



**Agreement pursuant to Section 25 of the Police Act 1996**  
**Between**

**(1) The Chief Constable for Thames Valley Police**

**(2) Abingdon Town**

**This agreement is dated 1<sup>st</sup> April 2024**

## **PARTIES**

- (1) The Chief Constable for Thames Valley Police, Thames Valley Police Headquarters, Oxford Road, Kidlington, Oxon, OX5 2NX.
- (2) Abingdon Town, Bridge Street, Abingdon of Thames, Oxon, OX14 3HU

## **BACKGROUND**

- (A) A requirement for Services has been identified for the provision of a number of Police Community Support Officers (PCSO's) to work within designated areas
- (B) The aim of the Service will be to:
  - i. To help to reduce the fear of crime;
  - ii. To help to deter crime;
- (C) The parties have agreed that the Service shall be provided on the terms and conditions of this Agreement.

## **AGREED TERMS**

This agreement is made under and regulated by section 25 of the Police Act 1996

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

<i>Authorised Officer</i>	<i>means the Police Force representative named in Schedule 1 duly authorised to act in the administration of the Contract.</i>
<i>Commencement Date</i>	<i>means the date specified in condition 2.2 on which the Service will start.</i>
<i>Charges</i>	<i>means the fees payable as specified in schedule 2.</i>
<i>Partner's Contract Manager</i>	<i>means the representative named in Schedule 1 duly authorised to act in the administration of the Contract.</i>
<i>The Service</i>	<i>the services to be provided as set out in schedule 1</i>
<i>VAT</i>	<i>Value Added Tax</i>

### **2. COMMENCEMENT AND DURATION**

- 2.1. The Police Force shall provide the Service to the Partner on the terms and conditions of this agreement.
- 2.2. The Police Force shall provide the Service from 1<sup>st</sup> April 2024

2.3 The Duration of The Service supplied under this agreement shall continue to be supplied until 31<sup>st</sup> March 2025, however, this may be extended by a further year until the 31<sup>st</sup> March 2026 for all or part of the service by mutual agreement of all parties.

### **3. THE SERVICE**

3.1. The Police Force shall provide the Service set out in Schedule 1 to this agreement to the Partner with effect from the Commencement Date and for the duration of this agreement in accordance with the provisions of this agreement.

### **4. PARTNER OBLIGATIONS**

4.1. The Partner shall:

- 4.1.1. co-operate with the Police Force and or the Commissioner in all matters relating to the Service and appoint (and, as it thinks fit, replace) the Partner's Contract Manager in relation to the Service, who shall have the authority contractually to bind the Partner on matters relating to the Service;
- 4.1.2. provide such access to the Partner's premises and data, and such office accommodation and other facilities as may reasonably be requested by the Police Force and agreed with the Partner, for the purposes of the Service;
- 4.1.3. provide such information as the Police Force may reasonably request in order to carry out the Service, in a timely manner, and ensure that it is accurate in all material respects; and
- 4.1.4. inform the Police Force of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Partner's premises covered by the Service.

### **5. LIABILITY**

5.1. The Partner shall be responsible for the safe condition of their premises that any member of the Police Force may attend as a result of the Service. The Partner will be liable for any claims and actions resultant from injury caused on the Partner's premises or in fulfillment of the Service. The Partner shall hold sufficient insurance to cover any claims and shall provide a copy of the relevant insurance policies to the Police Force or Commissioner if requested.

5.2. Any seconded police officer or police staff member shall remain an employee of the Police Force and will be paid directly by the Police Force. However whilst any seconded officer or police staff member is engaged in work in fulfilment of the Service they shall be working under the guidance and instruction of the Partner's Contract Manager and from premises allocated by the Partner outside the day-to-day control of the Police Force. Consequently the Partner shall be liable for any incident involving the Seconded Employee which is the fault or has occurred through the negligence of the Partner's employees or agents.

5.3. In the event of the cause of an incident being established entirely as the negligence of a seconded police officer or police staff member (or that of the Police Force) then liability shall not rest with the Partner.

### **6. CHARGES AND PAYMENT**

- 6.1. In consideration of the provision of the Service provided by the Police Force, the Partner shall pay the Commissioner the charges as set out in Schedule 2.
- 6.2. The total price for the Services shall be the amount set out in Part 1 of Schedule 2. The total price shall be paid to the Commissioner in accordance with Part 2 of Schedule 2.
- 6.3. The Police Force shall issue the Partner with an invoice for charges payable, together with any expenses, the costs of materials and VAT (when applicable).
- 6.4. Unless otherwise provided for in Schedule 2 the following shall apply to any fees, including any fixed fees or charges payable:
- (a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably and properly incurred by members of the Police Force in connection with the Service shall be payable by the Partner on receipt of an invoice from the Police Force or Commissioner. The Police Force shall obtain the Partners approval before incurring any such expenses; and
  - (b) VAT (when applicable) shall be payable by the Partner which the Police Force or Commissioner shall add to its invoices at the appropriate rate.
- 6.5. Unless expressly stated the Charges in Schedule 2 are stated exclusive of VAT, which shall be added at the applicable rate (when applicable) and paid by the Partner following delivery of a valid invoice.
- 6.6. The Partner shall indemnify the Police Force and or Commissioner against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Police Force or Commissioner at any time in respect of any failure to account for, or to pay, any VAT relating to Charges or payments made to the Commissioner under this agreement.
- 6.7. The Partner shall pay each invoice which is properly due and submitted to it by the Police Force, within 30 days of receipt.
- 6.8. If a party fails to make any payment due to the other party under this agreement by the due date for payment, then, without limiting any other remedies available to the party, the defaulting party shall pay interest on the overdue amount at the rate of 5% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount.
- 6.9. All sums payable under this agreement shall be paid in pounds sterling (£).

## **7. PROPERTY AND DATA**

- 7.1. All property, equipment and materials used for the Service or loaned or placed in the care of the Partner by the Police Force shall remain the property of the Police Force and shall be returned to the Police Force upon the termination of the contract (howsoever arising) or when requested by the Police Force.
- 7.2. The Partner will be responsible for the safe keeping of all property, equipment and materials loaned or placed in the care of the Partner. In the event of any property or equipment becoming damaged or lost while in the care of the Partner, the Police Force

or Commissioner may invoice the Partner for any reasonable repair costs or the full replacement cost (if a repair is not possible or reasonably practicable).

7.3. All data compiled and held by the Partner as a result of Services (howsoever held) and data supplied by the Police Force shall be the property of the Police Force and returned to the Police Force upon the termination of the contract (howsoever arising) in accordance with clause 18.1 or within 5 working days of any written request by the Police Force. All data must be handled in accordance with clause 9 and 10.

## **8. JOINTLY DEVELOPED INTELLECTUAL PROPERTY**

8.1. Any material developed by the Partner, the Police Force or the Commissioner specifically from the delivery of the Service shall be jointly owned by the Partner, the Police Force and the Commissioner. All parties shall have the right to grant third party licenses for the copying and use of such material, under suitable arrangements to be agreed between the Parties. If the information or intellectual property relates to a confidential matter or contains any personal data clause 9 and 10 will continue to apply.

## **9. CONFIDENTIALITY**

9.1. The Parties undertake that they will:

9.1.1. treat and safeguard as private and confidential all Confidential Information;

9.1.2. shall only use the Confidential Information to the extent that such use is necessary for the purposes of performing its obligations or exercising its rights under this Agreement;

9.1.3. shall not at any time disclose or reveal any part of the Confidential Information to any person other than a recipient entitled to the information under the terms of this contract or otherwise required by law;

9.1.4. it shall ensure that each Permitted Recipient to whom Confidential Information is to be disclosed is made aware of and complies with confidentiality obligations equivalent to those imposed by this Clause 9;

9.2. The provisions of Clause 9.1 above shall not apply to any Confidential Information to the extent that such Confidential Information:

9.2.1. is publicly available or becomes publicly available through no act or omission of the parties;

9.2.2. created independently to this agreement as demonstrated by documentary evidence to the reasonable satisfaction of the other parties.

9.2.3. required to be disclosed by law or by order of a court of competent jurisdiction or other competent authority.

9.3. Confidentiality and protection of data relating to personal circumstances, cases, facts, information, knowledge, documents, or any matters communicated or conveyed will be paramount to the Contract. Any passing of confidential information, unless agreed in writing, to any party other than agreed by the Police Force or the Commissioner will be immediate grounds for terminating the Contract.

9.4. All information, documents and other data given by or on behalf of the Police Force shall remain the property of the Police Force and may only be used by the Partner in performance of this Contract. The Partner must not use or dispose thereof without prior approval of the Police Force in writing.

## **10. DATA PROTECTION**

- 10.1. For the purposes of this Clause 1 the expressions "personal data" and "process" shall have the meanings given to them in the Data Protection Act 1998.
- 10.2. To the extent that any party is required to process personal data on behalf of another party for the purposes of performing its obligations under this Agreement, that party shall:
  - 10.2.1. process personal data only in accordance with instructions from the other party;
  - 10.2.2. process personal data only to the extent, and in such manner, as is necessary for the performance of its obligations under this Agreement;
  - 10.2.3. implement appropriate technical and organisational measures to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure and shall ensure that these measures are appropriate taking into account the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the personal data and having regard to the nature of the personal data which is to be protected;
  - 10.2.4. not transfer any personal data outside of the European Economic Area without the prior written approval of the other party; and
  - 10.2.5. return the personal data to the other party on termination of this Agreement.

## **11. SECONDED POLICE OFFICERS OR STAFF MEMBERS**

- 11.1. At all times, the Police Force shall ensure that any police officer or member of police staff seconded for the purposes of the Service is suitably qualified, adequately trained and capable of providing the applicable Service in respect of which they are engaged;
- 11.2. The Police Force shall use its best endeavors to ensure continuity of personnel engaged in the provision or management of the Service

## **12. HEALTH AND SAFETY**

- 12.1. If the Services require any police officer or member of police staff to be seconded, the Partner shall ensure adequate Health and Safety measures are in place. The Partner, as a minimum shall be required to: -
  - 12.1.1. Fully comply with the Health and Safety at Work Act 1974 and with all regulations attached thereto.
  - 12.1.2. Operate in accordance with good practise advice; for example that published by the Health and Safety Executive.
  - 12.1.3. Provide sufficient supervision of staff to ensure that safe working practices are adhered to.
  - 12.1.4. Ensure that:
    - 12.1.4.1. any equipment provided by the Partner for the performance of the Service meets or exceeds the minimum safety standards required by statute at the

time of use, shall comply fully with the relevant British, European and International Standards and is maintained so that it is safe in use;

12.1.4.2. that any work equipment is constructed or adapted so as to be suitable for the purpose and location for which it is used or provided.

12.1.4.3. Introduce control measures to reduce risks to a minimum and provide adequate information and training to any police officer or member of police staff seconded for the purposes of the Service.

12.1.4.4. Ensure that any police officer or member of police staff seconded for the purposes of the Service have received adequate Health and Safety training to reduce the risk of ill health and injury to themselves and others which may result from that work.

### **13. TRAINING**

13.1. The Partner shall ensure that any police officer or member of police staff seconded for the purposes of the Service is/are competent in the use of any equipment supplied by the Partner expected to be used and shall ensure that appropriate training is provided where necessary.

### **14. CANCELLATION LIABILITES**

14.1. Where the Police Force has committed individuals to provision of the service and the Partner terminates the Contract within the term of the Contract. The underlying principle shall be that liabilities associated with employees (e.g. accrued redundancy rights or discrimination claims) shall, in so far as they relate to the pre-contract date, remain the liability of the Police Force employing the relevant individual prior to the Contract. However, any redundancy costs or any other costs accrued during the term of the Contract will be paid by the Partner once established by the Police Force on service of notice. Any equipment or material purchased to service the Contract by the Police Force will also become chargeable.

### **15. BREAKS IN PROVISION OF SERVICE**

15.1. The Partner will not be charged for any part of the Service which is not supplied by the Police Force, save that if a specified individual has been seconded for the purposes of the Service and is unable to attend for duty because of sickness or injury, agreed annual leave or because of attendance in court or on obligatory training courses, in which case they will nevertheless be deemed to have been supplied by the Police Force and provided further that the Police Force will use all reasonable endeavours to ensure through the application of its absence management policy that such absences are kept to a minimum. Those individual's services will still be chargeable.

### **16. GOVERNANCE AND PERFORMANCE MEASUREMENT OF THE SERVICE**

16.1. The Partner and the Police Force shall appoint the persons named in Schedule 1 as the who are identified by each party as being key to the success of the implementation and/or operation of the Service and who shall be retained on the implementation and/or operation of the Service for such time as a person is required to perform the role.





- 16.2. The Parties shall not remove or replace any of the persons named in Schedule 1 unless:
- (a) reasonably requested to do so by the another party; or
  - (b) the person is on long-term sick leave; or
  - (c) the element of the Service in respect of which the individual was engaged has been completed; or
  - (d) the person resigns from their employment; or
  - (e) the prior written consent of the other parties is obtained;
  - (f) other operational policing demands or priorities requires any Police Force personnel to be redeployed.
- 16.3. The parties shall inform each other of the identity and background of any replacements for any of personal named in schedule 1 as soon as a suitable replacement has been identified. The parties shall be entitled to object to any such proposed replacement within 10 Working Days of being informed of any such proposed replacement if, in its reasonable opinion, it considers the proposed replacement to be unsuitable.
- 16.4. Any replacement shall be as, or more, qualified and experienced as the previous incumbent and fully competent to carry out the tasks assigned to person whom they have replaced. Permanent or temporary replacements shall be identified as soon as reasonably practicable from becoming aware of a role becoming vacant.
- 16.5. An authorised officer for the Police Force and the Partner's Contract Manager named in schedule 1 will establish and maintain appropriate mechanisms for performance monitoring of the Service which will be reviewed annually. For the avoidance of doubt the provisions referred to in this clause 16.5 relate to monitoring only and the Police Force shall neither be nor be deemed to be in breach of this Agreement should any performance monitoring provisions fail to be met.

## **17. TERMINATION**

- 17.1. Subject to clause 17.2, this agreement shall terminate automatically on the expiry date as specified in clause 2.3, save for the purpose of issuing invoices and or enforcing any outstanding payment or charges due.
- 17.2. Without affecting any other right or remedy available to it, the Police Force may terminate this agreement with immediate effect by giving written notice to the other party if:
- (a) the Partner fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
  - (b) the Partner commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

(c) the Partner repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

17.3. Without affecting any other right or remedy available to it, the Partner may terminate this agreement with immediate effect by giving written notice to the other party if:

(a) the Police Force commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

(b) the Police Force repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

## **18. CONSEQUENCES OF TERMINATION**

18.1. On termination or expiry of this agreement (for any reason), the Partner shall immediately deliver to the Police Force all equipment, materials and all copies of information and data provided by the Police Force to the Partner for the purposes of the Service.

18.2. The Partner shall certify to the Police Force that it has not retained any copies of materials or other information or data, except for one copy if expressly required by law for statutory or audit purposes only and subject to the confidentiality and Data Protection obligations in clause 9 and 10 respectively; and

18.3. If the Partner fails to fulfill its obligations under clause 18.1, then the Police Force may enter the Partner's premises and take possession of any items which should have been returned under it. Until they have been returned or repossessed, the Partner shall be solely responsible for their safe keeping.

18.4. Without affecting any right under clause 18.3 or any other right or remedy available to it the Police Force may invoice the Partner for the full replacement cost of any equipment or materials which have not been returned under clause 18.1.

18.5. On termination or expiry of this agreement, the following clauses shall continue in force: clause 8 (Intellectual property rights), clause 9 (Confidentiality) and clause 10 (Data Protection).

18.6. Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

## **19. FORCE MAJEURE**

19.1. The Police Force and or the Commissioner reserves the right to defer the date for performance of the Service, or to terminate this agreement, if the Police Force is prevented from, or delayed in, carrying on the Service by acts, events, omissions or accidents beyond its reasonable control, including, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, or storm.

## **20. ASSIGNMENT AND OTHER DEALINGS**

- 20.1. Unless there is a prior written agreement between the Parties, the Parties shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

## **21. DISPUTE RESOLUTION PROCEDURE**

- 21.1. The parties shall attempt, in good faith, to resolve any Dispute promptly by negotiation which shall be conducted as follows:
- 21.1.1. if a Dispute arises in the opinion of any party, the party in question may give written notice to the other party that the dispute has arisen (Dispute Notice);
  - 21.1.2. the Dispute shall be referred, by the referring party, first to the Police Force's authorised Officer and the Partner's Contract Manager as identified in Schedule 1 for resolution
  - 21.1.3. if the Dispute cannot be resolved within 14 calendar days after the Dispute has been referred to them, either party may refer the Dispute to the Key Personals' respective line managers for resolution;
  - 21.1.4. If the line managers are unable, or fail, to resolve the Dispute within 14 calendar days following referral of the Dispute to them, the parties may attempt to resolve the Dispute by mediation in accordance with clause 21.2.
- 21.2. If, within 30 calendar days of the Dispute Notice, the parties have failed to agree on a resolution, either party may refer any Dispute for mediation pursuant to this clause but neither shall be a condition precedent to the commencement of any court proceedings, and either party may issue and commence court proceedings prior to or contemporaneously with the commencement of mediation.
- 21.3. Notwithstanding clause 21.1 if and to the extent that the parties do not resolve any Dispute or any issue in the course of any mediation, either party may commence or continue court proceedings in respect of such unresolved Dispute or issue.
- 21.4. Nothing in this clause 21 shall prevent either party from instigating legal proceedings where an order for an injunction, disclosure or legal precedent is required.
- 21.5. Unless otherwise agreed or terminated, the Police Force shall continue to provide the Service and the parties will perform the obligations under this agreement notwithstanding any Dispute or the implementation of the procedures set out in this clause 21.

## **22. ANNOUNCEMENTS**

- 22.1. No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 22.2. Each party acknowledges to the other that nothing in this agreement, either expressly or by implication, constitutes an endorsement of any products or services of

the other party (including the Service) and each party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

## 23. AUDITS

23.1. The Partner shall allow the Police Force and or the Commissioner and any auditors of or other advisers to the Police Force and or the Commissioner to access any of the Partner's premises, personnel and relevant records as may be reasonably required in order to:

- (a) fulfil any legally enforceable request by any Regulatory Body; or
- (b) undertake verifications of the accuracy of the Charges or identify suspected fraud; or
- (c) Undertake verification that the Services are being provided and all obligations of the Supplier are being performed in accordance with this agreement; or
- (d) Undertake verification of any security requirements.

The Police Force shall use its reasonable endeavors to ensure that the conduct of any audit does not unreasonably disrupt the Service or delay the provision of the Service by and that, where possible, individual audits are coordinated with each other to minimise any disruption.

23.2. Subject to the Partner's obligations of confidentiality, the Partner shall provide the Police Force and or the Commissioner (and its auditors and other advisers) with all reasonable co-operation, access and assistance in relation to any audit.

23.3. The Police Force and or Commissioner shall provide at least 10 Working Days notice of its intention to conduct an audit unless such audit is conducted in respect of a suspected fraud, in which event no notice shall be required.

23.4. The parties shall bear their own costs and expenses incurred in respect of compliance with their obligations under this clause 23.

23.5. If an audit identifies that:

23.5.1. the Partner has overpaid any Charges, the Commissioner shall pay to the Partner the amount overpaid within 30 days from the date of receipt of an invoice or notice to do so; or

23.5.2. The Partner has underpaid any Charges, including any VAT payable thereon the Partner shall pay to the Commissioner the amount of the under-payment within 30 days from the date of receipt of an invoice for such amount.

## 24. NOTICES

- 24.1. A notice given to a party under or in connection with this agreement shall be in writing and sent to the party at the address or DX number or to the fax number given in this agreement or as otherwise notified in writing to the other party.
- 24.2. The following table sets out methods by which a notice may be sent and, if sent by that method, the corresponding deemed delivery date and time:

Delivery method	Deemed delivery date and time
Delivery by hand.	On signature of a delivery receipt or at the time the notice is left at the address.
Pre-paid first class post or other next working day delivery service	9.00 am on the second Working Day after posting or at the time signed for if by a recorded delivery service.
Fax.	At the time of transmission if on a Working Day. If the transmission is after 5.00 pm deemed service will be the next Working Day.
Document exchange (DX).	9.00 am on the second Working Day after being put into the DX.
Email	The date the email is sent.

- 24.3. For the purpose of clause 24.2 and calculating deemed receipt:
- 24.3.1. all references to time are to local time in the place of deemed receipt; and
- 24.3.2. if deemed receipt would occur after 5.00 pm (Monday to Friday) or anytime on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is deemed to take place at 9.00 am on the day when business next starts in the place of receipt.
- 24.3.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 24.3.4. A notice given under this agreement is not valid if sent by email unless a valid delivery receipt is available or other evidence of delivery is available.

## 25. VARIATION

- 25.1. No variation of this agreement shall be effective unless it is in writing and signed by all three parties (or their authorised representatives).

## 26. WAIVER

- 26.1. A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 26.2. A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

- 26.3. A party that waives a right or remedy provided under this agreement or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

## **27. RIGHTS AND REMEDIES**

- 27.1. The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## **28. SEVERANCE**

- 28.1. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 28.2. If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **29. ENTIRE AGREEMENT**

- 29.1. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

## **30. CONFLICT**

- 30.1. If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement shall prevail.

## **31. NO PARTNERSHIP OR AGENCY**

- 31.1. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 31.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 31.3. No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms

## **32. COUNTERPARTS**

- 32.1. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

32.2. Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

32.3. No counterpart shall be effective until each party has executed and delivered at least one counterpart.

### **33. GOVERNING LAW**

33.1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

### **34. JURISDICTION**

34.1. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

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## SCHEDULE 1 – THE SERVICES

### **The Service:**

#### *Overview*

Provision of the services of a Police Community Support Officer (PCSO)

#### *Details*

### **THE OPERATIONAL PROTOCOL FOR POLICE COMMUNITY SUPPORT OFFICERS EMPLOYED WITHIN THE LOCALITIES AS DEFINED IN SHEDULE PER TABLE 1:**

#### **Table 1:**

1. Specific objectives of the Special Services
  - (1) To increase the uniform presence of uniformed 'authority figures' in public areas, thereby reducing the fear of crime and providing public reassurance.
  - (2) To reduce incidents of low level criminality and anti-social behaviour.
2. Key performance indicators
  - (1) Patrol activity and the public's perception of anti-social behaviour measured by the Partner through feedback from residents.
  - (2) Reduction in levels of pre-agreed categories of recorded crime recorded by the police.
3. Monitoring and Evaluation
  - (1) The Partner will monitor public perceptions of PCSO visibility and anti-social behaviour using existing mechanisms e.g. feedback from residents.
  - (2) Police will produce reports to reflect the agreed KPIs at 2. (2) above.
4. Tasking and Reporting

The PCSO will be tasked and managed by his her line manager in compliance with the National Intelligence Model. However, the PCSO will meet at least once per month with the Partner's Contact Officer to gather information about issues that are concern to the business community. These issues will be fed back to the PCSO's line manager who will prioritise them and task the PCSO accordingly. The police Nominated Officer, or their nominee, will meet with the Partner's Contact Officer at three-monthly intervals and report the activity of the PCSO during the preceding three months.

## 5. Disputes and Resolution procedures

In relation to any disagreement between the Contact and Nominated Officers the matter is to be referred to the LPA Commander and Chairman of the Partner for resolution.

### **OVERALL PURPOSE OF THE ROLE:**

The overall purpose of the role is to:

Contribute to the policing of neighbourhoods, primarily through highly visible patrol with the purpose of reassuring the public, reducing crime and disorder, and working with communities and partner agencies to tackle community safety issues at local level.

### **KEY ACCOUNTABILITY AREAS:**

The key result areas in the role are as follows:

1. Engage in targeted, highly visible patrols to provide reassurance to the community and respond to incidents.
2. Assist Police Officers with crime enquiries, maintain documentation and records as appropriate.
3. Work with Neighbourhood Policing colleagues and partners to identify and resolve local issues and provide feedback on action taken.
4. Make appropriate use of designated powers to deter and resolve instances of nuisance, anti-social behaviour and criminality.
5. Develop links within the community as a point of contact for individuals and groups, maintaining a Key Individual Network (KIN) to ensure that engagement is representative of the diversity of the neighbourhood.
6. Provide reassurance and support to victims of crime and other vulnerable members of the community.
7. Work with Neighbourhood Policing colleagues and partners to organise and participate in crime prevention and reduction initiatives.
8. Gather and submit community based intelligence to prevent and detect crime / anti-social behaviour.
9. Attend court to act as a professional witness in the prosecution of offenders.

A PCSO will spend approximately 80% of their time as a visible presence within the community.

The Officer will be entitled to take Annual leave during the Service. The charge assumes officers will take leave proportionately across a calendar year.

## SCHEDULE 2 - CHARGES AND PAYMENT

### PART 1 - Price

Price of £20,016 for the year 2024-25 is an estimation and can vary.

In addition any directly related expenses incurred whilst carrying out these duties such as mileage, subsistence or specific overtime which may also be charged on a quarterly basis should any overtime have been requested by the partner in the period.

VAT

*The above prices are exclusive of VAT.*

### PART 2- Payment

Invoices will be raised on a quarterly basis as follows:

DATE	AMOUNT DUE (£)
June 30 <sup>th</sup> 2024	£5,004 per quarter
September 30 <sup>th</sup> 2024	£5,004 Per quarter
December 31 <sup>st</sup> 2024	£5,004 per quarter
March 31 <sup>st</sup> 2025	£5,004 per quarter

