification: PM - inspection As local performance standard
5.	Demolition applications	Issue notice within 6 weeks of Submission	Examine and contact applicant as soon as reasonably possible with a measure against 15 working days from receipt	
6.	Approved Inspectors notices	Automatically accepted if not formally rejected within 5 working days	All notices registered and examined within 5 working days of receipt	
7.	Property address service	None	All new properties to be allocated address prior to occupation	Not yet covered by system
8.	Land charge service	Reply within 10 working days of receipt	Reply within 10 working days of receipt	Not yet covered by system
9.	Enforcement of Building control functions	To meet minimum requirements of applicable legislation	In accordance with the BCP enforcement policy and Good Enforcement Concordat	

**BUILDING CONTROL PARTNERSHIP (BCP)
MEMORANDUM OF UNDERSTANDING 2021**

	Service	Statutory	Local	Quality assurance
10.	Competent person notifications		To compile and maintain register of all notifications	
11.	Pre-submission and other advice	None	Written reply within 10 working days of receipt. Technical advice to be available throughout office hours	

3.0 Service performance measurement and reporting

- 3.1 The Partnership will carry out its functions in accordance with the Building control performance standards published by the DCLG and will aim for upper quartile performance measured against the reported results
- 3.2 Business and performance monitoring data/reports will be generated using the Ocella application system and the Management information system and presented to BCP panel meetings

4.0 Operational framework

4.1 Formal decisions

- 4.1.1 Reports requiring a formal decision will be sent to the relevant formal decision-making body using the normal procedures of the respective Councils.

4.2 The BCP Panel

- 4.2.1 All formal decisions requiring Council approval will first be presented in report format to the Panel for consideration and recommendation. Panel meetings are programmed to occur as a minimum twice annually and are formally minuted. The Panel has overview responsibility to receive reports, review, monitor and make recommendations as appropriate to the Constituent Councils/BCP Officer group in respect of the following:

	Responsibilities	Frequency
1.	Strategic direction and priorities	At each meeting
2.	Objectives, policy and annual review	On-going/Annually
3.	Business plan, action/service plan	Annually
4.	Financial position	At each meeting
5.	Business and performance targets	At each meeting
6.	Budget and charge setting	Annually
7.	Risk registers/actions plans	At each meeting
8.	Health and Safety Policy	Annually

BUILDING CONTROL PARTNERSHIP (BCP) MEMORANDUM OF UNDERSTANDING 2021

4.3 The Officer Group

4.3.1 Officer Group meetings are arranged to suit operational management with agreed actions minuted. The Group has responsibility to consider and agree Partnership actions in respect of the following

- (a) Financial report
- (b) Staffing issues
- (c) Workload issues/other service requests
- (d) Operational issues and risk management
- (e) PCC/GBC/FBC corporate tasks/issues
- (f) E-government initiatives and progress/business transformation board
- (g) Partnering/new work areas
- (h) Audit recommendations
- (i) Health and Safety issues
- (j) Any other business

4.4 Office management

4.4.1 Monthly programmed office meetings involving all Partnership staff will be used to cascade necessary information up and down the management framework. The frequency of this meeting may be adjusted to suit operational requirements.

5.0 Employment and Staff Resources

5.1 The Partnership will maintain an administrative and reception function at its main office located at The Depot, Broadcut, Fareham, or such other site as agreed in writing by the Officer Group. Agreed hot desk working facilities will be provided at each constituent council main office.

5.2 Fareham Borough Council will maintain and keep filled the established posts required to deliver the Partnership unless otherwise agreed.

5.3 Each employee is bound by the terms of their own contract of employment and the employment policies of their employer, subject to clause 6.1 of the Agreement

5.4 New staff will be recruited using the recruitment policies and procedures applicable to Fareham Borough Council or as otherwise agreed in writing by the Councils.

5.5 The Partnership has its own Health and Safety Policy linked to the Fareham Borough Council corporate Health and Safety Policy.

5.6 The Head of Building Control Partnership will use the Performance Development Review (PDR) system operated by Fareham Borough Council for the Partnership.

**BUILDING CONTROL PARTNERSHIP (BCP)
MEMORANDUM OF UNDERSTANDING 2021**

- 5.7 An agreed training plan for all Partnership staff will be developed from the output of the PDR system and administered in accordance with the procedures documented in the BCP quality system.
- 5.8 The Out of Hour's Dangerous Structure service will be based on the Gosport Borough out of hours system using stand-by contractors as required for emergency action.
- 5.9 Statistical information in respect of personnel matters will be generated as applicable from the Fareham Borough Council personnel systems.

6.0 Financial

- 6.1 The Partnership will adhere to the Financial Regulations of Fareham Borough Council.
- 6.2 The spending authorisation limits for the Head of Building Control Partnership and other officers of the Partnership exercising managerial responsibilities shall be those approved by Fareham Borough Council.
- 6.3 Authorisation for sums above the limits of the Head of Building Control Partnership shall be by the Fareham Representative and then by the other agreed signatories within Fareham Council (see table below). Any sums above this authorisation will be authorised by the statutory officer of Fareham Borough Council or referred to the Panel.

Designation	Authorisation of Orders and Invoices	GPC cards	Authorisation of subsistence, travelling, overtime payments etc.
Director	No limit	£5000	Any claim from a post holder who reports to them
Head of Building Control	£100000	£2000	
Area Team Manager	£10000	£1000	

- 6.4 The Partnership will adhere to the Contract Standing Orders of Fareham Borough Council

7.0 ICT Services

- 7.1 All Partnership staff must comply with all security policies applicable to the system being used.

**BUILDING CONTROL PARTNERSHIP (BCP)
MEMORANDUM OF UNDERSTANDING 2021**

7.2 ICT services will be provided to the Partnership in accordance with costed service and support agreements with individual constituent authorities.

8.0 Risk Management and Assurance

8.1 Risk management and assurance for the Partnership will be in accordance with the agreed protocol (see appendix 2)

9.0 Non-statutory Building Regulation Fee Earning Work

9.1 Legal responsibility for this type of work, including maintaining appropriate insurance cover, will rest with Fareham Borough Council. In the event of the Partnership being terminated, any work currently being undertaken will be completed by Fareham Borough Council. Responsibility for new work after termination will be determined by the client in conjunction with the constituent authorities.

9.2 All cost incurred in the provision of this type of work and all income generated will be apportioned under the provisions of Schedules 2 of the Deed of Delegation.

PARTNERSHIP CHARTER

The Building Control Partnership has been formed by Fareham Borough Council, Gosport Borough Council and Portsmouth City Council with the aim of providing customers with services that are efficient, friendly and represent good value for money. We operate under a quality management system registered under ISO9001 and externally audited by the BSI.

We will continue to ask our customers what level of service they want from us. This Charter contains details of our services and the standards we will guarantee to customers.

Our Staff

When customers talk to us, they will find our staff friendly, courteous, and at all times ready to offer common sense, down-to-earth practical advice when dealing with building projects.

We are highly qualified, impartial, and publicly accountable so customers can rely on the information we give them. We also enjoy a close liaison with all other Local service providers, so if we can't help, we often know someone who can.

The Services we provide

The main services include:

- Building Regulations: - Plan examination and Site Inspection
 - Dangerous Structures
 - Demolitions
 - Road Naming and Postal Numbering*
 - Access Officer for the Disabled*
- *not in Portsmouth

The Building Control Partnership is committed to achieving the following levels of service which greatly exceed those normally expected or required by legislation.

CUSTOMER CARE

- All letters of enquiry will be answered within 5 working days of receipt.
- Staff will always wear name badges when in the office.
- A professional Surveyor will always be available during the working day, either in person or over the telephone, to provide general information and advice.
- We will respond to any complaints within 10 working days.
- All our letters and documents will be in plain language.
- All telephone calls received within Building Control during BCP office hours (08.45-17.15) will be answered promptly, normally within 6 rings.

- We will always be pleased to arrange timed appointments at your convenience.

BUILDING REGULATION SERVICES

- All Full Plans applications will be examined within 15 working days. Every application will be acknowledged within 5 working days and the Surveyor dealing with your application identified.
- All Building Notice applications will be acknowledged together with, if necessary, a request for additional information within 15 working days.
- Pre-submission consultancy will always be available.
- Site inspection visits requested up to 10.30 a.m. will be carried out the same day. PM requests are booked for a visit a.m. or as required the next day.
- Surveyors will always be contactable through the Building Control Office during the normal working day.
- In the case of an unforeseen problem, we will aim to have a surveyor visit within 1 hour.
- An out of hour's service will always be available by arrangement.
- A completion certificate will be issued within a maximum of 5 working days of the project being satisfactorily completed.

DANGEROUS STRUCTURES

- All sites reported and assessed as dangerous will be inspected on the same day as the notification is received.
- All immediately dangerous structures will be either made safe or adequately fenced-off without delay.

DEMOLITIONS

- All statutory notices will be processed within a maximum of six weeks.
- A Notice will always be issued to the applicant listing all necessary conditions.
- Site inspection and monitoring will be carried out when notification is received.

STREET NAMING AND POSTAL NUMBERING (within Fareham and Gosport)

- 90% of all properties will be issued with postal addresses prior to occupation.
- The remaining 10% will be issued within 3 months of occupation.

All the above standards are the minimum you should expect from us. Our aim is to exceed these wherever possible.

VALUE FOR MONEY

Our services are continually assessed to ensure they offer the highest levels of quality and efficiency.

Building Regulation charges are set at a level to cover expenditure.

RAISING THE STANDARDS

It is our intention to ensure our customers are always fully satisfied with the services we provide.

It is only by listening to our customers, that improvements can be made. We positively encourage contact from any customer who is not totally satisfied with the service we have provided or can offer suggestions as to possible improvements.

The Building Control Partnership has a comprehensive complaints procedure in place. If a customer has a complaint, we will investigate the matter immediately and make an initial response within 10 working days.

All constituent authorities also operate a Council wide complaints procedure. Information outlining these procedures is available from Gosport Town Hall, Fareham Civic Offices or Portsmouth Civic offices (or via each Council's website).

Finally, customers are able contact their local Councillor or the Local Ombudsman to further investigate any complaint if they are not satisfied with our response.

We are continually trying to raise standards where possible and any comments will always be treated very seriously and acted upon where possible.

**Building Control Partnership Key Assurance Processes for the 3 Councils
As at September 2020**

Governance Requirement	Which Authority's Process to be Used	Outline of the Process
Risk Management	Fareham BC	<p><u>FBC System as at September 2020</u></p> <p>The Head of Service attends a 2-hour mandatory Risk Management Interview every year. During this interview examples and evidence is being sought to demonstrate effective risk management in the service. Any risks which had been highlighted where actions were still needed in the previous interview were also followed up.</p> <p>The interviewers take notes during the interview and after the interview, they list the risks and opportunities that were discussed. They also chose 2-4 risks which are then written up fully in that the risk is defined and the actions completed or in progress are listed. The risks are then classified as:</p> <ul style="list-style-type: none"> • Examples of new actions taken anticipating risks or opportunities • Examples of actions taken reacting to risks or incidents • Risks noted where further actions are still needed <p>The full write ups (and the risk list) then feed into the next 6 monthly risk management assurance report which is presented to the Senior Management Team and the Audit and Governance Committee.</p> <p>The Risk management interview write up will also be shared with the Chief Internal Auditors at Gosport BC and Portsmouth BC for expansion to fit the local schemes where necessary.</p>
Internal Audit Assurance	Portsmouth CC	<p>Service classified as High Risk in the Audit Universes. It will therefore be audited at a minimum every 5 years. Next audit is scheduled for 2021/22.</p> <p>If any high-risk action is identified as a result of the audit, then a further audit will automatically be undertaken in the following year.</p> <p>Audit to include formal sign off of previous actions arising, testing of fraud risks and testing of the accuracy of Performance measure reported to the Panel.</p> <p>The other Chief Internal Auditors to be consulted as to the scope of the audit before it commences.</p> <p>The other Chief Internal Auditors to be provided with a copy of the final report.</p>

Governance Requirement	Which Authority's Process to be Used	Outline of the Process
		Results of audit to be reported to the Partnership Panel.
Recommendation Implementation Monitoring	Fareham BC	<p>Actions arising from the audit will be fed into the FBC Action Management system and an updated status obtained from the Building Control Manager each year.</p> <p>The other Chief Internal Auditors to be provided with the annual statistics on the level of recommendations implemented and outstanding.</p> <p>Formal audit follow-up of agreed actions and sign off will be to be undertaken as part of the planned audit work (by Portsmouth CC).</p>
Counter Fraud and Bribery Assurance	Portsmouth CC	<p>Fraud risks are maintained on the Portsmouth CC Fraud Risk Register. This also now recognises bribery risks for this service</p> <p>Periodic fraud assurance updates are carried out – and are covered in the planned Internal audit pre-audit research and testing.</p>
Performance Management	Portsmouth CC	<p>The service maintains Quality Assurance accreditation which is independently assessed each year by BSI and subject to bi-annual quality audits (last inspection October 2020).</p> <p>Performance Targets are set out in the partnership Memorandum of Understanding and Customer Charter. Performance against performance indicators are reported to the Building Control Partnership Panel.</p> <p>The accuracy of the measures will be covered in internal audit assurance work.</p> <p>Service plan requirements to follow the process at Portsmouth CC, which is currently as part of the Planning and Economic Growth portfolio. This will be adapted to meet the needs of the Gosport BC process.</p>
Partnership Governance Assurance	Gosport BC	Lead officer annual summary of the governance and effectiveness of the partnership submitted to the collating service, for partnership presentation to Senior Management Team and Audit Committee. Gosport BC to implement a new process to achieve this assurance and provide the assurances to the nominated officers at the other 2 councils.
Service Assurance Statements Policy compliance survey	None	No longer required by any of the 3 authorities

Signed on Behalf of Fareham Borough Council

Authorised Signatory

Date:

Signed on Behalf of Gosport Borough Council

Authorised Signatory

Date:

Signed on Behalf of Portsmouth City Council

Authorised Signatory

Date:

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