

AGREEMENT REGARDING THE PROVISION OF SPECIAL POLICE SERVICES (“the Agreement”) (DRAFT)

Date of the Agreement

The day of 201?.

The Parties

The Chief Constable of ???????? Police (“the Police”)

Event Organiser of Address (“the Organiser”)

The Event

“The Event” means the *Whatever Festival 2014*, at *Location* scheduled to be open to the public between *Dates*

The Event Site

“The Event Site” means the land used for the purposes of the Event, including all temporary structures erected thereon as is shown on the plan, a copy of which is at Schedule 1 to this agreement.

The Safety Advisory Group

The Safety Advisory Group (referred to in this agreement as “the SAG”) means the group of persons who are representatives of the police, the organiser, ??????? Borough Council and various other statutory and non-statutory bodies which meets to discuss and advise on all matters relating to safety at the Event.

The Licensing Authority

“The Licensing Authority” has the meaning ascribed to it by the Licensing Act 2003 which is currently ????????? District Council.

Terms of agreement

The Organiser hereby requests the Police to provide Special Police Services pursuant to section 25 of the Police Act 1996 and the Police hereby agree to provide the same in respect of the Event, subject to the following terms and conditions:

1. **The particulars of the Special Police Services** that have been requested by the Organiser and which the Police have agreed to provide are set out in Schedule 2 to the Agreement.
2. **Unless there has been a Transfer of Responsibilities** pursuant to clause 5 of the Agreement (and only for so long as the said Transfer of Responsibilities remains and only to the extent of the same), the Organiser will:-

- 2.1 Take prime responsibility for ensuring and protecting the health, safety and welfare of all persons on the Event Site, including the general public,
- 2.2 Accepting that there may be exceptional unseen circumstances that can occur that require changes, ensure that the Event is run in accordance with the final versions of the Event Management Plan (and its constituent parts as described in the Premises Licence relating to the Event), copies of which have been provided to the police and in accordance with the Premises Licence granted in respect of part of the Event Site, pursuant to the Licensing Act 2003, including in particular but not limited to conditions relating to event safety planning, traffic management and emergency/contingency plans.

3. In any event, the Organiser will:-

- 3.1 Appoint named individuals as Gold / Strategic, Silver / Tactical and Bronze / Operational Commanders “the Organiser’s Commanders”). Unless the Police and the Licensing Authority are advised to the contrary for the purposes of the Event the Organiser’s Gold / Strategic Commander will be *NAME AND CAPACITY* and the Silver / Tactical Commanders will be *NAMES AND CAPACITIES*. Individual Bronze / Operational Commanders will be appointed with specific responsibilities as set out in the overall Event Management Plan and related appendix.
- 3.2 The organiser agrees to arrange appropriate meetings with police and other agencies, one of which should precede the event by a few days to check final site arrangements if applicable. Regular and pre-agreed meetings should take place pre and during the event at appropriate times. For instance, a meeting 30-60 minutes before public access to agree the site is suitable or will be ready in time, a meeting prior to the main entertainment finishing ascertaining any departure issues for the public. The Organiser will ensure that at least one of the Organiser’s Gold / Strategic and/or Silver / Tactical Commanders will attend each such meeting and, if requested by the Police, shall arrange further such meetings during the course of the event as the Police may consider necessary. The organiser shall also ensure that an accurate note is taken of any discussion at such meetings, including actions and decisions and make those available to the Police as soon as reasonably practicable and in any case prior to the next meeting. No payment will be made to the Police for their attendance at these meetings.
- 3.3 Provide the police sufficient radios of the type used by the security and stewarding staff working at the Event to allow all officers present on site pursuant to the Agreement to have or have immediate access to a radio.
- 3.4 Ensure that one of the radio channels is dedicated for use by the police and otherwise only in the case of an emergency, including but not limited to the reporting of crime or requests for assistance from other security personnel or the police.
- 3.5 Provide free admission (including parking if available) and accommodation to the Police whilst on duty at the Event, the accommodation to be a similar level of accommodation and welfare facilities as those organising the event and may be within shared accommodation with shared facilities as the organiser. If for any reason, it is necessary to deploy any particular police officer on site for longer than 8 continuous hours, the Organiser will make arrangements for the Officers concerned to have access to a hot meal and (non-alcoholic) beverage.

- 3.6 Provide a Control Room from which the Organiser's security, stewarding, safety, emergency and other plans will be co-ordinated, including radio communications and CCTV. The control room shall be manned by the Organiser 24 hours a day for the duration of the Event.
- 3.7 Provide the Police access to the Organiser's control room and access to all CCTV recordings and live radio transmissions.
- 3.8 Permit the Police to make use of the Control Room in the event of a Transfer of Responsibilities for the duration of the Transfer but only to its extent, if the transfer applies to part only of the Event Site.

4. The Police and the Organisers mutually agree that :

- 4.1 They will throughout the Event, exchange information and intelligence about any and all incidents that have or may take place involving the commission of a criminal offence, whether formally reported or not. Unless agreed to the contrary, the exchange of information will take place during the meetings referred to in clause 3.2 hereof, provided that nothing herein shall require the Police to disclose confidential information and neither party shall be required to disclose any information that might put them in breach of a statutory duty, including but not limited to the Data Protection Act 1998 and the Official Secrets Act 1989. Details of all incidents reported by either party shall be kept in the Control Room during the Event and by both parties for a period of at least 12 months after the Event.
- 4.2 They will undertake all appropriate risk assessments in connection with the Event and the provision of Special Police Services.
- 4.3 They will keep confidential all information disclosed pursuant to the Agreement, save to the extent that such information is in the public domain or to comply with statutory or other requirements, including but not limited to information forming part of any Licence granted or applied for under the Licensing Act 2003 and information required to be disclosed under the Freedom of Information Act 2000.
- 4.4 Any variation to the Agreement (save as provided in clause 5.1 below) shall be in writing signed by representatives of the parties duly authorised in that regard.

5. Transfer of Responsibilities

- 5.1 In the event that the event organisers or any one of them requests that it is or may be necessary for the Police to take overall control of safety, security and/or crowd control because of an emergency as defined in section 1 of the Civil Contingencies Act 2004, he or she will immediately notify the Police Gold / Strategic or Silver / Tactical Commanders (or any one of them) of the request to transfer responsibility to the Police. Whenever possible, the situation will be discussed with the Police Gold / Strategic or Silver / Tactical Commanders before a final decision to transfer responsibility is made.
- 5.2 The transfer of responsibility may apply to part or parts only of the Event Site or the whole of the Event Site and the notification will be confirmed in writing as soon as practicable detailing the area(s) concerned for the purposes of creating an audit trail.

- 5.3 During any period when this clause has effect (but only for that time and only in respect of the area(s) notified), the Organiser and all persons over whom the Organiser has control will work in conjunction with and under the direction of the relevant Police Commander. Generally where there is a transfer of responsibilities to the police for a particular area (i.e. The Red Bridge beer tent) the event organiser will retain responsibility for the rest of the site.
- 5.4 When the relevant Police and Organiser's Commanders agree that it is appropriate to do so, control of the Event Site or the affected part(s) shall be transferred back to the Organiser's Commanders and this will also be confirmed in writing as part of the audit trail.
- 5.5 A form of Transfer of Responsibilities document is attached at Schedule 4.

6. Further, the parties hereby mutually acknowledge and agree as follows:-

- 6.1 Throughout the Event, they will monitor the number of officers provided by the Police pursuant to the Agreement. If either party considers that it is appropriate to change the number or rank of officers at the Event pursuant to the Agreement, that party shall notify the other party's Gold / Strategic or Silver / Tactical Commander (or, in the absence of the Police Gold / Strategic and Silver / Tactical Commanders, the Police Bronze / Operational Commander) and provided that there is mutual agreement between the relevant Commanders of both parties the number (and/or type) of officers provided under the Agreement may be altered. Any such agreement shall be noted in writing and signed by the relevant Commanders.
- 6.2 Nothing herein shall prevent the Police from deploying additional officers at the Event to provide core police services in addition to the Special Police Services. The number and ranks of such officers shall be a matter entirely for the discretion of the Police but no charge shall be made in respect of any such deployment, save that the Organiser shall ensure that any and all police officers attending the event on official duty shall be provided with free access to those areas of the Event Site necessary for them to perform the duties for which they have been engaged. Nothing herein shall however limit the powers of the police to carry out their duties..
- 6.3 All police personnel on duty at the Event, regardless of the reason for their attendance, shall at all times remain under the command and control of a Police Officer nominated by the Police but unless acting in response to an emergency, such as a report of crime taking place or a request for urgent assistance, will respect and comply with instructions given by stewards and security staff as if they were members of the public attending the event (for example not enter areas to which public access is restricted either temporarily or for the duration of the Event). Nothing herein shall however limit the powers of the Police generally to (for example) preserve the scene of a crime or to enter premises licensed under the Licensing Act 2003.
- 6.4 The Organiser shall pay for all agreed Special Police Services at an hourly rate calculated in accordance with the Association of Chief Police Officers ("ACPO") document "Paying the Bill 2." For the avoidance of doubt, the rates applicable for the Event are set out in Schedule 3 hereto.
- 6.5 No charge shall be made other than for officers provided pursuant to the Agreement. If, for police operational or any other reason, any officer or officers scheduled to be deployed to the Event pursuant to the Agreement are

unable to attend, do not attend or are required to leave the Event Site, no charge shall be made for any period of absence nor shall any charge be made in respect of time spent travelling to or from the Event Site.

- 6.6 The Police shall, following the conclusion of the Event, issue an invoice to the Organiser detailing the officers deployed pursuant to the Agreement (including the number of officer of each rank, the date of deployment and the number of hours of deployment) and the Organiser agrees to pay the invoice within 28 days of its receipt, provided that no dispute arises regarding the invoice. If any dispute does arise regarding the invoice, the amount not in dispute shall be paid in any event and the parties mutually agree to preserve their rights to resolve any such dispute through the Courts or by way of mediation or arbitration.
- 6.7 Once the Event has concluded, they will arrange a “debriefing meeting” to raise and discuss any issues that might have arisen during the course of the Event. The Organiser will provide the Police with a written overview of all incidents that have occurred during the Event that involve the commission of a criminal offence (or suspected offence) and any reported incident of anti-social behaviour. The Police will supply the Organiser with a written statement of their actions and incidents, redacting any sensitive data.

7. The Police hereby agree as follows:-

- 7.1 In their absolute discretion, to deploy Special Constables in place of full time Police officers (and to charge the appropriate rate for the same), provided that at no time shall the number of Special Constables exceed 50% of the number of officers provided pursuant to the Agreement.
- 7.2 To appoint Gold / Strategic, Silver / Tactical and Bronze / Operational Commanders (“the Police Commanders”) for the Event. For 2014, The Gold / Strategic Commander will be *NAME AND RANK*, the Silver / Tactical Commanders will be *NAMES AND RANKS*; the Police will, before the Event begins each day, notify the Organiser of the identity of its Gold / Strategic Commander, Silver / Tactical and Bronze / Operational Commanders for the day.
- 7.3 To establish an independent command, control and communications structure to provide for contingencies and the co-ordination of emergency services personnel during any major incident and to prepare contingency plans accordingly.
- 7.4 To be responsible for the safety and security of their own personnel, property and equipment, including the safe deployment of specialist officers, equipment and resources.

8. It is also agreed and declared that the Agreement and any and all liabilities arising therefore shall be governed by and construed in all respects in accordance with English Law.

Signed on behalf of the Police by *NAME*, duly authorised in that regard by the Police

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Signed on behalf of the Organiser by *NAME*, duly authorised in that regard by the Organiser

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Schedule 1

Site Plan

Schedule 2

Particulars of Special Police Services to be provided as agreed
(Clause 1 of the Agreement)

Date	Times	Police Constables	Police Sergeants

Schedule 3

Chargeable Rates for Special Police Services
(Clause 6.3)

Rank of Officer	Hourly rate
Special Constable	£TBC
Police Constable	£TBC
Sergeant	£TBC
Inspector	£TBC
Chief Inspector	£TBC

NOTE that all rates are exclusive of VAT at the rate applicable at the relevant time or times.

Schedule 4

Form of Transfer of Responsibilities (Clause 5)

The Event :

Location :

Organiser:

Transfer of Authority – Organiser to Police Commander

At (time) on (date) 2013, an emergency occurred during the above event namely (specify details of the incident and its location, if the emergency did not affect the entire event site):

AND, as Police Commander, I am assuming control of the entire event/that part of the event detailed above (delete as necessary): During the period of Police Responsibility, the Event Organiser and persons working on its behalf have agreed to work under my direction *in the affected areas (Delete if not applicable)*

For TBC Police

Name, Rank and Shoulder Number

Signature

For the Organiser

Name and Position

Signature

Transfer of Authority – Police Commander to Organiser

At (time) on (date) 2013, the
aforementioned emergency came to an end and, as Police Commander, I
am returning control of the Event Site/that part of the Event Site affected
by the emergency (delete as appropriate) to the Organiser.

For TBC Police

Name, Rank and Shoulder Number

Signature

For the Organiser

Name and Position

Signature