


<p style="text-align: center;"><b>Grants Determination Sub-Committee</b></p> <p style="text-align: center;"><b>2025</b></p>	
<b>S92 Police Act 2006 Agreement with the Metropolitan Police Service ( MPS) for Tower Hamlets Police Teams</b>	<b>Classification:</b> Unrestricted
<b>5 February 2025</b>	

**Proposed Decision Path (indicate) – Delete Section Before Publication:**

	Step [Delete as applicable]	Date
DLT Level (Tier One)	DLT / CD	2 December 2024
CLT Level (Tier Two)	CLT / CE	7 January 2024
Member Level (Tier Three)	MAB / 121	
Decision (Tier Four)	Cabinet / IMD	
Grants Determination Committee		5 February 2025

**Proposed Decision Path (indicate) – Delete Section Before Publication:**

<b>Lead Member</b>	<b>Councillor Abu Chowdhury</b>
<b>Originating Officer(s)</b>	Keith Stanger – A/Director Community Safety
<b>Wards affected</b>	All Wards
<b>Key Decision?</b>	No
<b>Reason for Key Decision</b>	N/A
<b>Forward Plan Notice Published</b>	N/A
<b>Exempt information</b>	N/A
<b>Strategic Plan Priority / Outcome</b>	Empowering Communities and fighting crime.

**Executive Summary**

- 1 One of the key mayoral priorities is to Empower Communities and Fight Crime The council has directly funded additional police teams since 2015 as part of a

partnership arrangement with the Metropolitan Police Service (MPS). Those resources have made a valuable contribution to the fight against crime and antisocial behaviour and given the council the ability to largely direct control of those officer's activities to meet its and its resident's priorities, independent of the wider Borough Command Unit police.

- 2 This supports a number of strategic initiatives and priorities of the Community Drugs Partnership, including reducing drug dealing and misuse and "Cuckooing", (the takeover of a vulnerable person's home for illegal use of drugs and other criminality).
- 3 The investment also supports the Community Safety Partnership Plan including tackling neighbourhood crime and antisocial behaviour, the reduction of violence and increasing the visibility of police.
- 4 The S.92 partnership agreement also supports the council's Violence Against Women and Girls (VAWG) and Women's Safety Strategy. Specifically by targeting the activity of kerb crawling in relation to street based sex working.
- 5 The current police resources are 2 sergeants and 10 constables, formerly called the Partnership Taskforce and 2 sergeants and 12 constables working within what was the former Tower Hamlets Homes, and now the council's housing estates. The former team is funded from the general fund and the latter team, funding by the Housing Revenue Account (HRA) and leaseholder charges. All funding is in place. The agreements expired in April 2024 and September 2023 respectively.
- 6 The renewal has been delayed because there have had to be significant negotiations with the police to agree the contract in the context of the difficulties the MPS is experiencing with recruiting and retaining officers. There were also negotiations around performance measures and shifts. It is important that the council approves the agreement to avoid the risk that the MPS will not support the agreement of the contract.
- 7 The combined police resources within the agreement will now be called the Tower Hamlets Taskforce and although operating borough wide, through the established operational tasking process and dedicated deployment of the resources, obligations to tenants and leaseholders who partly pay for the team will continue to be fully met.
- 8 The proposed renewal of the grant agreement for 2024 to 2026 is scheduled to be put before the Grants Determination Sub-Committee on 5 February 2025.

**THIS SECTION TO BE DELETED BEFORE PUBLICATION**

**Decision Type**

<b>Key Decision?</b>		<b>Urgent Decision?</b>		<b>Exempt from Call-In?</b>		<b>Restricted Report or Partially Restricted (e.g. appendix)?</b>
No		No		Yes		No

\*If the answer is yes make sure the forthcoming decision on the website states this or else the decision cannot be taken.

### **Guidance Documents**

Further details on the procedure for Urgent Decisions can be found in the [Intranet Library](#) and the Guide to Report Writing [guidance note](#).

### **Specific Issues for Pre-Decision Meetings**

(Officers may use the following table to add points of note for internal meetings such as CLT, MAB or DMTs. Content can be deleted at any stage and, in any case, will be before publication for the decision making meeting.)

<b>Directorate Leadership Team</b>
<b>Corporate Leadership Team</b>
<b>Mayor's Advisory Board</b>
<b>Communications</b>

## **THIS SECTION TO BE DELETED BEFORE PUBLICATION**

### **Recommendations:**

The Grants Determination Sub-Committee is recommended to:

- 1 Discuss the s92 Agreement/Proposal and comment as appropriate.
- 2 Note the historical fragmentation of the service offer and the new integrated model. Discuss and agree the consolidated Key Performance Indicators at Appendix B.
- 3 Authorise the Corporate Director Communities to agree the renewal of the S.92 Agreement with the MPS (Mayors Office for Policing And Crime) and instruct the execution of all necessary and appropriate documentation to give effect to the recommendations in this report.

## **1 REASONS FOR THE DECISION**

- 1.1. The council has funded a cohort of additional police officers since 2015. This is a mayoral priority. It aims to provide an additional, enhanced, visible police presence and a flexible response to tackle crime, support the work of Tower Hamlets Enforcement Officers in delivering the mayor's and resident's priorities relating to crime and disorder.
- 1.2. The S.92 Agreement with the Metropolitan Police (MPS) requires renewal. It is the grant agreement with the MPS that requires approval for 2024 to 2026. The funding for all the officers is currently in place as part of existing budgets.

## **2 DETAILS OF THE REPORT**

- 2.1. Our ambition is to create a delivery model that fully supports the mayor's priorities to empower communities and fight. Unifying our enforcement services including the funded police teams will provide key support for this model, working with THEOs and all the other enforcement teams within the wider service. This ambition is also supported by our implementation of recommendations of a recent Enforcement Review that will reconfigure our THEO service.
- 2.2. There are currently two distinct police teams funded by the council, the Partnership Taskforce (2 Police Sergeants and 10 Constables) and the team formerly known Tower Hamlets Homes Police (12 Police Sergeants and 12 Constables). The historically separate grant

agreements for both of these teams expired in April 2024 and September 2023 respectively.

- 2.3. Funding both police teams via renewal of the S.92 agreement will also be key in supporting a number of other strategic initiatives, important elements of which contribute towards achieving the priorities of the mayor. These include the visible reduction of drug dealing and misuse, addressing the issue known as “Cuckooing”, the takeover of a vulnerable person’s home for illegal use of drugs and other criminality, both of which are key priorities of the Community Drugs Partnership along with support for the ongoing commitment to the successful partnership initiative against drugs, Operation Continuum.
- 2.4. The Community Safety Partnership Plan, informed by the statutory strategic assessment, has a number of clear priorities that a funded police resource supports. These include, Tackling Neighbourhood Crime and Antisocial Behaviour, the reduction of violence and increasing the visibility of police to reassure residents.
- 2.5. The Council’s Violence Against Women and Girls (VAWG) and Women’s Safety Strategy, has as one of its priorities another activity that a dedicated and taskable police resource can support. That is targeting the activity of kerb crawling in relation to street based sex crime.
- 2.6. The renewal of the s92 agreement/s has been delayed due to negotiations with the MPS. This included senior local police officers making representations to the MPS to make the case to allow the funded officers to continue in these roles within the context of the pressures the MPS is under in terms of retention and recruitment in London. Negotiations on new shift patterns and key performance indicators have also added to the timeline with difficulties around the setting of specific targets. This is a key facet of the agreement and is necessary to ensure that the new s92 agreement delivers on the Council’s priorities and those of our local residents. There was no break in any of the services supplied by the MPS and the police team/s during this period of discussion. Formal approval is being sought at the Grants Determination (Cabinet) Sub-Committee at its meeting on the 5th of February 2025, after the report is discussed and agreed through the Council’s internal officer governance process and by CMT on 7 January 2025.
- 2.7. Over recent years the Partnership Taskforce Police Team, consisting of 2 sergeants and 10 constables, has undertaken many joint tasking and collaborative operations with other elements of the Council’s Neighbourhood Operations Service, including close working with CCTV

to tackle drug related crime. This activity has always clearly aligned to the Mayor's priorities including the key commitment of working against criminality driven by drug supply, plus supporting Tower Hamlets Enforcement Officers (THEOs) and commissioned outreach services with the referral and engagement of drugs users into support and treatment services. The additional Police Officers have also bolstered the provision of uniformed visibility to support the goal of providing reassurance to residents.

- 2.8. The Mayor has prioritised Empowering Communities and Fighting Crime and also expects enforcement teams to provide visibility and reassurance along with reductions in crime. In a snapshot - over the past three years the funded police officer team has conducted 35,760 hours of uniformed patrol to support the goal of providing reassurance and 11,070 hours of plain clothes patrolling in relation to tackling drug dealing and supply. The officers made 358 arrests, made 215 seizures of nitrous oxide and alcohol, seized 289 "drug vehicles" used by criminals in the sale and supply of drugs. Officers conducted 2459 stop and account encounters and 2250 stops and searches ( for a range of issues including drugs and weapons). They issued 114 Penalty Notices for Disorder (PNDs). This and further performance information is provided at Appendix A.
- 2.9. The contribution made by the police team has been valuable and its officers and the THEOs support each other operationally through the effective joint intelligence and tasking process. Through this, they have provided the flexibility to target the council's priorities and as such to a large degree, have been independent of the wider borough-based police service which has much broader responsibilities, including policing Hackney as part of the shared Borough Command Unit with Tower Hamlets.
- 2.10. Crime and disorder, particularly drugs, violent crime and antisocial behaviour (ASB), continue to be a major concern for residents as is frequently evidenced by resident surveys. The latest Annual Resident Survey shows that perceptions of ASB for example have risen generally. One of the key findings was in relation to the category of "People using or dealing drugs" which rose from 49% to 58%. Committing to continue to address these matters of crime and ASB are clearly a priority for both residents and the council.
- 2.11. The council and wider borough police still work together as partners in the fight against crime and disorder and other community safety matters. However, the Metropolitan Police has been severely affected by reduced funding over the past decade or so. For a number of reasons, including some high profile cases of serious crimes and other

unacceptable behaviour by officers, the MPS is experiencing significant difficulty in its ability to recruit and retain police officers in London. Under the current circumstances, to a significant degree, the council investing in its own ability to direct police resources has been a key contribution to the overall fight against crime and ASB. It helps to ensure resident's concerns are better addressed and supports the Mayor's priorities. It also enables the council to "future-proof" against any issues that may affect the Police and which would otherwise negatively impact our work to tackle crime and ASB.

2.12. In summary, the benefits for the council in funding its own team of police officers include:

- Maintaining and improving local visibility of police law enforcement
- Proving reassurance to our residents
- Resident's concerns and perceptions about crime and ASB will be addressed more effectively
- Supports the efforts to focus on those priority individuals who have the most complex needs and behaviours associated with crime and ASB
- Perpetrators will be brought to justice
- Criminal justice outcomes improve and those individuals committing drugs/alcohol related crime and/or ASB will be required to address their substance misuse
- Joint partnership operations that deliver positive outcomes for residents and improve perceptions and feelings of safety
- Provide a ring-fenced resource for the Council with minimal abstractions, jointly tasked and addressing the big issues that are of concern to residents

2.13. When Tower Hamlets Homes, the former Arm's Length Management Organisation (ALMO), was brought in-house, its Housing Revenue Account (HRA) funded Police Team was supplied under a separate S.92 agreement of 2 sergeants and 12 constables and was brought across with it. This police resource was initially managed within the Housing & Regeneration Directorate, before moving across to the Community Safety Division as part of the Housing ASB team transfer and the new integrated service model in April 2024. Although this s92 Agreement with the MPS has also expired, the officers remain in place and have continued their estates based law enforcement work while the new agreement is formally agreed with the Council. The performance of this team is shown in Appendix A. The Key Performance Indicators for this team and the council funded team are not the same due to the historical fragmentation in the management of these services. This has been addressed now with the move to a more integrated service offer and new basket of consolidated KPIs for both teams. These have been subject of negotiations with the MPS and are included in the S.92

agreement. These KPIs are shown at Appendix B. The consolidated KPIs will, as are the individual police team's current KPIs, be monitored monthly as part of the performance management process facilitated by the Evidence and Insight team within Safer Neighbourhood Operations. All performance is discussed monthly by the Senior Leadership Team and the current Community Safety Neighbourhood Manager is and will remain responsible for day to day management of the agreement with the police.

- 2.14. The funding for these police officers is not from the general fund but sourced from the Housing Revenue Account and tenants/leaseholder charges. This will remain the case. However, the new S.92 agreement includes supply of both of the teams. This now forms a significant policing additional asset for the Council totalling 4 sergeants and 22 constables. They are now branded as the "Tower Hamlets Taskforce". Without this amalgamated approach, the resources will be utilised much more effectively through the existing joint tasking process that is in place. The overall taskforce will have a whole borough remit although we are very aware that through tasking, provision will remain for those officers funded via the HRA and leaseholder charges to meet their obligations to Tower Hamlets Housing residents and leaseholders.
- 2.15. The costs for year 1 of the agreement for the services of 4 sergeants and 22 constables is £1,815,000. This is paid using funds from the General Fund and the Housing Revenue Account (HRA), which is rechargeable service to leaseholders. The amount for each element of the Taskforce £840,000 from the General Fund for 2 sergeants and 10 constables, £975,000 the HRA and leaseholder charges for 2 sergeants and 12 constables. In years 2 and 3 it will be that amount plus any increases in accordance with the recommendations of the Police Remuneration Authority Review Board. The agreement "Pursuant to Section 92 of the Police Act 1996 Council Grant for Officers or Staff", has been negotiated by the council with the MPS centrally and locally with support from the council's legal service and contract lawyer. The s92 has provisions concerning the management of situations where in specific cases, mainly described as emergencies, supplied staff are re-deployed by the local police Borough Commander and how absences for sickness/training/annual leave etc are dealt with and the arrangements for reimbursement of the council in such cases.

### **3 CONSULTATION**

- 3.1. The Borough Commander for Central East Borough Command Unit (CE BCU) Detective Chief Superintendent James Conway. There are no changes regarding the provision of the services of the two police elements as a result of renewing this agreement. Full provision will be



made to ensure obligations to tenants are residents by the police officer resource paid for by the HRA and leaseholder's charges will continue to be met.

#### **4 EQUALITIES IMPLICATIONS**

- 4.1. There are no specific equalities implications related to this matter, however, police conduct their own equalities impact assessments for use of their powers and this partnership agreement will be regularly monitored. Should any issues arise giving concern about equality matters they will be addressed.

#### **5 OTHER STATUTORY IMPLICATIONS**

- 5.3. Best Value – This proposal provides best value to residents of the borough by ensuring that there are police with additional powers that the council can direct to enhance the fight against crime and ASB and paying a discounted fee for those officers. This is particularly significant now because of the wide ranging pressures upon the Metropolitan Police, particularly regarding recruitment and retention of officers.

#### **6 COMMENTS OF THE CHIEF FINANCE OFFICER**

- 6.4. The funding arrangement for policing in relations to 4 sergeants and 22 constables is £1.82m if all posts are filled for the whole year. Cost to the council will be adjusted for any vacancies for staffing and will be apportioned accordingly to the General Fund and the Housing Revenue Account (HRA).
- 6.2. The cost apportionment for General fund will be made up of 2 sergeants and 10 constables estimated at £0.84m if there are no vacancies. In years 2 and 3, costs are expected to be uplifted by inflation in accordance with the recommendations of the Police Remuneration Authority Review Board, this will be managed as part of annual budget setting process.
- 6.3. Cost apportionment for HRA will be made up of 2 sergeants and 12 constables estimated at £0.98m if there are no vacancies and will be partially funded through recharges to leaseholders. Cost of the policing service should it reach full establishment levels, is estimated to result in budget pressure of £0.1m and will need to be mitigated through offsetting in year cost reductions.

#### **7 COMMENTS OF LEGAL SERVICES**

- 7.1. S.92 of the Police Act 1996 allows the Council to make a grant to the Mayors Office For Policing and Crime for the purpose of funding policing.
- 7.2. The Council is still required to ensure that the use of the money achieves statutory Best Value. The attached grant agreement will allow the Council to monitor the use of the funds and ensure the purposes for which the money has been granted are met.
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## **Linked Reports, Appendices and Background Documents**

### **Linked Report**

- None.

### **Appendices**

- A. Partnership Taskforce Performance Data 2021/2024
- B. New consolidated Key Performance Indicators
- C. S.92 Police Act 2006 Agreement – Council Grant for Officers or Staff

### **Background Documents – Local Authorities (Executive Arrangements) (Access to Information)(England) Regulations 2012**

#### **Officer contact details for documents:**

- N/A

## Appendix A

PTF Performance Indicators 2021/22 to 2024/25 (to date)					
Indicator	Total	21/22	22/23	23/24	24/25

Patrol					
Uniformed patrols Hrs	35760	13345	7779	10169	4467
Plain clothes patrols Hrs	11070	4464	3843	1951	812

Referrals & Engagements					
Drug user engagements	1745	232	343	805	365
Referrals to DIP / SSMIT	279	59	41	120	59
Referrals to Mental health services	8	4	3	1	0
Referrals to Streetlink/Mungos/AM	14	7	1	6	0
Referrals to other services	12	7	3	2	0
Referrals to CMARAC	1	0	1	0	0
Resident Engagements	1113	1	117	798	197
Business Engagements	579		103	377	99
Hostel Visits	32	2	6	23	1
Case Conferences in support	0	0	0	0	0

Tools & Powers					
Arrests	358		110	169	79
ASBW's	987	353	416	193	25
PSPO seizures – Alcohol	13	6	2	5	0
PSPO seizures – Nox	215	18	118	61	18
CSAS Powers Enforcements	0	0	0	0	0
CPW's Issued	94	45	43	6	0
CPN's Issued	9	2	5	2	0
CBO's Obtained	2	1	1	0	0
Injunctions Obtained	0	0	0	0	0
Enforcements for breaching CPN's	54	18	24	9	3
Enforcements for breaching CBO's	15	3	9	3	0
Enforcements for breaching injunctions	7	3	1	1	2
PND's	114	16	39	53	6
Dispersal zone enforcements	16	2	7	7	0
Stop and account	2459	1239	528	418	274
Stop and searches	2250	646	630	733	241
POCA seizures	5	4	1	0	0
Value of POCA seizures	9735	1735	8000	0	0

Search warrants executed	<b>21</b>	7	9	5	0
Closure orders obtained	<b>1</b>	0	0	1	0
S59 notices	<b>46</b>	14	4	2	26
Vehicle seizures	<b>289</b>	48	51	122	68

<b>Drugs</b>					
Arrests for possession of drugs – Class A	<b>65</b>	19	14	23	9
Detections for possession of drugs – Class A	<b>241</b>	14	69	147	11
Arrests for PWITS - Class A	<b>57</b>	22	13	17	5
Detections for PWITS - Class A	<b>26</b>	14	8	2	2
Arrests for possession of drugs – Class B	<b>40</b>	13	19	4	4
Detections for possession of drugs – Class B	<b>191</b>	62	56	56	17
Arrests for PWITS - Class B	<b>37</b>	14	9	12	2
Detections for PWITS - Class B	<b>18</b>	6	4	5	3
Community resolutions	<b>166</b>	48	44	51	23

## Housing Police Team

<b>Police</b>	<b>2022/23</b>	<b>2023/24</b>
Number of Arrests	<b>293</b>	<b>209</b>
Number of Stop and Searches	<b>889</b>	<b>1007</b>
Number of ASB Warnings Issued	<b>606</b>	<b>441</b>
Community Resolutions	<b>153</b>	<b>224</b>
% Protocol Requests Provided Within Target (7 days and 2 days for Ex-Parte Applications <sup>1</sup>	<b>100%</b>	<b>100%</b>

<sup>1</sup> A local agreement for the service of legal papers such as for injunctions.

## Appendix B

### Consolidated Key Performance Indicators for the Tower Hamlets Taskforce – Police Teams

Consolidated Key Performance Indicators – LBTH Taskforce
Hours spent in uniform patrol
Hours spent in plain clothes patrol
Hours spent on LBTH Neighbourhood Estates
Number of arrests and nature of offences
Number and outcome of stop and searches
Number of ASB warnings issued
Number of CPN/CPWs <sup>1</sup>
Number of Section 59s <sup>2</sup>
Number of warrants
Number of community disposals (shown by categories)
Number of fixed penalty notices issued and for what offences
Staff attendance/sickness
Overtime expenditure

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<sup>1</sup> Community Protection Notices and Warnings

<sup>2</sup> Seizure of motor vehicles, use of which causes antisocial behaviour including drug dealing

## **Agreement**

Pursuant to Section 92 of the  
Police Act 1996 Council Grant for  
Officers or Staff

- (1) The Mayor's Office for Policing and Crime
- (2) London Borough of Tower Hamlets

Dated

Draft [NUMBER]: [DATE]

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**This agreement** is made the

**Between:**

- (1) The Mayor's Office for Policing and Crime (the **Authority**) 169 Union Street, Southwark, London SE1 0LL; and
- (2) London Borough of Tower Hamlets (the **Recipient**).

**Background:**

- (A) The Recipient wishes to provide a grant to the Authority to assist with the cost of providing Additional Personnel for police purposes in accordance with this Agreement.
- (B) The grant is being made to and accepted by the Authority pursuant to Section 92 of the Police Act 1996.
- (C) The Commissioner of the Police of the Metropolis (the **Commissioner**) has agreed that the grant will be made subject to the conditions set out in this Agreement.

**It is agreed** as follows:

**1 Definitions and interpretation**

- 1.1 In this Agreement, unless the context otherwise requires, the following words have the following meanings:

<b>Additional Personnel</b>	the additional personnel to be supplied to the Recipient by the Commissioner, supplementing existing police resources assigned to the Council Area, as specified in Schedule 1 (Additional Personnel)
<b>Agreement</b>	this Agreement (including any schedule to it)
<b>Bribery Act</b>	means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning this legislation
<b>Business Day</b>	any day on which clearing banks are open for business in the City of London (but not a Saturday or a Sunday)
<b>Commencement Date</b>	the date specified as such in Schedule 4 (Term)
<b>Confidential Information</b>	means all identifiable methodology, know-how, experience, data, Personal Data, databases, flow charts, reports, tables or other material produced in relation to this Agreement (including the negotiations leading to it) and any other information of whatever kind (whether commercial, technical, financial, operational or otherwise, whether communicated verbally, in writing, digitally, electronically or in any other form and whether or not expressly stated to be confidential) relating to a party including its operations, business, goods, suppliers and customers
<b>Contracting Authority</b>	means any contracting authority as defined in Regulation 2 of the Public Contracts Regulations 2015
<b>Controller</b>	shall have the meaning set out in the UK GDPR
<b>Council Area</b>	the geographical and administrative area of the Recipient
<b>Data Protection Legislation</b>	means the laws and regulations that apply to the Processing of Personal Data including (without limitation and to the extent applicable): <ol style="list-style-type: none"><li>(a) the UK GDPR;</li><li>(b) the Data Protection Act 2018;</li><li>(c) the EU GDPR;</li><li>(d) the Privacy and Electronic Communications (EC Directive) Regulations 2003;</li><li>(e) any replacement legislation coming into effect from time to time; and</li></ol>



<b>Data Subject</b>	(f) any code of practice or other guidance issued by any applicable regulatory authority
<b>Disclosing Party</b>	shall have the meaning set out in the UK GDPR for the purposes of Clause 9, the party disclosing Confidential Information and/or to whom Confidential Information relates
<b>Emergency</b>	any actual or threatened event or combination of events which because of its nature or magnitude justifies in the judgement of the Operational Commander the redeployment of all or any of the Additional Personnel at any time to the policing of the event or events in question and such an event shall include: <ul style="list-style-type: none"> <li>(a) an act of war;</li> <li>(b) an act of terrorism;</li> <li>(c) a fire, flood or other natural catastrophe;</li> <li>(d) an accident of exceptional magnitude or severity;</li> <li>(e) a riot or disturbance of exceptional magnitude or severity;</li> <li>(f) a public order event of exceptional magnitude or severity</li> <li>(g) a pandemic</li> </ul>
<b>Employment Emoluments</b>	all employment related outgoings including salaries, wages, bonus or commission, holiday pay, expenses, national insurance and pension contributions and any liability to taxation, including any penalty, fine, surcharge, interest, charges or costs relating thereto
<b>EU GDPR</b>	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regards to the processing of personal data and on the free movement of such data
<b>Exigencies of Duty</b>	as defined by Police Negotiating Board Circular 86/9 being "a pressing demand, need or requirement is perceived but is not reasonably avoidable and necessitates a change of roster"
<b>Expiry Date</b>	the date specified as such in Schedule 4 (Term)
<b>FOIA</b>	means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time and the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
<b>MPS</b>	means the Metropolitan Police Service or any servant or agent of the Metropolitan Police Service authorised to act on its behalf in respect of this Agreement
<b>MPS Contact Officer</b>	the person appointed by the Operational Commander pursuant to Clause 6.1 and notified to the Recipient
<b>Grant</b>	the grant of the sum specified in Schedule 2 (Grant Conditions) to be made by the Recipient to the Authority pursuant to Section 92 of the Police Act 1996 and to be paid in accordance with the provisions of Schedule 2 (Grant Conditions)
<b>High Demand Days</b>	means those days each year that have been declared by the MPS Public Order Branch that require a particularly high level of resource in order for the Commissioner to fully discharge their statutory

	responsibility for policing planned public order events.
<b>Information</b>	has the meaning given under section 84 of the Freedom of Information Act 2000;
<b>Objectives</b>	the purposes for which the Additional Personnel are to be provided, as specified in Schedule 3 (Objectives)
<b>Operational Commander</b>	the Commissioner or such other person as the Commissioner may appoint from time to time to command the policing of the Council Area
<b>Overtime</b>	time worked by any Additional Personnel as overtime where 'overtime' shall be given the meaning set out in Section 25 of The Police Regulations 2003
<b>Permitted Recipient</b>	an officer, employee, or professional advisor of the Receiving Party who has a legitimate need to receive and consider particular Confidential Information for the purposes of the Receiving Party exercising its rights and/or performing its obligations under this Agreement
<b>Personal Data</b>	shall have the meaning set out in the UK GDPR
<b>Personal Data Breach</b>	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data
<b>Process, Processed or Processing</b>	shall have the meaning set out in the UK GDPR
<b>Processor</b>	shall have the meaning set out in the UK GDPR
<b>Receiving Party</b>	for the purposes of Clause 9, the party receiving Confidential Information of the other party
<b>Recipient Contact Officer</b>	the person appointed by the Recipient pursuant to Clause 6.2 and notified to the Authority
<b>Recipient Chief Executive</b>	the Chief Executive of the Recipient
<b>Redundancy Costs</b>	means any pay in lieu of notice, statutory redundancy payment and any enhanced contractual redundancy payment
<b>TUPE Regulations</b>	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or superseded from time to time
<b>UK GDPR</b>	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018

- 1.2 In this Agreement, unless the context otherwise requires:
- 1.2.1 any reference to a statute or code of practice or a provision of a statute or code shall be construed as a reference to that statute, code or provisions as amended, re-enacted or extended at the relevant time;
  - 1.2.2 any reference to a person shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) or one or more of the foregoing;
  - 1.2.3 any reference to the singular shall include the plural and vice versa;
  - 1.2.4 any reference to the masculine gender shall include the feminine and neuter and vice versa;
  - 1.2.5 the table of contents and headings are inserted for ease of reference only and shall not affect the construction of this Agreement;
  - 1.2.6 references to any party to this Agreement include its successors-in-title and permitted assignees;
  - 1.2.7 any reference to "written" or "writing" includes faxes or other transitory forms;
  - 1.2.8 any phrase introduced by the terms "include", "including", "particularly" or "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## 2 Term

- 2.1 Subject to Clause 2.2 below and to earlier termination under Clause 4.3.2, Clause 8.1, Clause 8.2 or Clause 13.3, this Agreement shall commence on the Commencement Date and terminate automatically, without notice on the Expiry Date (the **Term**).
- 2.2 Subject to agreement between the parties on the amount of Grant payable for an extended term, the Term of this Agreement may be extended by agreement in writing between the parties.
- 3 Provision of Personnel**
- 3.1 For the avoidance of doubt, it is the belief of both the Authority and the Recipient that the TUPE Regulations do not apply to transfer the employment contracts of any individual employed by the Recipient or any sub-contractor or agent engaged by the Recipient or any other individual (a **Recipient Employee**) to the Authority on the Commencement Date or at any time thereafter.
- 3.2 If, contrary to clause 3.1, any Recipient Employee alleges that his/her employment has transferred to the Authority and/or if any Recipient Employee's employment does transfer to the Authority pursuant to the TUPE Regulations on the Commencement Date, or at any time thereafter, the Recipient shall indemnify the Authority and keep the Authority indemnified from and against all and any action, award, claim or other legal recourse, complaint, cost, debt, demand, expense, fine, liability, loss, outgoing, penalty or proceeding and any legal or professional fees and expenses on an indemnity basis that the Authority may suffer or incur arising out of or in relation to:
- 3.2.1 the Employment Emoluments in relation to any such Recipient Employee for up to six (6) months following such transfer;
- 3.2.2 the employment or termination of employment of any such Recipient Employee, including any Redundancy Costs (save that the Recipient shall not be responsible for liability arising through any failure of the Authority to follow a fair termination or redundancy process); and
- 3.2.3 the employment of any such Recipient Employee up to and including the date of transfer.
- 3.3 The Authority shall supply the Additional Personnel to the Recipient in accordance with and subject to the provisions of this Agreement.
- 3.4 Subject to the provisions of Clause 5 (Operational Control and Redeployment), the overall strategic objectives for the Additional Personnel will be determined by the MPS Contact Officer in consultation with the Recipient Contact Officer.
- 3.5 Any member of the Additional Personnel who is unable to attend for duty because of attendance in court, on obligatory training courses or because of any redeployment as a result of a High Demand Day, any Emergency or Exigencies of Duty will nevertheless be deemed to have been supplied to the Recipient.
- 3.6 Any member of the Additional Personnel who is unable to attend for duty because of sickness or injury will nevertheless be deemed to have been supplied to the Recipient provided that at least one of the following applies:
- 3.6.1 such absence does not last for more than 28 calendar days; or
- 3.6.2 such absence is due to injuries received in the course of duty pursuant to this Agreement; or
- 3.6.3 such absence lasts more than 28 days and is not due to injuries received in the course of duty pursuant to this Agreement but after consultation, the parties agree that there is a reasonable prospect of the relevant Additional Personnel returning to work in the near future.
- 3.7 The Authority shall procure that the Operational Commander uses all reasonable endeavours to ensure, through the application of his absence management policy, that absences because of sickness or injury are kept to a minimum.
- 3.8 Where any member of the Additional Personnel is unable to attend for duty because of sickness or injury and none of the circumstances set out in Clauses 3.6.1, 3.6.2 or 3.6.3 applies then as the Recipient's sole remedy:
- 3.8.1 the Authority will use its reasonable endeavours to provide replacement personnel; and
- 3.8.2 for any period of time where any replacement personnel are not provided, the Grant shall be reduced on a pro-rata basis.
- 3.9 The Authority shall provide appropriate equipment, training, accommodation, technical and support services to ensure the effective delivery of the Additional Personnel.

- 3.10 The Additional Personnel will be selected by the Operational Commander in accordance with the recruitment procedures and standards which apply in relation to the MPS from time to time.
- 3.11 The Recipient acknowledges that the Grant does not cover Overtime. Any Overtime requested by the Recipient will result in an increase to the Grant payable pursuant to this Agreement and this will be calculated in accordance with the applicable Overtime rates referred to in Paragraph 10 of Schedule 2 (Grant Conditions), calculated pro-rata on an hourly basis. For the avoidance of doubt, any Overtime incurred as a result of a police deployment that is not subject to a request from the Recipient will be borne by the Authority.
- 3.12 Save as otherwise set out in this Agreement, the Recipient may not provide, or charge for the provision of, the Additional Personnel in relation to any commercial events/premises and if a commercial event arises where special policing is required the Recipient will refer the relevant third party to the Authority.

#### **4 Payment of Grant**

- 4.1 The Authority shall be entitled to raise invoices for instalments of the Grant and the Recipient shall pay the Grant to the Authority in accordance with Schedule 2 (Grant Conditions).
- 4.2 The Recipient shall pay all invoices, without any set-off or deduction, within 30 days of the date of the invoice.
- 4.3 Should the Recipient fail to pay invoices due under this Agreement the Authority shall be entitled:
  - 4.3.1 to charge interest upon the amount outstanding at the rate of statutory interest applicable for the time being pursuant to Section 6(1) of the Late Payment of Commercial Debts (Interest) Act 1998 in respect of the number of days between and including the due date of payment of the said invoice and the date upon which it is actually paid;
  - 4.3.2 to suspend the provision of the Additional Personnel and/or terminate this Agreement; and/or
  - 4.3.3 to recover from the Recipient all losses of whatever nature reasonably incurred in connection with the recovery of the sums specified in Clause 4.3.1 above and upon demand in writing, the Recipient shall pay the same within ten days of that demand.
- 4.4 The Authority shall procure that the Operational Commander shall use the Grant solely to meet the cost of providing the Additional Personnel for the purpose of meeting the Objectives.

#### **5 Operational Control and Redeployment**

- 5.1 The Commissioner and/or the Operational Commander may in their discretion redeploy some or all of the Additional Personnel:
  - 5.1.1 in the case of a High Demand Day and for the duration of that High Demand Day whereby the Authority shall procure that the Operational Commander will use all reasonable endeavours to notify the Recipient Contact Officer in advance of such redeployment;
  - 5.1.2 in the case of an Emergency and for the duration of that Emergency and where time permits, the Authority shall procure that the Operational Commander will consult the Recipient Contact Officer before making such a redeployment;
  - 5.1.3 at any time to meet operational requirements and/or Exigencies of Duty
- 5.2 The Recipient agrees that nothing in this Agreement shall affect, fetter or otherwise qualify the discretion of the Commissioner or Operational Commander to deploy or redeploy the Additional Personnel as they deem appropriate.
- 5.3 The Grant payable shall be reduced on a pro-rata basis in accordance with the formula detailed in Paragraph 9, Schedule 2 (Grant Conditions) where any or all of the Additional Personnel are not provided or are deployed other than in accordance with Clause 3.5 (except in the case of High Demand Days, an Emergency or in relation to Exigencies of Duty);
- 5.4 Subject to Clause 5.3, the Recipient will not be entitled to compensation or to withhold payment of the Grant in relation to any period of redeployment of all or part of the Additional Personnel in accordance with the terms of this Agreement. The Authority shall procure that the Operational Commander will use reasonable endeavours to keep any such period of redeployment as short as reasonably practicable.
- 5.5 The Additional Personnel will remain under the control of the Commissioner, and their managerial control and direction will be the responsibility of the Operational Commander.

- 5.6 The Additional Personnel will not be under the control or direction of the Recipient and will act on the basis of their professional judgment and their own initiative in accordance with their statutory and common law powers and the standards and requirements of the MPS.

## **6 Governance**

- 6.1 The Authority shall appoint the MPS Contact Officer to represent the Authority as follows:

6.1.1 in respect of all day to day matters relating to this Agreement; and

6.1.2 to liaise with the Recipient Contact Officer.

- 6.2 The Recipient shall appoint the Recipient Contact Officer to represent the Recipient as follows:

6.2.1 in respect of all day to day matters relating to this Agreement; and

6.2.2 to liaise with the MPS Contact Officer.

- 6.3 The Operational Commander shall be responsible for all financial matters relating to the Additional Personnel, including the resolution of any related disputes.

## **7 Monitoring and reporting**

- 7.1 The Authority (acting through the Operational Commander) shall and the Recipient shall establish and maintain appropriate mechanisms to monitor the effectiveness of the Additional Personnel in meeting the Objectives.

## **8 Termination**

- 8.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate this Agreement immediately by notice in writing if:

8.1.1 the other party commits a material breach of this Agreement and, in the case of a breach capable of remedy, fails to remedy the breach within 30 days of written notice specifying the breach and requiring its remedy; or

8.1.2 the other party 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.

- 8.2 Either party may at any time terminate this Agreement by serving on the other not less than six (6) months' notice in writing.

- 8.3 Upon termination of this Agreement for any reason:

8.3.1 Subject to Clause 8.4, any outstanding Grant payments shall remain due and payable to the Authority by the Recipient in accordance with the terms of this Agreement; and

8.3.2 each party shall return to the other all Confidential Information belonging to it.

- 8.4 Where this Agreement is terminated pursuant to Clause 8.2 or by the Recipient pursuant to Clause 8.1.1 the Grant payable by the Recipient shall be adjusted (using the formula detailed in Paragraph 8 of Schedule 2 (Grant Conditions)) so that the Recipient is liable to pay a pro-rata proportion of the Grant. The Recipient shall pay any amount outstanding in relation to the adjusted Grant on the effective date of termination.

## **9 Confidential Information**

- 9.1 Subject to Clause 9.1, the Receiving Party undertakes to the Disclosing Party that:

9.1.1 it shall treat and safeguard as private and confidential all Confidential Information;

9.1.2 it 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 it shall not at any time disclose or reveal any part of the Confidential Information to any person other than a Permitted Recipient;

9.1.4 it shall ensure that each Permitted Recipient to whom Confidential Information is to be disclosed is made aware of and observes the terms of this Clause 9.1 as if that person had given the undertakings contained in this Clause 9.1 directly;

9.1.5 it shall immediately upon written request by the Disclosing Party deliver to the Disclosing Party a list of all individuals to whom the Confidential Information has been disclosed.

- 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 Receiving Party;

9.2.2 was in the possession of the Receiving Party, without restriction as to its disclosure, before receiving it from the Disclosing Party;

9.2.3 is received from a third party (who lawfully acquired it) without restriction as to its disclosure;

- 9.2.4 was created independently by the Receiving Party, without access to the Confidential Information, as demonstrated by documentary evidence to the reasonable satisfaction of the Disclosing Party;
- 9.2.5 is required to be disclosed by law or by order of a court of competent jurisdiction or other competent authority provided that (to the extent it is permitted to do so) the Receiving Party gives all reasonable notice of that disclosure to the Disclosing Party.

## **10 Data Protection**

- 10.1 Where either party Processes Personal Data on behalf of the other party in relation to this agreement, the provisions of this clause shall apply. Prior to carrying out any such Processing the parties shall complete the information specified in Schedule 5 (Data Processing Activities) and shall keep such information updated throughout the term of the agreement.
- 10.2 The parties agree and acknowledge that the Controller alone shall determine the purposes for which, and the manner in which, the Personal Data disclosed by that Controller is, or is to be, Processed under this agreement.
- 10.3 Each party warrants that it has in place, and undertakes that it shall maintain, appropriate technical and organisational measures to ensure that the Processing of Personal Data by that party in connection with this agreement meets the requirements of the Data Protection Legislation, including ensuring the protection of the rights of Data Subjects in accordance with the Data Protection Legislation.
- 10.4 A description of the Personal Data and the Processing activities undertaken by the Processor is set out in Schedule 5 (Data Processing Activities).
- 10.5 To the extent that the Processor Processes Personal Data on behalf of the Controller in connection with this agreement, the Processor shall:
  - 10.5.1 solely Process the Personal Data for the purposes of fulfilling its obligations under this agreement and in compliance with the Controller's written instructions as set out in this agreement (including Schedule 5 (Data Processing Activities)) and as may be specified from time to time in writing by the Controller;
  - 10.5.2 notify the Controller immediately if any instructions of the Controller relating to the Processing of Personal Data are unlawful;
  - 10.5.3 not transfer any Personal Data to, or access any Personal Data from, a country outside the United Kingdom or the European Economic Area without the prior written consent of the Controller;
  - 10.5.4 comply with the Controller's instructions in relation to transfers of Personal Data to a country outside the United Kingdom or the European Economic Area, unless the Processor is required pursuant to applicable laws to transfer Personal Data outside the United Kingdom or the European Economic Area, in which case the Processor shall inform the Controller in writing of the relevant legal requirement before any such transfer occurs unless the relevant law prohibits such notification on important grounds of public interest;
  - 10.5.5 ensure that any persons used by the Processor to Process Personal Data are subject to legally binding obligations of confidentiality in relation to the Personal Data;
  - 10.5.6 not engage any sub-contractor to carry out any Processing of Personal Data without the prior written consent of the Controller, provided that, notwithstanding any such consent, the Processor shall remain liable for compliance with all the requirements of this agreement, including in relation to the Processing of Personal Data;
  - 10.5.7 ensure that obligations equivalent to the obligations set out in this clause are included in all contracts between the Processor and permitted sub-contractors who will be Processing Personal Data;
  - 10.5.8 take appropriate technical and organisational measures against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data taking into account the harm that might result from such unauthorised or unlawful Processing, loss, destruction or damage and the nature of the Personal Data to be protected, including, without limitation, all such measures that may be required to ensure compliance with the Data Protection Legislation;

- 10.5.9 taking into account the nature of the data Processing activities undertaken by the Processor, provide all possible assistance and co-operation (including without limitation putting in place appropriate technical and organisations measures) to enable the Controller to fulfil its obligations to respond to requests from Data Subjects exercising their rights under the Data Protection Legislation;
- 10.5.10 maintain a record of its Processing activities in accordance with the Data Protection Legislation and promptly provide a copy of such a record to the Controller upon request by the Controller;
- 10.5.11 assist the Controller in ensuring compliance with the obligations set out in the Data Protection Legislation taking into account the nature of the Processing undertaken by the Processor and the information available to the Processor;
- 10.5.12 ensure that it has in place appropriate technical and organisational measures to ensure that Processing of Personal Data carried out by the Processor in connection with this agreement meets the requirements of the Data Protection Legislation and ensures protection of the rights of Data Subjects under the Data Protection Legislation;
- 10.5.13 notify the Controller immediately in writing if:
  - (a) the Processor or any sub-contractor engaged by on behalf of the Processor suffers a Personal Data Breach; or
  - (b) the Processor or any sub-contractor engaged by on behalf of the Processor receives any notification of a Personal Data Breach, complaint, notice or communication which relates directly or indirectly to the Processing of the Personal Data or to either party's compliance with the Data Protection Legislation.

and in each case the Processor shall provide full co-operation, information and assistance to the Controller in relation to any such Personal Data Breach, complaint, notice or communication;

- 10.5.14 upon termination of this agreement, at the choice of the Controller, securely delete or return all Personal Data to the Controller and securely delete all existing copies of the Personal Data unless and to the extent that the Processor is required to retain copies of the Personal Data in accordance with applicable laws, in which case the Processor shall notify the Controller in writing of the applicable laws which require the Personal Data to be retained. In the event that the Personal Data is deleted or destroyed by the Processor, the Processor shall provide the Controller with a certificate of destruction evidencing that the Personal Data has been securely destroyed or deleted;
- 10.5.15 make available to the Controller all information necessary to demonstrate compliance with the obligations set out in this clause and allow for and contribute to audits, including inspections, conducted by or on behalf of the Controller or by the Information Commissioner's Office pursuant to the Data Protection Legislation; and
- 10.5.16 upon request, allow the Controller, the Information Commissioner's Office and its representative's access to the Processor's premises, records and personnel solely for the purposes of assessing the Processor's compliance with its obligations under this Data Protection clause.

## **11 Freedom of Information and Transparency**

11.1 The parties both acknowledge:

- 11.1.1 they are public authorities for the purposes of the FOIA and that, as such, they are required to make information available to the public either through their publication scheme or on request;
- 11.1.2 the names of both parties, the resources provided, the value and the purpose of this Agreement may be published through their publication scheme; and
- 11.1.3 details of the Grant and this Agreement may be disclosed by the parties pursuant to the FOIA.

11.2 The parties acknowledge that (where applicable) the Elected Local Policing Bodies (Specified Information) Order 2011 (the **Order**) as amended shall apply. Each party hereby consents to the other party publishing the contents of this Agreement (**Agreement Information**) in accordance with the Order. The parties may in their absolute discretion redact all or part of the Agreement Information prior to its publication.

- 11.3 The parties shall use all reasonable endeavours to agree a protocol as to how their obligations under the FOIA shall be applied in relation to the matters contemplated by this Agreement, which shall include whether and to what extent any of the information that they hold is exempt from disclosure under the FOIA.
- 11.4 Notwithstanding the provisions of Clause 11.3, the parties acknowledge and agree that the party receiving a request under the FOIA shall be entitled to decide whether to disclose information at its absolute discretion.
- 12 Dispute Resolution**
- 12.1 Any dispute (other than a dispute referred to in Clauses 6.3 and 13.4) arising out of or in respect of this Agreement shall be referred for resolution to the MPS Contact Officer and the Recipient Contact Officer.
- 12.2 Any dispute unresolved within twenty (20) Business Days of referral (either pursuant to Clause 12.1 or Clause 6.3) shall be referred to the Operational Commander and the Recipient Chief Executive.
- 13 Prevention of Corruption**
- 13.1 Each party warrants that this Agreement has not been obtained or entered into as a result of an offence committed under section 1, 2 or 6 of the Bribery Act 2010 or under section 117(2) of the Local Government Act 1972.
- 13.2 Each party shall:
- 13.2.1 at all times comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; and
- 13.2.2 not enter into this Agreement or any other agreement with the other party in connection with which commission has been paid or agreed to be paid by it or on its behalf or to its knowledge, unless before the Agreement is made particulars of any such commission and the terms and conditions of any agreement for the payment thereof have been disclosed in writing.
- 13.3 Any breach of this clause by a party or anyone employed by it acting on its behalf (whether with or without the knowledge of the relevant party) or the commission of any offence by a party or by anyone employed by it or acting on its behalf under the Bribery Act 2010, in relation to this or any other agreement with the other party shall entitle the other party to terminate this Agreement and recover from the breaching party any losses associated with such termination.
- 13.4 Any dispute, difference or question arising in respect of the interpretation of this Clause (except so far as the same may relate to the amount recoverable from the breaching party under the Clause in respect of any losses resulting from such termination of this Agreement), the right of a party to terminate this Agreement, or the amount of value of any such gift, consideration or commission shall be decided by the innocent party, whose decision shall be final and conclusive.
- 14 General**
- 14.1 This Agreement shall constitute the entire agreement and understanding, and shall supersede any previous agreement(s), between the parties in connection with the subject matter of this Agreement.
- 14.2 No variation to this Agreement shall be effective unless made in writing and signed by authorised representatives of both parties.
- 14.3 The Authority (or its statutory successor) may at any time assign, novate or otherwise dispose of its rights and obligations under the Agreement or any part thereof subject to the consent of the Recipient, such consent not to be unreasonably withheld or delayed provided that the Recipient agrees that it shall not be entitled to withhold its consent where:
- 14.3.1 such assignment, novation or disposal is to any Contracting Authority or other public body which substantially performs any of the functions that previously had been performed by the Authority (the **Transferee**); and
- 14.3.2 such assignment, novation or disposal shall not increase the burden of the Recipient's obligations under the Agreement.
- 14.4 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not, subject to clause 14.3, affect the validity of the Agreement. In such circumstances, the Agreement shall bind and inure to the benefit of any successor body to the Authority.
- 14.5 On condition that the Transferee undertakes for the benefit of the Recipient to perform with effect from the date this Agreement came into force all of the obligations of the Authority



under this Agreement in place of the Authority, the Recipient shall accept such performance and shall release the Authority from any and all obligations and liability under this Agreement whether arising before, on or after the date of novation as if the Transferee had been a party to this Agreement instead of the Authority as from the date on which this Agreement came into force.

- 14.6 For the purposes of giving effect to Clauses 14.3, 14.4 and 14.5 the Recipient shall execute and do (or procure to be executed or done by any other necessary person) all such deeds, documents, acts and things as the Authority may from time to time reasonably require.
- 14.7 Subject to Clauses 14.3 to 14.6 inclusive, neither party shall be entitled to assign, sub-contract or otherwise dispose of any of its rights or obligations under this Agreement without the prior written consent of the other party.
- 14.8 Nothing in this Agreement shall constitute any partnership between any of the parties or be deemed to have created any relationship of agency between them and unless expressly stated in this Agreement neither party shall have the authority to contract on behalf of or otherwise bind the other in any way.
- 14.9 No delay or failure on the part of either party in enforcing any provision in this Agreement shall be deemed to operate as a waiver or create a precedent or in any way prejudice that party's rights under this Agreement, nor shall any single or partial exercise of any right or remedy in any circumstances preclude any other or further exercise of it or the exercise of any other right of remedy.
- 14.10 If any provision in this Agreement is declared void or unenforceable by any court or other body of competent jurisdiction, or is otherwise rendered so by any applicable law, that provision shall to the extent of such invalidity or unenforceability be deemed severable and all other provisions of this Agreement not affected by such invalidity or unenforceability shall remain in full force and effect.
- 14.11 This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement and any party may enter into this Agreement by executing any such counterpart.
- 14.12 Unless expressly stated in this Agreement, nothing in this Agreement shall confer any rights on any person under the Contracts (Rights of Third Parties) Act 1999.
- 14.13 This Agreement shall be governed by and construed in accordance with the law of England and Wales and any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales, to which each of the parties irrevocably submits.

**This agreement** has been signed on the date appearing at the top of page 1.

Signature page to the Agreement between The Mayor's Office for Policing and Crime and London Borough of Tower Hamlets

Signed by \_\_\_\_\_ )  
**The Mayor's Office for Policing and Crime**)

Signed by \_\_\_\_\_ )  
**[Name]** \_\_\_\_\_ )  
for and on behalf of \_\_\_\_\_ )  
**London Borough of Tower Hamlets** \_\_\_\_\_ )

**Schedule 1**  
**Additional Personnel**

Additional Personnel provided will operate as two teams under this agreement as detailed below,

**Tower Hamlets Task Force 1 (THTF1) = Total x 14 officers, as follows**

Two (2) Police Sergeants

Twelve (12) Police Constables

**Tower Hamlets Task Force 2 (THTF2) = Total x 12 officers, as follows**

Two (2) Police Sergeants

Ten (10) Police Constables

## Schedule 2 Grant Conditions

- 1 The Grant payable by the Recipient is based on the annual rates detailed in the table below for the relevant rank of police officers being supplied pursuant to this Agreement as Additional Personnel:

Additional Personnel	Financial Year	
	1 April 2024 - 31 March 2025 £	1 April 2025 – 31 March 2026 £
Constable	£67,750	tbc
Sergeant	£81,250	tbc
Inspector	£97,250	tbc

- 2 The Grant shall be £1,815,000 in Year 1 (1/4/24 – 31/3/25) plus any increases to the Grant incurred pursuant to Clause 3.11 of this Agreement. In accordance with Clause 4.4, the Authority agrees to procure that the Grant is used solely for the cost of providing the Additional Personnel for the purpose of meeting the Objectives.
- 3 The Grant payable by the Recipient for 2025/26 and 2026/27 shall be the amount paid for the previous year plus any increase for the subsequent year in accordance with the recommendations from the Police Remuneration Review Body (**PRRB**) on police pay and allowances.
- 4 The rates for 2025/26 and 2026/27 shall be confirmed by the Authority to the Recipient no later than 31<sup>st</sup> December of the preceding year. In the event that these rates are not acceptable to the Recipient, consideration will be given to reduce the notice period outlined at Clause 8.2 of this Agreement for early termination upon receipt of the request within 2 weeks of notification.
- 5 The Grant shall be paid quarterly in arrears.
- 6 The amount of the Grant payable quarterly shall be one quarter of the annual Grant.
- 7 If VAT is chargeable on each instalment of the Grant it shall also be payable by the Recipient at the rate applying on the date that the related invoice is raised.
- 8 Where this Agreement is terminated pursuant to Clause 8.2 or Clause 8.1.1 by the Recipient, the Grant payable by the Recipient shall be adjusted as follows:
- 8.1  $\text{Grant} = \text{Grant} \times (\text{number of days from the Commencement Date until the effective date of termination} / \text{number of days from the Commencement Date until the Expiry Date})$ .
- 9 Where any or all of the Additional Personnel are not provided or are redeployed other than in the circumstances envisaged in Clause 3.5 (each an **Absent Officer**) the Grant payable by the Recipient shall be reduced on a pro-rata basis in respect of each Absent Officer in accordance with the following formula:
- 9.1 Daily rate (annual rate/effective days) x number of days for which the Absent Officer is not provided.
- Where:
- 9.1.1 the annual rate is the Grant payable in respect of the Additional Personnel in a financial year (as set out above); and
- 9.1.2 Effective days means the number of working days workable by the relevant Additional Personnel in a financial year (in accordance with guidance issued by the National Police Chiefs Council and Bluelight Commercial taking into account deductions for rest days, annual leave, average sickness, bank holidays and training days).
- 10 If Overtime costs are to be paid in accordance with Clause 3.11, the relevant hourly Overtime rates of the Authority as notified to the Recipient, inclusive of Earnings Related National Insurance Contribution (ERNIC) and unsocial hours payments where appropriate will be payable by the Recipient in respect of each Sergeant or Constable supplied.
- 11 The table below details the amount of the Grant (allocated as at the Start Date) intended to cover the cost of Overtime incurred by the Additional MPS Personnel and will also support the cost of additional transport and equipment as required to ensure the objectives of this agreement are met. Expenditure in these areas shall not exceed the amounts for each year as set out in the table below without prior written agreement of the LBTH Contact Officer.

Year	Amount
2024/25	£250,000
2025/26	£250,000

2026/27	£250,000
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### **Schedule 3 The Objectives**

#### **1. The Tower Hamlets Task Force**

- 1.1 The officers supplied under this agreement will form the Tower Hamlets Task Force (THTF).
- 1.2 The THTF will consist in total of Four (4) Sergeants and twenty-two (22) Constables. These will be divided into the following; THTF1 (2+12) working as two teams of six (6) Constables, each led by a Sergeant and THTF2 (2+10), working as two teams of five (5) Constables, each led by a Sergeant
- 1.3 Subject to being at full strength, each team that is on duty will have a minimum strength per day of 3 officers excluding Bank Holidays. Bank Holiday strengths will be agreed by the MPS Contact Officer and the London Borough of Tower Hamlets (LBTH) Contact Officer, subject to known demands and intelligence. Schedule 2 outlines overtime rates.
- 1.4 Subject to Clause 5.1 of this agreement, team strength will be maintained except for New Year's Eve and the Notting Hill Carnival.
- 1.5 The THTF will be based at Bethnal Green Police Station.
- 1.6 THTF officers will be recruited on a two-year tenure, extendable by one year.
- 1.7 Where possible the provision of officers on the THTF will be representative of the Borough Operational Command Unit's service profile
- 1.8 No officers will be posted to the THTF if they are on recuperative duty or restricted from undertaking operational policing at the time of posting.
- 1.9 Tower Hamlets Council will provide training for the THTF on relevant legislation and procedures.
- 1.10 Where appropriate plain clothes work can also be undertaken. There is a non-binding aim to achieve an average of 80% uniform duties. This aim will be reviewed at the monitoring meeting.
- 1.11 The THTF will provide a daily return of activity & actions recorded on Box and sent to LBTH Manager via email as agreed with the MPS Contact Officer.

#### **2. Role of the THTF**

- 2.1 The THTF will provide support to local policing and Community Safety Partnership priorities. This will include proactive operations to target crime related ASB, neighbourhood crimes, drug dealing and drug use on the borough with a view to significantly reduce levels of crime and ASB in Tower Hamlets, regularly working in partnership and supporting LBTH teams.
- 2.2 The THTF role will include, but is not limited to intelligence led uniformed patrols, Stop and Searches, enforcement of Closure Orders and Community Protection Notices.

- 2.3 The THTF will focus on reducing crime and ASB and increase trust and confidence by providing additional visible uniformed presence on the borough, with a particular emphasis on tackling issues impacting on LBTH residents and businesses.

### **3. Tasking**

- 3.1 The THTF will be tasked as agreed fortnightly by LBTH and the MPS, at the 4 'Localities' meetings, attended by the Inspector Partnership, who will provide the necessary oversight of the teams and reduce any conflicting priorities.
- 3.2 The monthly Local Tasking Coordination Group (LTCG) Meeting will be jointly chaired by the LBTH Safer Neighbourhood Operations Head of Service and Ch Insp Partnership. The LTCG will review the monthly monitoring and performance data detailed at 4.2.
- 3.3 Taskings will be a combination of evidence gathering and targeted work, using tools and powers in hot spot/high profile locations to reassure residents and businesses.
- 3.4 Any urgent variance of tasking will be by authority of the MPS Contact Officer and in consultation with the LTCG Chair or LBTH Contact Officer where possible, in the rare case this is not obtained in advance, the LTCG Chair and LBTH Contact Officer will be informed as soon as possible. To ensure officers are performing their allocated tasks, any urgent variances shall be discussed at the next LTCG thereafter to assess if any tasking change is required, or why a change was needed so urgently.
- 3.5 LBTH receives "fast time" information, therefore, LBTH Managers will maintain regular contact with the THTF and have the authority to task the THTF to priorities as listed under the role of the THTF, as listed at 2.1 – 2.3.

### **4. Performance Monitoring**

- 4.1 Results from taskings will be reported to the LTCG.
- 4.2 The MPS will, in respect of the THTF, maintain monitoring and performance information concerning the following areas:
- Hours spent in Uniform
  - Hours spent in Plain Clothes
  - Hours spent on LBTH Neighbourhood Estates
  - Number of arrests and Nature of Offences
  - Number and outcome of stop and searches
  - Number of ASB warnings issued
  - Number of CPN/CPWs
  - Number of Section 59s
  - Number of Warrants
  - Number of Community Disposals (shown by categories)
  - Number of Fixed Penalty notices issued and for what offences
  - Staff attendance / sickness
  - Overtime expenditure

- 4.3 The performance information in 4.2 will be provided by the police at the monthly contract monitoring meeting. The frequency of such meetings may be reduced or increased during the term of this Agreement to such reasonable frequency as LBTH may request from time to time, subject to both parties' agreement.
- 4.4 An annual satisfaction survey will be carried out by LBTH to include
- How safe residents feel living on the borough.
  - Drug use & dealing is a problem in the Neighbourhood.
- 4.5 The MPS will maintain a record of any good news stories about these that will be passed to LBTH and MPS communications teams.

## **5. Review**

- 5.1 The Objectives will be reviewed annually, and any necessary changes agreed between the parties should be made in writing.

Whilst the Recipient and the Authority are committed to the delivery and achievement of the Objectives listed in this schedule, it is recognised by both parties that they are aspirational and will not in any way affect the payment of, or value of the Grant as specified in Schedule 2 (Grant Conditions).

**Schedule 4**  
**Term**

- 1 The Commencement Date shall be 1 April 2024.
- 2 The Expiry Date shall be 31 March 2027.



## Schedule 5

### Data Processing Activities

This Schedule shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are: [Insert Contact details]
2. The contact details of the Processor's Data Protection Officer are: [Insert Contact details]
3. The Processor shall comply with any further written instructions with respect to Processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

<b>Identity of the Controller and Processor</b>	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Recipient is the Processor. [Guidance: You may need to vary this section where (in the rare case) the Authority and Recipient have a different relationship. For example where the Parties are Joint Controllers of certain Personal Data, in addition to there being a Controller to Processor relationship in relation to other Personal Data.]
<b>Subject matter of the Processing</b>	The personal data will only be used for the investigation, prevention and detection of ASB and crime.
<b>Type of Personal Data being Processed</b>	<b>Personal Data</b> <ul style="list-style-type: none"> <li>• Name;</li> <li>• Address;</li> <li>• Date of birth;</li> </ul>
<b>Categories of Data Subjects</b>	The personal data will be obtained from individuals who are involved / concerned in ASB. No special category data is being processed.
<b>Processing Operations</b>	Information will be shared with Tower Hamlets Council only upon request made by the ASB manager or their appointed deputy. This request will be made via the local disclosure process, which includes the following: <ul style="list-style-type: none"> <li>• Information must be recorded on the approved request/feedback form.</li> <li>• The response must be checked and signed off by a line supervisor.</li> <li>• Information must be sent by hand delivery, Royal Mail post or via secure email (CJSM).</li> <li>• A Crimint must be created confirming that information has been shared with the original request and response added as attachments.</li> </ul> The original paper copies must be filed on the BCU kept for seven years.
<b>Location of Processing Operations</b>	The personal data will be located on MPS indices in accordance with MPS policy and will be shared upon request via a secured email in accordance with the process outlined on the DPIA
<b>Identity of sub-contractors</b>	N/A
<b>Nature and purposes of the Processing</b>	The purpose of sharing personal data is to jointly manage with LBTH individuals who come to police

	notice re matters relating to ASB. This joint partnership approach will help ensure that all is being done to provide a safe environment for the public
<b>Duration of the Processing</b>	The data processing activities will take place for a 12 month period, which will be reviewed for an extension thereafter.
<b>Plan for return and destruction of the data once the Processing is complete UNLESS requirement under union or member state law to preserve that type of data</b>	[Describe how long the data will be retained for and how it be returned or destroyed]