

-
- 15.7 By a date to be determined by the Audit and Assurance Board in each Financial Year and by reference to the three yearly long term budget setting described in clause 15.6 and the outline budget referred to in clause 15.3.1, the Audit and Assurance Board shall set the budget for the following Financial Year which shall be shared between the Parties in proportion to the Funding Parties FSS Shares and shall become the Funding Parties Contribution for that Financial Year.
- 15.8 The Parties agree that the Audit and Assurance Board shall, in each Financial Year, instruct the Host Force to review and audit the accounts of the NPCC and carry out financial probity checks in relation to the accounts and finances of the NPCC.
- 15.9 As soon as reasonably practicable following the end of each Financial Year, the Parties shall procure that the Audit and Assurance Board issues a statement to the Funding Parties setting out how the budget has been spent in that previous Financial Year including details of any surplus which has not been spent in that previous Financial Year.
- 15.10 In relation to the payment for the Support Services to the Host Force, the Parties agree that there shall be no set off against the Host Force's Funding Parties Contribution but that a separate internal transfer shall be made from the account set up for the NPCC into the relevant account of the Host Force on the dates set out in the Service Level Agreement and for the amounts set out in the Service Level Agreement.

16. AMENDMENTS TO FUNDING

- 16.1 If at any time the Chair considers that the budget for a Financial Year shall be exceeded, the Chair shall notify the Chief Constables Council of:
- 16.1.1 the budget that will be exceeded and by how much the budget will be exceeded; and
- 16.1.2 the reasons why the budget has been exceeded including the steps that are being taken to minimise any such excess.
- 16.2 In exceptional circumstances only, the Chief Constables Council shall be entitled to agree to the budget being exceeded and shall agree how that excess budget shall be funded as between the Funding Parties. The Parties shall procure that the Chair shall notify the Audit and Assurance Board of the approved excess as soon as reasonably practicable following the approval by the Chief Constables Council.
- 16.3 Notwithstanding the provisions of clauses 16.1 and 16.2, if the Host Force incurs any additional costs including in respect of:

-
- 16.3.1 salary, pensions or other costs associated with the employment or engagement or the termination of any employment or engagement of NPCC Staff, the Chair and other Police Officers or civilian personnel;
 - 16.3.2 rent or other charges arising under any lease;
 - 16.3.3 charges payable under or in respect of any contract for the supply of goods and services or insurance policy,

which are in excess of the amounts included to calculate the budgetary arrangements and the agreed Funding Parties Contributions referred to in clause 15, then provided that the Host Force has acted in good faith in relation to the setting of the initial budget and in incurring any overspend on that budget and is able to demonstrate those additional costs, the Funding Parties shall re-imburse the Host Force for such additional costs which exceed the budget set for that Financial Year in direct proportion to each Funding Party's FSS Share which shall be paid for in accordance with clause 15.4.2.

17. EMPLOYEES AND POLICE OFFICERS

- 17.1 The Host Force confirms that all employees currently employed by ACPO and who will transfer to the Host Force on the Transfer Date will be made available exclusively to perform services in order to assist the NPCC to deliver its functions as NPCC Staff.
- 17.2 Direction and Control shall be dealt with in accordance with clause 9.
- 17.3 The Host Force will assist in the administration of the recruitment and selection of posts within the NPCC in accordance with clause 14, the Host Force's own processes and procedures, and if participating in the recruitment and selection of posts will do so in accordance with the requirements of the NPCC.
- 17.4 Subject to clause 14, all Host Force employees (including NPCC Staff) required to perform services in order to assist the NPCC to deliver its functions will be subject to all policies and procedures of the Host Force including in relation to matters of discipline and grievance.
- 17.5 The Parties agree that they must all co-operate to ensure the smooth running of NPCC and minimise any employment law liabilities relating to the employment of the staff required to perform services in order to assist the NPCC to deliver its functions.
- 17.6 From time to time, it is recognised by the Parties that it will be necessary to second staff and officers from any of the Parties to assist in the carrying out of the

functions of NPCC. The Parties agree to second such employees for such purposes as required to undertake and exercise the duties and functions required by the NPCC.

- 17.7 During a secondment period or attachment period, any employee on secondment will be subject to the day to day management and control of the Chair of the NPCC and will perform all duties assigned to the employee by the Chair of the NPCC including such duties which are not within the scope of the employee's normal duties but which it is agreed the employee is capable of undertaking. Further, the employee on secondment will devote all due time, attention and skill to diligently performing such duties as may be required by the Chair of the NPCC.
- 17.8 Throughout any secondment period, the employee on secondment will continue to be employed by the same employer and will not become an employee of the Host Force. The employee on secondment will be subject to the secondment terms and conditions which are agreed between the Host Force and the relevant Police Force.
- 17.9 Any Liabilities that the Host Force incurs due to it carrying out its obligations in this clause 17 shall be dealt with in accordance with clause 21.

18. TRANSFER OF STAFF

- 18.1 The Parties, in order to safeguard the employment of ACPO employees wherever possible, agree that they will proceed on the basis that a TUPE transfer shall occur in relation to those staff that are employed by ACPO immediately before the transfer and who are required to perform services in order to assist the NPCC to deliver its functions. Those staff shall have their employment transferred from ACPO to the Commissioner of Police of the Metropolis on the Transfer Date in accordance with the provisions of TUPE.
- 18.2 Any liabilities in relation to TUPE shall be shared between the Funding Parties in proportion to each Funding Party's FSS Share and the Host Force shall have no further liability other than as included in their FSS Share. On an individual basis, the Host Force and the Parties will consider whether any ACPO staff fall outside of the scope of TUPE and / or should have their posts considered as being redundant.
- 18.3 The Parties acknowledge that ACPO has set aside a redundancy fund to deal with any redundancy payments which might arise from the transfer of staff from ACPO to NPCC. ACPO shall be responsible for paying any such redundancy payments and for meeting all redundancy liabilities and to the extent that any of the redundancy fund is not required, such surplus funds shall form part of the residue of ACPO which shall be applied as further set out in clause 13.2.

18.4 All employees currently employed by ACPO who transfer to the Commissioner of Police of the Metropolis after the Transfer Date will have an entitlement to continue their employment with the Commissioner of Police of the Metropolis on their current ACPO terms and conditions of employment. However, all employees will be offered, on an entirely voluntary basis, the opportunity to sign up to Host Force terms and conditions of employment.

18.5 All employees currently employed by ACPO who transfer to the Commissioner of Police of the Metropolis are current active members of (or are eligible to join) the Principal Civil Service Pension Scheme and, following the TUPE transfer, it is intended that these employees' membership of the Principal Civil Service Pension Scheme shall continue.

18.6 Any Liabilities that arise in relation to this clause 18 shall be dealt with in accordance with clause 21.

19. DISPUTE RESOLUTION

19.1 Subject to clause 19.2, if a dispute arises, the provisions of Schedule 3 of this Agreement shall apply.

19.2 If a dispute arises in relation to the delivery of the Support Services, the dispute procedure set out in the Service Level Agreement shall apply.

20. LIABILITIES IN RESPECT OF LEGACY ISSUES

20.1 If any Liabilities arise in relation to the previous activities carried out by ACPO, such Liabilities shall (unless the Parties agree a different apportionment on Liabilities depending on the circumstances or unless the insurance taken out for the benefit of ACPO covers and makes payment in relation to such Liabilities) be shared between the Parties in proportion to each Funding Party's FSS Share.

20.2 The costs of claims in relation to any activities previously carried out by ACPO shall be shared between the Parties to the Agreement in relation to that Funding Party's FSS Share.

20.3 Subject to clause 20.5, any claims made in connection with ACPO shall be handled by the Host Force. The Host Force shall consult with the other Parties through the Governance Schedule on the way in which any claim should be handled.

20.4 The Audit and Assurance Board and the Chief Constables Council shall provide the Host Force with such support, co-operation and assistance as the Host Force requires in connection with claims arising from the activities previously carried out by ACPO.

-
- 20.5 The Parties to this Agreement shall notify the Host Force if they receive any claims in connection with ACPO and provide all reasonable information and assistance that the Host Force may require provided that if it is more appropriate in the circumstances for another Police Force to deal with the claim, the Host Force shall forward this onto the appropriate Police Force to handle and dispose of the relevant claim.

21. LIABILITIES IN RELATION TO THE RUNNING OF THE NPCC

Agreed share of Liabilities in relation to transitional issues

- 21.1 If any Liabilities arise in relation to the transition from ACPO to the NPCC, such Liabilities shall (unless the Parties agree a different apportionment on Liabilities depending on the circumstances) be shared between the Funding Parties in proportion to each Party's FSS Share.

Agreed share of Liabilities in relation to the running of the NPCC

- 21.2 Subject to the remaining provisions of this clause 21, the Parties agree that if a Liability arises in relation to the NPCC (which shall include any Liabilities of the Host Force arising out of the hosting and Support Services arrangements contemplated by this Agreement), such Liability shall be shared between the Funding Parties in proportion to that Funding Party's FSS Share. As the Host Force is providing the hosting services on a non profit making basis and for the mutual benefit of the Parties and in order to assist in the functions of the NPCC being performed, the Parties agree that the Host Force shall not be solely liable for the activities of the NPCC or the hosting arrangement and that, save as set out in clauses 21.4.2 and 21.4.3, all Liabilities arising in relation to the NPCC shall be shared between the Parties as set out in clause 21.
- 21.3 This clause 21 is not intended to deal with the costs associated with the operational running of the NPCC or the Support Services costs and such costs (including any increases in costs) shall be dealt with pursuant to clause 15 and clause 16.
- 21.4 The Liability of the Host Force shall be as follows:
- 21.4.1 Provided that the Host Force has acted in good faith or in accordance with the reasonable and lawful instructions and decisions made by the Chief Constables Council and the Audit and Assurance Board (as applicable), the Host Force shall have no further Liabilities to the Parties other than its FSS Share. For the avoidance of doubt, this shall include where a Liability has arisen out of the Host Force acting negligently, in breach of any contract that has been entered into for the purposes of the NPCC

(including this Agreement), in breach of Legislation or in breach of a statutory duty;

21.4.2 The Host Force shall be solely responsible for a Liability where the Audit and Assurance Board is able to prove that such Liability has arisen as a result of the Host Force not acting in accordance with good faith or not acting upon or in compliance with the reasonable and lawful instructions or decisions of either the Chief Constables Council or the Audit and Assurance Board (as applicable);

21.4.3 Where a Liability arises in respect of which the Host Force has a direct contractual claim or any other claim against a third party (eg: in relation to the maintenance of facilities), the Host Force shall use reasonable endeavours to pursue such claim against a third party.

Processing and Handling of Claims

21.5 Unless it is agreed in the circumstances that it is more appropriate for another Party to handle the relevant claim, any claims made in connection with the NPCC or the functions to be carried out by the NPCC (including the hosting arrangements carried out by the Host Force) shall be handled by the Host Force. The Host Force shall consult with the other Parties through the Governance Schedule on the way in which any claim should be handled.

21.6 The Parties to this Agreement are obliged to notify the Host Force if they receive any claims under the Agreement or in connection with the NPCC and provide all reasonable support, co-operation, information and assistance that the Host Force or any other force taking over the claim may require in order to allow that relevant Police Force to respond to handle the claim, dispose or deal with the claim in a timely manner.

21.7 The Parties shall procure that the Chair shall provide the Host Force with such support, co-operation and assistance as the Host Force requires in connection with claims under the Agreement.

21.8 The costs of claims in relation to this Agreement shall be shared between the Funding Parties to the Agreement in relation in proportion to that Funding Party's FSS Share.

Liabilities following termination

21.9 Clause 25.7 shall apply in relation to any Liabilities arising following the date on which this Agreement is terminated.

21.10 This clause 21 shall survive the termination of this Agreement.

22. HEALTH AND SAFETY

22.1 In relation to the NPCC Staff, the Host Force will have primary responsibility for ensuring compliance with all Health and Safety requirements of the NPCC including undertaking Health and Safety audits and assessments and compliance with all record keeping responsibilities. The governance arrangements will require regular Health and Safety reports, approve Health and Safety policies and give guidance in respect of claims received or improvements to practices. Any Liabilities that arise in relation to this clause 22.1 shall be dealt with in accordance with clause 21.

22.2 The Audit and Assurance Board shall have the responsibility for the Health and Safety of the Chair as more particularly set out in the Chair's terms and conditions of employment but this clause shall not derogate from the Commissioner of Police of the Metropolis having ultimate accountability for this.

22.3 The Parties shall procure that the NPCC Staff and the Chair shall comply with all Health and Safety Legislation and relevant MOPAC policies and shall notify and assist the Host Force in relation to any Health and Safety issues.

22.4 Any Liabilities that the Host Force incurs due to it carrying out its obligations in this clause 22 shall be dealt with in accordance with clause 21.

23. INDEMNITY

23.1 Subject to clause 23.2, where a Party has not acted in good faith (the "Defaulting Party") that Defaulting Party shall indemnify the other Parties against all losses, claims, damages, expenses, costs and charges, demands or proceedings incurred by the other Parties as a result of the Defaulting Party failing to act in good faith.

23.2 Clause 23.1 shall not apply to the Metropolitan Police Service where it is acting in its role as the Host Force and in these circumstances the provisions of clause 21.4 shall apply.

24. INSURANCE

24.1 The Host Force shall take out and maintain insurance for the benefit of the NPCC with insurers of good standing and good repute which shall include the following persons within the insurance programme:

24.1.1 Any employees or officers who are employed by the Commissioner of Police of the Metropolis to carry out the functions of the NPCC;

24.1.2 The Chair; and

24.1.3 Any employees or officers who are representatives on the Audit and Assurance Board and the Chief Constables Council who are employed by the Commissioner of Police of the Metropolis or who are under the Direction and Control of the Host Force,

which shall include as a minimum insurance required by the Employers Liability Act and the Road Traffic Act and such insurance as it deems appropriate at the time. Any Liabilities that arise in relation to this clause 24.1, including any relevant insurance premiums and/or uninsured excesses, shall be dealt with in accordance with clause 21.

24.2 The Host Force may change the levels of excess, limits of cover and terms of the insurances taken out pursuant to clause 24.1 from time to time. The Host Force shall provide evidence of insurance and details of the levels of excess, limits of cover and terms of the insurances to the Audit and Assurance Board within a reasonable period of a request being received

24.3 Each Funding Party shall be required to take out and maintain its own insurance with insurers of good standard and good repute in relation to any employees or officers who will carry out any of the functions of the NPCC (including the governance structure) who are under the Direction and Control of that Funding Party or its corresponding Chief Officer. This should include, as appropriate, the taking out of insurance in relation to Employers Liability, Public Liability and Motor Liability and such other insurances as are agreed to be taken out by the Audit and Assurance Board at the relevant time.

25. TERMINATION OF THE AGREEMENT

25.1 The Agreement shall be terminated if more than seventy-five per cent (75%) of the Chief Officers who are a Party to this Agreement and also at least fifty per cent (50%) of the Parties to this Agreement at the relevant time agree that this Agreement should be terminated but the Agreement shall not be terminated without the prior written consent of the Secretary of State.

25.2 Subject to clause 25.3, any Party shall be entitled to withdraw from this Agreement at any point by giving at least 12 months' written notice to the Audit and Assurance Board (which shall be copied to the other Parties) of its intention to terminate, such notice to include details of the reason why the relevant Party wishes to exit from the terms of this Agreement, how they will continue to ensure that there is effective policing within the relevant Police Force and how they will comply with the Strategic Policing Requirement. Subject to the prior written consent of the Secretary of State, that Party shall cease to be a Party to this Agreement on the date agreed between that relevant Party and the Audit and Assurance Board.

-
- 25.3 For the purposes of clause 25.2, both the Chief Officer and the Police and Crime Commissioner for a Police Force must withdraw from the Agreement at the same time otherwise their notice will not be deemed to be effective.
- 25.4 If a Party withdraws from the Agreement pursuant to clause 25.2:
- 25.4.1 such Party shall continue to be responsible for any liabilities arising after the date on which they exit the Agreement and which have arisen due to events occurring during the time that they were a party to this Agreement pursuant to clause 20 and 23;
 - 25.4.2 such Party shall not be liable for any liabilities that arise after the date on which that Party exits the Agreement and which are due to events arising after the date on which that Party exits the Agreement; and
 - 25.4.3 the remaining Parties to this Agreement shall agree any required amendments to the funding of this Agreement and the FSS Share pursuant to Schedule 2.
- 25.5 Within three months following the Termination Date, the Funding Parties shall prepare financial accounts which shall include such details as the Audit and Assurance Board determine shall be set out at the relevant time.
- 25.6 Upon the termination of this Agreement, the Audit and Assurance Board shall agree the process for dealing with any Assets and contracts and an appropriate exit strategy but with the intention that:
- 25.6.1 Assets shall be returned to the Funding Parties in direct proportion to the FSS Share and in such circumstances the Audit and Assurance Board shall agree how any Assets shall be valued, sold or redistributed for the purposes of determining the FSS Share and how the Assets should be returned to the Funding Parties;
 - 25.6.2 The Host Force shall terminate any contracts that are entered into solely for the functions of the NPCC and remove from other NPCC Contracts which have been entered into for the benefit of NPCC and MOPAC those volumes that relate to NPCC activity;
 - 25.6.3 Any staff employed by the Commissioner of Police of the Metropolis exclusively to perform services in order to assist the NPCC to deliver its functions (but excluding staff who had been engaged in performing the Support Services) shall either be made redundant or shall transfer into a new body;

25.6.4 The Chair's role within the NPCC will terminate and the Chair's appointment as an Assistant Commissioner within the Host Force shall cease.

25.7 On termination of this Agreement, each Funding Party shall continue to pay to the Host Force, on request from the Host Force that Funding Party's FSS Share of the cost of covering all ongoing Liabilities (including redundancy costs) incurred by the Host Force as a result of termination of this Agreement in the manner set out in clause 21 (Liabilities in respect of Services provided under the Agreement) and clause 23 (Indemnity) and this clause shall survive the termination of this Agreement. The provisions of clause 21 shall continue to apply in relation to any Liabilities that occur following the date of termination of this Agreement in relation to the activities of the NPCC.

26. **NOVATION AND ADDITIONAL PARTIES**

26.1 The Parties shall not be entitled to assign the benefit of this Agreement or any part of it (together with the burden) to any other body unless the assignment takes effect by operation of law.

26.2 This Agreement will be binding on and will enure to the benefit of the Parties and their respective successors and any successors shall be responsible for the decisions of the previous bodies as though such decisions had been made by a successor body.

26.3 The Host Force shall be entitled to sub-contract the provision of the Support Services to another person.

26.4 If it is agreed by the Audit and Assurance Board following the date of this Agreement that there are any other entities or other national policing units who should become a party to this Agreement (either in addition to or in substitution for the original parties to this Agreement) the Parties shall amend the provisions of this Agreement in order to allow such other parties to enter into the terms of this Agreement. No such parties shall be allowed to enter into this terms of this Agreement without the prior written consent of the Secretary of State. The Parties shall seek to agree whether any amendments are required to the FSS Share as a result of any additional parties joining the Agreement but shall seek to minimise any other amendments that are required to the terms of this Agreement.

27. **CONFIDENTIALITY**

27.1 Subject to **clause 27.3**, the Parties to this Agreement shall share information between themselves and act in the interests of transparency in order to allow NPCC to perform its functions and operate effectively.

27.2 The Chief Constables Council shall seek to agree whether there are any matters which are commercially sensitive or may not be disclosed for legal reasons. If any matters are agreed to be commercially sensitive, the Parties to this Agreement shall keep such matters confidential and shall use all reasonable endeavours to prevent their officers and agents from making any disclosure of confidential or sensitive information or information which may not be disclosed for legal reasons. It is agreed that it may not be possible to share information with the Parties on details of award of NPCC Contracts (where these have been entered into for the mutual benefit of NPCC and MOPAC) until after the date on which such NPCC Contracts are awarded.

27.3 **Clause 27.2** shall not apply to:

27.3.1 any disclosure of information that is reasonably required by any persons engaged in the performance of their obligations under this Agreement;

27.3.2 any disclosure required by operation of law, including the Data Protection Act and Freedom of Information Act and Section 23E of the Police Act 1996.

27.3.3 any matter which a Party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this clause;

27.3.4 any disclosure to enable a determination to be made under **clause 19**(Dispute Resolution);

27.3.5 any disclosure required by law, any Parliamentary obligation or the rules of the Stock Exchange or Governmental or Regulatory Police Body having the force of law;

27.3.6 any disclosure of information which is already lawfully in the possession of the receiving Party prior to its disclosure by the disclosing Party;

27.3.7 any disclosure by a Party to a department, office or agency of the Government;

27.3.8 any disclosure for the purposes of the examination and certification of any Party's accounts.

28. DATA PROTECTION ACT, FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL INFORMATION REGULATIONS

28.1 The Chair and the Host Force shall agree a process as to how the NPCC shall comply with its obligations in relation to:

28.1.1 the Data Protection Act 1998 (including who shall be the Data Controller and the Data Processor as defined in that Act); and

28.1.2 the Freedom of Information Act

including how this shall operate in practice when the NPCC is not a legal entity.

28.2 Any Liabilities incurred in relation to this clause 28 shall be dealt with in accordance with clause 21.

29. RECORDS

29.1 Each Party shall keep adequate and comprehensive records and accounts to:

29.1.1 enable it to perform its obligations under this Agreement;

29.1.2 allow the Host Force to perform its obligations under this Agreement; and

29.1.3 meet its statutory obligations and to comply with any requests from third parties.

29.2 Such records shall be freely available to the other Parties to this Agreement, the Chair, the Chief Constables Council and the Audit and Assurance Board. On the termination or expiry of this Agreement, the Party retaining any record shall provide, for a reasonable period, free access (in accordance with Management of Police Information Guidance) to the other Parties to such records in so far as they relate to the period of this Agreement.

30. PUBLICITY

The NPCC shall have use of an independent communications director who shall be employed by the Commissioner of Police of the Metropolis and shall be responsible for all publicity, media and communications in relation to NPCC and shall comply with the requirements for publicity, media and communications as specified by the Chair. The Parties shall procure that the Chair shall put appropriate arrangements in place for media coverage and shall ensure that the views of the NPCC are shown as separate and are independent from the views of any other Police Force.

31. **INTELLECTUAL PROPERTY**

- 31.1 If any Intellectual Property is developed by the NPCC during the continuance of this Agreement, the Chief Constables Council shall agree the appropriate Party or Parties who shall own such Intellectual Property at the time but with the intention that such Intellectual Property shall be owned jointly and severally between the Parties. If any Intellectual Property is developed pursuant to this clause, the Chief Constables Council shall also agree how that Intellectual Property can be used by the Parties to this Agreement.

32. **AUDIT AND INSPECTION**

- 32.1 The Parties agree that the Audit and Assurance Board shall make arrangements with the Host Force for all statutory audits or inspections of the NPCC as required by internal audit teams, district auditors and other external auditors (including HMIC).
- 32.2 To ensure that the functions of the NPCC are provided in accordance with this Agreement, the Audit and Assurance Board will be entitled to carry out an internal audit of NPCC at any time and make recommendation to the Chair and the Chief Constables Council as to improvements to be made to the performance of the NPCC which the Parties shall use all reasonable endeavours to implement.
- 32.3 The Chair shall share all findings with the Parties as soon as reasonably practicable and shall ensure that the results of such audit or inspection are discussed with the Chair as appropriate.
- 32.4 **Clauses 32.1 and 32.2** are without prejudice to the operational independence of the Chief Officers and the Chair and having regard to legal requirements in respect of the disclosure and security of information, including overriding duties of legal privilege confidence and confidentiality.
- 32.5 The Host Force and the other Parties to this Agreement will provide such information as is reasonably required, in accordance with standard audit practice, to demonstrate that the NPCC is performing in accordance with the standards set out pursuant to the terms of this Agreement.

33. **COMPLAINT**

- 33.1 If any complaint or enquiry relating to the NPCC is made to any Party to this Agreement (formally, informally, to the auditor, the Audit and Assurance Board or the ombudsman service) this shall be referred to the Performance Sub-Committee and the Parties shall cooperate fully in dealing with such complaints and shall

cooperate in responding to any enquiries made by an external regulatory body including the Local Government Ombudsman or the external auditor.

33.2 If any complaint is made in relation to the Chair, this shall be referred to the Commissioner of Police of the Metropolis and the Commissioner of Police of the Metropolis shall deal with such complaint in accordance with clause 9.5.2.

33.3 Any complaint that gives rise to a conduct matter or grievance proceedings shall be dealt with in accordance with **clause 9.5.2** or clause **17** (as appropriate).

34. VAT

34.1 The Parties consider that the hosting arrangements provided under this Agreement are shared administrative arrangements rather than services and as such it is not anticipated that such hosting arrangements are subject to VAT.

34.2 Where, under the terms of this Agreement, a supply is made that is subject to VAT, the person receiving the supply is to pay the VAT to the person making the supply and a valid VAT invoice is to be issued by the person making the supply.

34.3 The Parties agree that where any Party is uncertain of the VAT treatment of any supply made under the terms of this Agreement, that Party may choose to seek a ruling from HM Revenue & Customs as to the correct VAT treatment of that supply and such Party shall inform the other parties if it does so.

35. NOTICES

35.1 Any notices required in relation to the day to day running of the NPCC and other operational matters of the NPCC shall be dealt with by the Chair and no formal notices shall be issued under the remaining provisions of this clause 35 in relation to such matters.

35.2 Subject to clause 35.3, any demand, notice or other communication given in connection with or required by this Agreement shall be in writing (entirely in the English language) and shall be e-mailed to the recipient at its e-mail address marked for the attention of the Chief Officer or the appropriate Funding Party (as applicable).

35.3 Any demand, notice or other communication to be served on the Host Force shall be in writing (entirely in the English language), signed by or on behalf of the Party giving it and shall be served by delivering it personally or by sending it by pre-paid first class post, recorded delivery or registered post, marked for the attention of the Chief Officer or the Funding Party (as applicable) at New Scotland Yard, 8-10 Broadway, London SW1H 0BG.

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

35.4.1 if given by e-mail it will be deemed to have been served, subject to **clause 35.4.1.1** below, at the time of sending the e-mail, , provided that any notice served by e-mail will be confirmed by letter sent by post or delivered by hand as soon as practicable thereafter but without prejudice to the effectiveness of the original notice given by e-mail if received or deemed to have been received in accordance with this **clause 35.4.1** and **clause 35.4.1.1**;

35.4.1.1 if an automatic electronic notification is received by the sender within 24 hours after sending the e-mail informing the sender that the e-mail has not been received by the recipient or that the recipient is out of the office, that e- mail shall be deemed not to have been served;

35.4.2 if sent to that party's address by pre-paid first class post, or mail delivery service providing guaranteed next working day delivery and proof of delivery, at 9.00am on the next Business Day after the date of posting;

35.4.3 if delivered to or left at that party's address (but not, in either case, by one of the methods set out in clause 35.4.2), at the time the notice is delivered to or left at that party's address;

35.4.4 if sent by facsimile to that party's facsimile number, at the time of confirmation of completion of transmission of the facsimile by way of a transmission report,

provided that if a notice is deemed to be served before 9am on a Business Day it will be deemed to be served at 9am on that Business Day and if it is deemed to be served on a day which is not a Business Day or after 4pm on a Business Day it will be deemed to be served at 9am on the immediately following Business Day.

35.5 To prove service of a notice it will be sufficient to prove that the provisions of clause 35.4 were complied with.

36. **WAIVER**

36.1 The failure or delay by any Party in exercising any right, power or remedy under this Agreement shall not in any circumstances imply such right, power or remedy nor operate as a waiver of it. The single or partial exercise by any Party to this Agreement of any right, power or remedy under this Agreement shall not in any

circumstance preclude any other further exercise of it or the exercise of any other right, power or remedy.

36.2 The rights, powers and damages provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.

36.3 Any waiver of a breach of, or default under, any of the terms of this Agreement shall be in writing and signed by the party giving it and shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of this Agreement.

37. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

37.1 Subject to clause 37.2 a person who is not a Party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

37.2 This clause does not affect the Secretary of State's right to enforce any right or remedy which exists or is available to her under the terms of this Agreement.

38. **SEVERABILITY**

38.1 If any provision of this Agreement is or becomes illegal or invalid it shall not affect the legality and validity of the other provisions. The Parties shall in good faith amend and if necessary novate this Agreement to reflect as nearly as possible the spirit and intention behind the illegal or invalid provision to the extent that such spirit and intention is consistent with the laws of the jurisdiction and so that the amended clause complies with such laws.

39. **ENTIRE AGREEMENT**

39.1 Subject to **clause 17**, this Agreement and all documents referred to herein set forth the entire Agreement between the Parties in respect of the subject matter covered by them and supersede and replace all prior communications, representations (other than fraudulent representations), warranties, stipulations, undertakings and agreements whether oral or written and whether made by a Party or any other person and whether made to a Party or any other person.

39.2 Each of the Parties acknowledges that it does not enter into this Agreement in reliance on any warranty, representation or undertaking other than those contained in this Agreement and that its only remedies are for breach of contract provided that this does not exclude any liability which any Party would otherwise have to another Party in respect of any statements made fraudulently prior to the date of this Agreement or to any provision of this Agreement which is induced by fraud for

which the remedies available shall be all those available under the law given in this Agreement.

40. EQUALITY AND DIVERSITY

40.1 The Parties shall and shall procure that their employees agents and sub-contractors shall comply with any applicable anti-discrimination legislation including the Equality Act 2010 the Equality Act 2010 Code of Practice on Employment and the Equality Act 2010 Code of Practice on Equal Pay.

40.2 The Parties have had regard to the public sector equality duty in deciding to enter into this Agreement and shall have regard to the public sector equality duty in complying with their obligations under this Agreement and the Policing Code of Ethics.

41. FURTHER ASSURANCE

The Parties shall execute all such further deeds and documents and carry out all such further acts as may be necessary to carry the provisions of this Agreement into full force and effect.

42. GOVERNING LAW AND JURISDICTION

The Agreement shall be governed by and be construed in accordance with English law and without prejudice to the dispute resolution procedure the Parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

43. CONTINUANCE IN FORCE

43.1 Unless expressly stated to the contrary each obligation of a Party under this Agreement shall be deemed to be a continuing obligation throughout the Term.

43.2 The expiry or termination (howsoever arising) of this Agreement shall be without prejudice to the rights and duties of each Party accrued prior to such expiry or termination.

43.3 The clauses and provisions of this Agreement which expressly or impliedly have effect following expiry or termination (howsoever arising) of this Agreement shall continue in full force and effect notwithstanding such expiry or termination.

44. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which so executed shall be an original, but together shall constitute one and the same instrument.

Schedule 1: The role of the Chair

The Parties agree that the role of the Chair shall be as follows:

1. co-ordinating the strategic policing response to major incidents or events through the NPCC;
2. chairing the strategic meetings of the NPCC, including the Chief Constables Council, the NPoCC Governance Board and the ACRO/UKCA board;
3. attending regular bilateral meetings with the MPS Commissioner, Chief Executive of the College of Policing, the Director-General of the National Crime Agency, regional meetings with Chief Officers and national policing area leads as well as the NPCC's Audit and Assurance Board;
4. engaging with a variety of national bodies and individuals in order to achieve the aims of NPCC and make sure the voice of the leadership is heard and relationships with key influencers built and maintained;
5. representing the NPCC on the professional opinion of the senior leadership of the police service, where required, in media appearances on overarching issues as well as representing the service among the membership or on the boards of a large number of organisations, from international bodies such as the Police Executive Research Forum, to police service related charities;
6. representing the NPCC and the police service in national and international forums, including COBR. Establishment of links with Europe and the wider international community to promote British policing and to facilitate the exchange of information on good policing practice;
7. representing the police service before the Home Affairs Select Committee and where required other committees of, and groups within, Parliament; the Police Mutual committee of management; the Police Memorial Trust; the College of Policing Professional Committee; the Care of Police Survivors; the HMIC Reference group and the APCC General Meeting;
8. manage the launch and establishment of the NPCC embedding transparent and effective governance, performance monitoring and reporting mechanisms and strengthening stakeholder engagement;
9. overseeing the implementation, development, monitoring and review of strategic and operational work plans that will enable the effective and efficient delivery of the strategic functions of the NPCC;

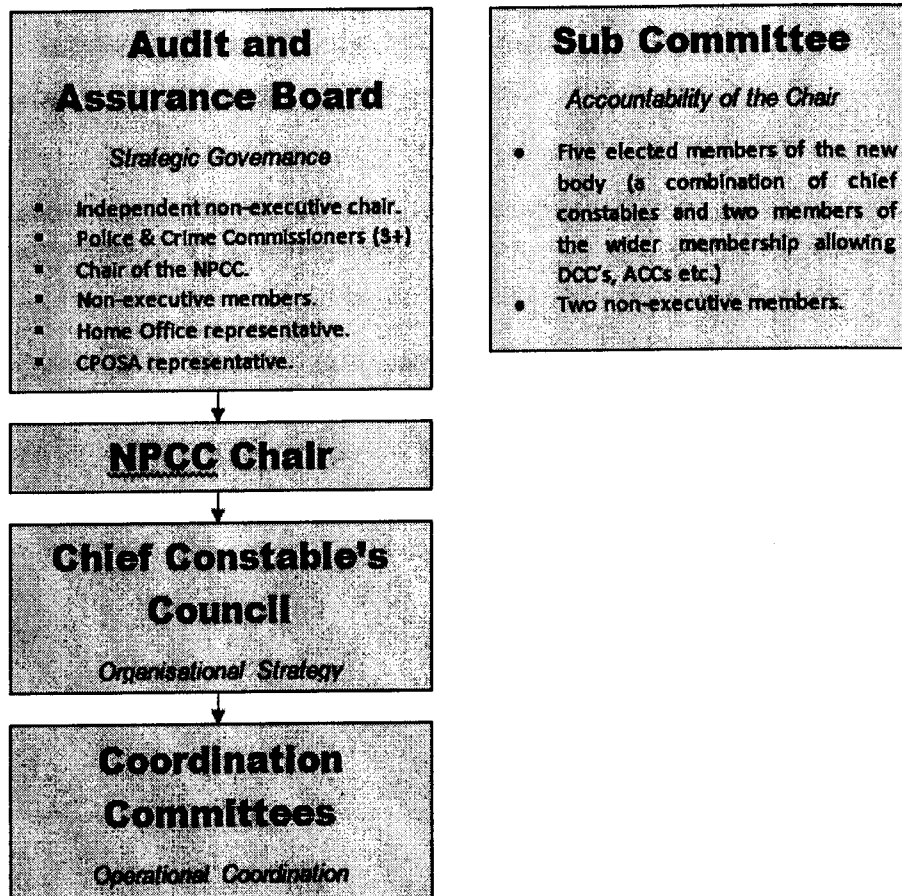
-
10. champion the capacity of the NPCC and of Chief Officers working together to serve and protect the public, influencing national policing policy, acting as an advocate for the leadership of the police service in the media and with stakeholders and promoting best practice.
 11. be responsible for the co-ordination of NPoCC and its deployments, including development of forward planning strategies in consultation with Chief Officers and the Home Office further details of which are included in the NPoCC Collaboration Agreement;
 12. leadership of day-to-day operations, both pre-planned and immediate response; responsible for negotiations for resources and through the authority of the NPCC, responsible for decisions around Asset deployment;
 13. lead on behalf of the police service at COBR meetings providing the link between Chief Officers and Government at times of crisis advising on strategic issues facing the service and communicating with Chief Officers. Attendance at relevant exercises, as participant or observer, and act as the police service's spokesperson to the media at national level;
 14. ceremonial duties integral to the post include the Chair of the Police Honours Committee; membership of the Home Office Honours Committee and the police service representative of Care of Police Survivors, Police Memorial Day;
 15. providing support and pastoral care to Chief Officers including confidential advice to colleagues on critical issues in force on request; offering confidential advice and views to PCCs on request; giving welfare support to colleagues and liaising with the Chair of CPOSA;
 16. delivering excellent financial management and use of resources, ensure value for money is achieved and demonstrated publicly;
 17. promoting the highest standards of integrity, professional conduct and equality throughout the NPCC and its membership; and
 18. be responsible for engaging and consulting with the Chief Constables Council.

Schedule 2: Accountability and Governance

1. Overview

- 1.1 This Schedule sets out the governance structure that shall apply to the NPCC as well as the accountability mechanisms in relation to the Chair.
- 1.2 The governance and accountability mechanisms set out in this Schedule ensure that the strategic governance of the activities and outcomes of the NPCC are separated from the management and accountability of the Chair.
- 1.3 The governance arrangements for this Agreement reflect the objectives of Section 22A of the Police Act 1996 which enable and encourage co-operation and collaboration between the parties to this Agreement. The arrangements described in this schedule are intended to reflect current best practice.

2. Governance of the NPCC



2.1 An overview of the governance of the NPCC is set out in the diagram below:

3. Audit and Assurance Board

Overview

- 3.1 The Parties agree that the Policing Bodies shall be entitled to be involved in the governance arrangements of the NPCC and as such the Policing Bodies shall be represented on the Audit and Assurance Board. It is agreed that each of the Chief Officers shall have operational independence and shall be entitled to express their views via the Audit and Assurance Board. The Parties shall comply with the Policing Protocol in in order to ensure operational independence.

Frequency of Meetings

- 3.2 An Audit and Assurance Board shall be set up which shall meet quarterly for the duration of this Agreement (or at such other intervals as are agreed between the Parties).

Matters to be agreed by the Audit and Assurance Board

- 3.3 The matters to be considered and agreed by the Audit and Assurance Board shall include the following:
- Review and approve the business plan and budget for the NPCC;
 - Review and approve proposals for the NPCC to acquire capital assets or liabilities;
 - Review and approve any proposals for variations of the Section 22A agreements;
 - Audit and sign off of accounts;
 - Agreeing appointment of auditors' annual Audit plan;
 - Agreeing the internal control and risk management arrangements;
 - Ensuring legal responsibilities of the NPCC in relation to health and safety, diversity and environmental matters are being addressed; and
 - Such other matters which are set out in the terms of this Agreement to be agreed by the Audit and Assurance Board.

Membership

- 3.4 The Audit and Assurance Board shall consult with Chief Constables, Police and Crime Commissioners and other stakeholders who are not members of the Audit and Assurance Board from time to time to help inform their decision making.

3.5 The Audit and Assurance Board shall elect an independent non-executive chair.

3.6 The membership of the Audit and Assurance Board shall include:

- Independent non-executive chair.
- Police & Crime Commissioners - not less than three.
- Chair of the NPCC.
- Two non-executive members.
- Home Office representative.
- CPOSA representative.

3.7 Each member of the Audit and Assurance Board may nominate one substitute member to attend any meeting of the Audit and Assurance Board in their place provided this is an individual of appropriate seniority to themselves and subject to appropriate notification being given to the chair of the Audit and Assurance Board.

Quorum

The quorum of the meeting shall be at least five (5) members of the Audit and Assurance Board who are entitled to attend. It is agreed that if a person dials into a meeting rather than attending in person, they shall be deemed to be in attendance.

3.8 Any matter will be decided by simple majority of voting members of the Audit and Assurance Board who are attending the meeting. In the event of an equality of votes the chair of the Audit and Assurance Board appointed pursuant to paragraph 3.5 of this Schedule 2 shall have a second or casting vote. Before exercising a second or casting vote the chair of the Audit and Assurance Board shall consider whether it is appropriate to defer the matter to the next meeting of the Audit and Assurance Board.

3.9 A member appointed as a substitute shall have the same voting rights as the member for whom he/she is substituting and who does not attend. Where the appointed member attends, the substitute member shall not have any right to vote after the conclusion of the item of business being discussed when the appointed member arrives, but may remain at the meeting as an observer.

3.10 The chair of the Audit and Assurance Board will take a vote by a show of hands, or if there is no dissent, by the affirmation of the meeting.

Minutes

-
- 3.11 The Audit and Assurance Board shall arrange for agendas to be circulated in advance of the meeting and for minutes to be kept and maintained. This should be published, except to the extent provided under the Freedom of Information Act.

4. Accountability of the chair and sub-committees

- 4.1 As the Chair of the NPCC is entirely independent from the Commissioner of Police of the Metropolis and is outside of the chain of command of the Commissioner of Police of the Metropolis as further set out in clause 9.5, the Parties agree that Section 49 of the Police Reform and Social Responsibility Act 2011 cannot be automatically exercised by the Commissioner of Police of the Metropolis and that suspension, removal and disciplinary proceedings in relation to the specific circumstances which apply to the Chair under this Agreement are not catered for within the existing legislative framework.
- 4.2 In order to allow the NPCC to operate within the spirit of the Police Reform and Social Responsibility Act and to provide appropriate accountability of the NPCC and the Chair it is agreed that the Commissioner of Police of the Metropolis shall (save in relation to any statutory powers which must always be exercised by the Commissioner of Police of the Metropolis as further described below) delegate this function to the Performance Sub-Committee and that the following shall apply:
- 4.3 A Performance Sub-Committee of the NPCC shall be established which shall have the following membership:
- 4.3.1 Five members of the NPCC appointed for this purpose and to include at least 3 members of Chief Constable rank or equivalent; and
 - 4.3.2 Two non-executive members.
- 4.4 The Standards Sub-Committee shall have the following functions in relation to the Chair:
- 4.4.1 Ethical standards;
 - 4.4.2 Conduct and integrity;
 - 4.4.3 Performance.
- 4.5 In the absence of any specific legal framework for the role of the Chair in the specific circumstances that apply to the NPCC, the Performance Sub-Committee shall be the appropriate supervisory body for this post and shall be responsible for considering any Section 49 Police Reform and Social Responsibility Act suspension and removal from post provisions. Any decision to invoke these provisions must be

endorsed by a majority of the elected members of the Performance Sub-Committee.

- 4.6 In the case of matters that allege gross misconduct, the Standards Sub Committee shall refer the matter to the IPCC for investigation, to ensure independence and to reflect the public interest that would attach to allegations about the Chair.
- 4.7 If the Performance Sub-Committee determine that disciplinary actions or suspension or removal from the post of the Chair are required, then the Commissioner of Police of the Metropolis shall implement any such decision and carry out the agreed disciplinary action or suspension or removal from post (as applicable) and always in accordance with the requirements and instructions of the Performance Sub-Committee as it is agreed that the Commissioner of Police of the Metropolis is the only person with the relevant statutory power to do this pursuant to the Police Reform and Social Responsibility Act.

Schedule 3: Dispute Resolution

1. Any dispute arising in relation to operational, hosting or Support Services shall be dealt with in the dispute resolution process included in the Service Level Agreement. Any other dispute arising in relation to any aspect of this Agreement shall be resolved in accordance with this **Schedule 4**. The Parties undertake and agree to pursue a positive approach towards dispute resolution which seeks to identify a solution which avoids legal proceedings and maintains a strong working relationship between the Parties.
- 1.1 In the event of any dispute or difference between the Parties relating to this Agreement (whether this may be a matter of contractual interpretation or otherwise) the matter shall be dealt with as follows:
 - 1.1.1 The Chief Constables Council and the Chair shall initially seek to resolve any dispute between the Parties;
 - 1.1.2 if the matter can not be resolved in accordance with paragraph 1.1 of this Schedule 4 within 14 days, the matter shall be referred to the Audit and Assurance Board.
- 1.2 To initiate a mediation, a Party must give notice in writing ("ADR Notice") to the other Party requesting mediation in accordance with this **Schedule 4**. A copy of the request should be sent to the Centre for Dispute Resolution or its successor ("CEDR").
- 1.3 The procedure in the Model Procedure will be amended to take account of:
 - 1.3.1 any relevant provisions in this Agreement;
 - 1.3.2 any other additional agreement which the Parties may enter into in relation to the conduct of the mediation ("Mediation Agreement").
- 1.4 If there is any issue relating to the conduct of the mediation (including nomination of the mediator) upon which the Parties cannot agree within seven days from the date of the ADR Notice, CEDR will (at the request of either Party) decide that issue on behalf of the Parties (having first consulted with them).
- 1.5 The mediation will start no later than 21 days after the date of the ADR Notice.
- 1.6 No Party shall commence court proceedings whilst the dispute resolution procedure pursuant to this **Schedule 4** is being applied.

Schedule 4: Funding

FSS FORMULA (INC PSNI) - WEF 09/10)

Anticipated Budget

Force	FSS	FSS Share	15/16 Contribution (£1.33m)	13/14 Contribution (£1.2m)	Difference from 13/14
Avon & Somerset	173.700	2.0%	26,101.41	24,836.63	1,264.78
Bedfordshire	68.500	0.8%	10,293.30	9,794.53	498.77
Cambridgeshire	78.700	0.9%	11,826.03	11,252.98	573.05
Cheshire	117.600	1.3%	17,671.42	16,815.13	856.29
City of London	20.200	0.2%	3,035.40	2,888.31	147.09
Cleveland	95.300	1.1%	14,320.46	13,626.54	693.92
Cumbria	65.600	0.7%	9,857.53	9,379.87	477.66
Derbyshire	109.200	1.2%	16,409.18	15,614.05	795.13
Devon & Cornwall	181.900	2.1%	27,333.60	26,009.11	1,324.49
Dorset	63.700	0.7%	9,572.02	9,108.19	463.83
Durham	89.200	1.0%	13,403.83	12,754.33	649.50
Dyfed-Powys Police	53.100	0.6%	7,979.19	7,592.54	386.65
Essex	173.000	2.0%	25,996.22	24,736.54	1,259.68
Gloucestershire	57.800	0.7%	8,685.44	8,264.58	420.86
Greater Manchester	445.600	5.0%	66,959.06	67,714.46	-755.40
Gwent	80.600	0.9%	12,111.54	11,524.65	586.89
Hampshire	202.200	2.3%	30,384.03	28,911.72	1,472.31
Hertfordshire	117.700	1.3%	17,686.45	16,829.43	857.02
Humberside	125.100	1.4%	18,798.43	17,887.52	910.91
Kent	187.200	2.1%	28,130.02	26,766.94	1,363.08
Lancashire	198.800	2.2%	29,873.12	28,425.57	1,447.55
Leicestershire	114.700	1.3%	17,235.65	16,400.47	835.18
Lincolnshire	62.300	0.7%	9,361.65	8,908.01	453.64
Merseyside	260.600	2.9%	39,159.63	37,262.09	1,897.54
Metropolitan Police	1,930.000	21.8%	290,015.69	275,962.54	14,053.15
Norfolk	85.400	1.0%	12,632.82	12,210.98	621.84
North Wales	78.200	0.9%	11,750.89	11,181.49	569.40
North Yorkshire	74.800	0.8%	11,239.99	10,695.34	544.65
Northamptonshire	73.500	0.8%	11,044.64	10,509.45	535.19
Northumbria	243.800	2.8%	36,635.14	34,859.93	1,775.21
Nottinghamshire	136.900	1.5%	20,571.58	19,574.75	996.83
PSNI	536.743	6.1%	80,654.94	76,746.68	3,908.26
Scotland	468.000	5.3%	70,326.05	63,383.00	6,942.05
South Wales	176.700	2.0%	26,652.21	25,265.59	1,286.62
South Yorkshire	199.100	2.2%	29,918.20	28,468.47	1,449.73
Staffordshire	117.400	1.3%	17,641.37	16,786.53	854.84

Suffolk	69.200	0.8%	10,398.49	9,894.62	503.87
Surrey	99.300	1.1%	14,921.53	14,198.49	723.04
Sussex	165.700	1.9%	24,899.27	23,692.74	1,206.53
Thames Valley	231.900	2.6%	34,846.96	33,158.40	1,688.56
Warwickshire	52.800	0.6%	7,934.11	7,549.65	384.46
West Mercia	118.900	1.3%	17,866.77	17,001.01	865.76
West Midlands	468.000	5.3%	70,325.05	66,917.34	3,407.71
West Yorkshire	328.200	3.7%	49,317.69	46,927.93	2,389.76
Wiltshire	63.600	0.7%	9,556.99	9,093.90	463.09
Totals	8,860.44	100.0%	1,331,434.00		

Additional Signatories					
Force	FSS	FSS Share	15/16 Contribution (£1.33m)	13/14 Contribution (£1.2m)	Difference from 13/14
British Transport Police		To be based on S Yorks - MS size Force	29,918.20		
Civil Nuclear Constabulary (formerly UKAEA Constabulary)			3,035.40		
Ministry of Defence Police		To be based on S Yorks - MS size Force	29,918.20		
Isle of Man		To be based on smallest contribution	3,035.40		
Sovereign Base Areas Police		To be based on smallest contribution	3,035.40		
States of Guernsey Police Service		To be based on smallest contribution	3,035.40		
States of Jersey Police		To be based on smallest contribution	3,035.40		
Army			15,000.00		
Royal Gibraltar Police		To be based on smallest contribution	3,035.40		
RAF			15,000.00		

1,418,709.90

Totals by region			
England	7,467.10	84.3%	1,122,060.18
Wales	388.60	4.4%	58,393.83
PSNI	536.74	6.1%	80,654.94
Scotland	468.00	5.3%	70,325.05
England, Wales & NI	8,860.44	100.0%	1,331,434.00

**Note: PSNI %
calculated as follows
& with approval by
hon treasurer**

	GMP	PSNI	Ratio size of PSNI compared to GMP
value per formula used up to 2008/09	256.77	309.29	1.20

	West mids	Scotland	Ratio size of Scotland compared to West Mids
value per formula used up to 2008/09	256.77	309.29	1.00

ANNEX 1

OPERATING MODEL

The Operating Model is based upon three systems of internal control – the annual delivery plan, Chief Constables Council and coordination committees. This will be overseen by a clear governance model. The model will be guided by the clear principles agreed at Chief Constables Council in March 2014 with a greater emphasis on planning, proper governance and accountability arrangements as well as the use of technology to drive delegation of responsibility.

Annual delivery plan – a delivery plan will be agreed on an annual basis which will set out the key ambitions for the year and will form the basis of reporting to the Audit and Assurance Board.

Chief Constables Council – This is the key decision making structure and will meet on a regular basis giving sufficient time to discuss the major issues facing the service . This is where operationally independent Chief Constables can meet and agree common approaches and national coordination.

Coordination committees – the work currently undertaken by ACPO business areas will transition into a number of coordination committees who will progress the work around how they operate alongside, and linked into, the College of Policing and their statutory responsibilities for standard setting. Chairs of these committees will be openly elected.

Secretariat – There will be a secretariat structure which shall be responsible for the day to day management of the business. This shall be developed as part of the Operating Model.

PROTECT - LEGAL PRIVILEGE

ANNEX 2

SERVICE LEVEL AGREEMENT

The Parties shall work together with the Host Force to agree a final Service Level Agreement which shall be inserted into this Annex once agreed.

PROTECT - LEGAL PRIVILEGE

PROTECT - LEGAL PRIVILEGE

ANNEX 3

MEMORANDUM OF UNDERSTANDING

The memorandum of understandings referred to in clause 6.1.1 and 6.1.2 shall be developed by the relevant Parties to this Agreement and shall be inserted into this Annex once agreed.

PROTECT - LEGAL PRIVILEGE

AS WITNESS the hands of the duly authorised representatives of the Parties on the date stated at the beginning of this Agreement.

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF AVON AND SOMERSET CONSTABULARY

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR AVON AND SOMERSET

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

PROTECT - LEGAL PRIVILEGE

PROTECT - LEGAL PRIVILEGE

PROTECT - LEGAL PRIVILEGE

SIGNED by



duly authorised to sign for and on behalf of

)

THE CHIEF CONSTABLE OF NORTHUMBRIA POLICE

in the presence of: Ch Insp 7864 SWAN

)

Witness signature:



Name: AIDAN SWAN

Address: NORTHUMBRIA POLICE HQ, PONTEDOWN NEWCASTLE.

Occupation: POLICE OFFICER.

SIGNED by



duly authorised to sign for and on behalf of

)

)

THE POLICE AND CRIME COMMISSIONER FOR NORTHUMBRIA

in the presence of: DEAN LOWERY

)

Witness signature: D. Lowery

Name: DEAN LOWERY

Address: OPCC, VICTORY HOUSE, BALLIOL BUSINESS PARK

Occupation: Officer of the PCC

PROTECT - LEGAL PRIVILEGE

PROTECT - LEGAL PRIVILEGE

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF NOTTINGHAMSHIRE POLICE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR NOTTINGHAMSHIRE

in the presence of:)

Witness signature:

Name:

Address:

Occupation: